

ARTICLE 30 - DISMISSAL

(a) An employee who has passed his probationary period will not be dismissed from the service of the Company without written notification of that action. The notification will include the reason or reasons for his dismissal. An Appeal from dismissal will be made, in writing, by the employee within ten (10) calendar days after receiving the notification and will be addressed to the Chief Operating Officer or his designee, with a copy to the appropriate Human Resources Office. The Chief Operating Officer, or his designee, will fully investigate the matter and render his written decision as soon as possible, but not later than ten (10) calendar days following the receipt of the appeal, unless mutually agreed otherwise. A copy of the written decision will be provided to the Union.

The inability of the Chief Operating Officer, or his designee, to complete the investigation and render his decision within ten (10) calendar days will permit the Union to file directly for arbitration and will result in a monetary penalty equivalent to four (4) hours of pay as if working per day until the decision is issued.

(b) If the decision of the Chief Operating Officer, or his designee, is not satisfactory to the employee, the dismissal and decision thereon will be appealed in accordance with (c) below, provided, however, said appeal must be submitted within twenty (20) calendar days of receipt of the decision rendered by the Chief Operating Officer or his designee.

(c) An appeal from the decision of the Chief Operating Officer or his designee will be submitted to the appropriate Board of Adjustment in accordance with Article 32. The System Board of Adjustment will docket the case and, if the procedural requirements for the appeal have been satisfied, promptly transmit the appeal papers to the appropriate Area Board of Adjustment in accordance with Article 32. Any dispute as to whether all of the procedural requirements for the appeal have been satisfied, or whether the case is within the jurisdiction of an Area Board, will be determined by the System Board of Adjustment, except as provided in Article 32(c)(5).

(d) Nothing in this Agreement will extend the right of investigation and hearing to an employee during his period of probation as defined in Article 9 of this Agreement.

(e) If, as a result of any hearing or appeal therefrom, as provided herein, an employee is exonerated, he will, if he has been held out of service, be reinstated without loss of seniority and will be paid for such time lost in an amount which he would have ordinarily earned had he been continued in service during such period.

(f) If, as a result of any hearing or appeal therefrom, as provided herein, the employee will be exonerated, the Personnel record will be cleared of the charges.

(g) When it is mutually agreed that a stenographic report is to be taken of the investigation and hearing, in whole or in part, the cost will be borne equally by both parties to the grievance. In the event it is not mutually agreed that a stenographic report of the proceedings will be taken, any written record of such investigation and hearing, made by either of the parties to the grievance, will be furnished to the other party to the grievance upon request, provided that the cost of such written record so requested will be borne equally by both parties to the grievance.