

Working Material 2.14

Nonconformity and Corrective Action: The First Response

ISO 14001:2026 · Material date: 25 October 2026

This sheet puts the working parts of subchapter 2.14 into editable form: the Verification Pact, the review questions, the common mistakes as a self-check and the Operative Synthesis as an action plan. The empty columns are for your property. The reasoning behind each row is in the book.

GUIDING QUESTION

Fixing the number on the report and fixing the reason the number was wrong in the first place are two different achievements. An owner in a hurry can buy the first cheaply. Only the second actually prevents the same failure from happening somewhere else in the portfolio.

Verification Pact: Market Claims Against the Standard

The first three columns are copied from the book. In the last one, note whether this claim circulates in your property — in a proposal, a brochure, a supplier’s pitch or your own documents — and what you now hold instead.

What is claimed	Binding?	What actually holds	In our property
Correcting a nonconformity’s visible symptom and restoring compliance satisfies clause 10.2 in full	No	The clause separately requires evaluating and, where needed, eliminating the underlying cause — correction alone addresses only the first of several required steps	
A commercial deadline, however significant, justifies limiting a corrective action response to what can be completed within that deadline	No	The clause’s requirements do not vary based on external commercial timelines; a deadline may reasonably affect sequencing but does not excuse never completing the required steps	
If a similar nonconformity has not yet occurred at other locations, no obligation exists to check whether the same cause could produce one	No	The clause explicitly requires determining whether similar nonconformities could potentially occur, not only whether they already have	
A finding marked “resolved” in an organisation’s own tracking system reliably indicates the underlying cause has been addressed	Not necessarily	A status marking can reflect symptom correction alone, as at Hong Kong, without the status itself distinguishing this from genuine root-cause resolution	
External due diligence review of an organisation’s environmental findings provides genuine assurance that underlying issues have been properly addressed	Not automatically	Due diligence reviewing a finding’s closure status, without independently verifying root-cause work occurred, can be satisfied by exactly the kind of surface-level closure Hong Kong produced	

What is claimed	Binding?	What actually holds	In our property
Root-cause investigation and portfolio-wide similar-case checks can reasonably be deferred indefinitely if operational attention is genuinely limited	No	The clause requires this evaluation as part of the standard response to any nonconformity; indefinite deferral without an explicit, reasoned decision leaves the requirement unmet, consistent with this volume's earlier examination of the difference between genuine decisions and open-ended postponement	

A Checklist for the Next Nonconformity Closure

Answer each question with Yes, Partly, No or N.A., and name the evidence: a record, a date, a person, a place someone can go and look. An answer without evidence is an opinion.

Question	Why it matters	Answer	Evidence
Has the visible symptom been corrected, and separately, has the underlying cause been identified?	The two are distinct requirements; closing on the first alone leaves the clause only partially satisfied		
Has anyone checked whether the identified cause exists elsewhere in the property or portfolio?	This is the specific step Hong Kong's rushed closure skipped entirely, with direct consequence		
If a deadline compressed the visible correction, has root-cause work been explicitly scheduled on its own separate timeline, or simply left to informal intention?	An unscheduled intention, as at Hong Kong, rarely survives competing priorities once visible pressure lifts		
Does our tracking system distinguish "correction complete" from "corrective action complete," or does one status imply both?	A single collapsed status is precisely what allowed Hong Kong's finding to appear fully resolved when it was not		
When investigating a cause, have we asked why it went undetected, not only what failed?	The deeper procurement-driven cause behind Hong Kong's own maintenance gap would never have surfaced without this second question		

Common Mistakes — Self-Check

Tick every mistake you recognise in your own property today, and write next to it where you saw it. A ticked box is not a nonconformity; it is a place to look before an auditor or an incident does.

☐	Mistake (from the book)	Where we see it
☐	Treating correction of a nonconformity's visible symptom as satisfying the entire clause 10.2 requirement.	
☐	Allowing a commercial deadline to compress or eliminate root-cause investigation entirely, rather than only affecting sequencing.	
☐	Failing to check whether an identified cause exists at other locations sharing the same equipment or process.	
☐	Marking a finding "resolved" based on symptom correction alone, without a status distinguishing this from genuine root-cause resolution.	
☐	Assuming due diligence review of a closed finding provides assurance that underlying causes were actually addressed.	

☐	Mistake (from the book)	Where we see it
☐	Communicating deadline urgency to an operational team without explicitly distinguishing correction urgency from corrective action requirements.	
☐	Responding to a discovered gap with more detailed documentation rather than genuine additional investigation.	
☐	Deferring root-cause investigation indefinitely once an external deadline passes, without any explicit decision or tracked timeline to complete it.	
☐	Treating transparency about ongoing corrective action work as a reputational risk rather than a credibility asset.	
☐	Failing to connect a finding involving shared equipment or process to an automatic portfolio-wide review trigger.	

Operative Synthesis — Action Plan

The three horizons and their actions are copied from the book. Owner and due date are yours to fill: an action without both is a wish.

Horizon	Action from the book	Owner	Due date
Act on immediately	Review the property's or group's recently closed nonconformities and ask, of each one: was a specific root cause identified and documented, and was any check performed for the same cause existing elsewhere? A closed status alone does not answer either question.		
Plan for	Redesign nonconformity tracking to separate correction and corrective action into distinct required statuses; and build a mandatory portfolio-wide similar-case check into the corrective action process for any finding involving shared equipment, systems, or processes.		
Monitor going forward	Track the interval between a finding's correction and its full corrective action completion, treating any pattern of correction closing quickly while corrective action never formally completes as a systemic risk worth escalating, regardless of how commercially reasonable each individual instance of deadline pressure may have seemed at the time.		

WHAT THIS SHEET IS NOT

ISO 14001 does not prescribe this form. No clause asks for this worksheet, its columns or a register of market claims; the standard sets requirements and leaves the means to the organisation. This sheet is a working aid drawn from the book: use it, change it or set it aside. Where it touches a requirement, the text of ISO 14001:2026 is the authority, not this page — and nothing on it replaces your own reading of that text.

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