

TENTATIVELY AGREED
ARTICLE XX – MANAGEMENT RIGHTS

The Parties tentatively agree to include the following Article in a collective agreement. It is understood that final agreement is subject to ratification of the Parties' respective principals following tentative agreement on all matters. Article numbering, including any Article cross-referencing, is subject to change following agreement on all matters. The Parties reserve the right to amend or withdraw any proposal herein prior to reaching a complete tentative agreement with CUPE, or to correct an error or omission.

XX.01 The Union recognizes that the management of the University is fixed exclusively in the Employer, subject to the provisions of this Collective Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, appoint, re-appoint, not appoint, assign, transfer, lay-off, recall, direct, discharge, and suspend or otherwise discipline Employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance, to be dealt with as hereinafter provided;
- (c) plan, direct and control operations; determine job classifications, job requirements, and hours of work;
- (d) determine work assignments, methods, schedules, procedures, and standards;
- (e) determine the size, composition, and deployment of the workforce;
- (f) put into effect, enforce, and alter reasonable policies, rules and regulations governing the conduct of the Employer and the Employees.

XX.02 The Employer agrees that it will not exercise its rights as set out in this Article in a manner inconsistent with this Collective Agreement and confirms its commitment to administer this Collective Agreement reasonably such that its decisions must not be arbitrary, discriminatory, or made in bad faith. The Union agrees that the fact of the Employer exercising its rights under the Article shall not constitute harassment.

XX.03 The Employer further agrees that it will exercise its rights as set out in this Article in a manner that is reasonable.

For the Union:

Mitchell Lupa
President, CUPE Local 3906

Date

Caleb Smolenaars
Lead Steward, CUPE Local 3906

Date

For the University:

Maggie Pooran
Lead Spokesperson, Executive Director, Health, Safety, Wellbeing & Labour Relations

Date

Chris Eley
Acting Director, Housing & Conference Services & Chair, University Bargaining Team

Date