

**TENTATIVELY AGREED**  
**ARTICLE XX – PROBATIONARY PERIOD**

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.

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- XX.01** The probationary period is intended to be a period of time for the ~~employment~~ Supervisor to adequately evaluate the Employee's skills, qualifications, performance, and suitability for the appointment.
- XX.02** Employees who have successfully completed a probationary period and who have been re-hired will not serve another probationary period.
- XX.03** An Employee will be on probation for the first three (3) months of active employment. Periods of inactivity, including but not limited to summer breaks or unpaid leave, will not count toward the probationary period. Only active working months, including training, will be considered in the calculation of the probation period.
- XX.04** Notwithstanding any other provision in this Collective Agreement, the Employer may discharge a Bargaining Unit Employee during the probationary period in its sole discretion provided only that such discretion shall not be exercised in a bad faith, discriminatory, or arbitrary manner.
- XX.05** A claim by a probationary Bargaining Unit Employee that their discharge was in bad faith, discriminatory, or arbitrary shall be treated as a grievance if the matter is submitted in accordance with Step 2 of the Grievance Procedure within five (5) Business Days from the date the discharge was communicated by the Employer.
- XX.06** If an Arbitrator does not find that the discharge was made in a bad faith, discriminatory, or arbitrary manner, the grievance shall be dismissed by the Arbitrator.

**For the Union:**

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Mitchell Lupa  
President, CUPE Local 3906

Date

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Caleb Smolenaars  
Lead Steward, CUPE Local 3906

Date

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**For the University:**

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

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