

## AWARD

BETWEEN:

UNIVERSITY OF GUELPH

("University")

- and -

UNIVERSITY OF GUELPH FACULTY ASSOCIATION

("Association")

The Association's grievance was referred to arbitration, on an expedited basis and a hearing was commenced before me on May 8, 2014 in Guelph. The dispute between the parties arises from the University's decision to implement what it refers to as the "eCV Project". which is an electronic database which captures a Faculty Member's CV. The Association filed a grievance on March 3, 2014 alleging that the implementation of the eCV Project breached the collective agreement.

I heard opening submissions by counsel for the University and counsel for the Association. The University also filed a Book of Documents which I understand included documents which had been produced by the Association as part of the pre-hearing disclosure arrangement agreed to by the parties. After hearing the opening submissions, and recognizing that the implementation of the eCV Project and the grievance raised would not result in a decision that would be meaningful to the parties in the context of the 2014 Tenure, Promotion and Performance Assessment Process, with the consent of the parties, we embarked on a mediation/arbitration as contemplated by the *Labour Relations Act*.

I hereby make an order, with respect to the 2014 Tenure, Promotion and Performance Assessment Process, as follows:

1. all members making an application for Tenure and/or Promotion will make a good faith effort to review and edit their data in the eCV system in a timely manner in advance of the June 8<sup>th</sup> deadline;
2. all members, for the purpose of performance assessment and/or feedback, will make a good faith effort to review and edit their data in the eCV in advance of the August 15<sup>th</sup> deadline;
3. in the event a member has concerns that eCV does not accurately capture teaching, scholarship and/or service he/she will access the help available, including availing themselves of the on-campus training and orientation that is available to them for the purpose of reviewing and editing their data in the eCV;
4. if, despite the good faith efforts of the Member, eCV cannot appropriately capture the Member's contributions for the review period and the Member is therefore concerned that he/she may be disadvantaged through the Tenure and/or Promotion, and/or Performance Assessment Processes, a Member, may in addition to the eCV, attach supplemental materials as a PDF. In the supplemental materials, the Member shall include only those components of the Member's contributions which are not able to be appropriately captured in the eCV;
5. this Award is without prejudice to a member's ability to grieve a decision arising from the Tenure and/or Promotion, and/or Performance Assessment Process(es);
6. per Article 21.18 of the collective agreement, the Deans will consult with their respective College Tenure and Promotion Committee with respect to the eCV Templates and finalize the templates by the end of June 2014;
7. any issues arising from the ongoing implementation of the eCV project and/or the use of the eCV in the Tenure and/or Promotion, and/or Performance Assessment

processes will be discussed immediately and directly between the Association Executive and Senior Administration or at the Joint Committee;

8. I shall remain seized regarding the interpretation and/or application of the Award;

9. this Award resolves the issues arising from the March 3, 2014 grievance.

DATED at Grand Bend, this 13<sup>th</sup> day of May, 2014.

  
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