

2001-0657-0001
CHAT (A)

IN THE MATTER OF AN ARBITRATION

BETWEEN

Ontario Public Service Employees Union ("the union")

AND

**Canadore College of Applied Arts
& Technology ("the college")**

**And in the matter of the grievance of Douglas Gear ("the grievor")
who claims that he has been wrongly denied a teaching opportunity
in the avionics department.**

BEFORE:

**R.O. MacDowell (chair)
E. Seymour (union nominee)
M.G. Piquette (college nominee)**

APPEARANCES:

For the union: John Brewin (counsel)

For the college: Wallace Kenny (counsel)

**A hearing in this matter was held in North Bay, Ontario, on May
14, 15, and 16, 2003.**

Award

I - Introduction: what this case is about, in general

This arbitration proceeding arises from the grievance of Douglas Gear (“the grievor”), who was laid off in the spring of 2001. Mr. Gear contends that he has been improperly denied the opportunity to “bump” into a full-time teaching position in the “avionics department”.

The college replies that the grievor lacks the “*competence, skill and experience*” to fulfill the requirements of the position that he seeks. Article 27.06 A of the collective agreement reads as follows:

When the College decides to layoff or to reduce the number of full-time employees who have completed the probationary period or transfer involuntarily full-time employees who have completed the probationary period to another provision from that previously held as result of such layoff or reduction of employees, the following placement and displacement provisions shall apply to full-time employees so affected. *Where an employee has the competence, skill and experience to fulfill the requirements of the full-time position concerned, seniority shall apply consistent with the following:*

(ii) Failing placement under 27.06 A (i) [filling vacant positions], *such employee shall be reassigned to displace another full-time employee in the same classification provided that*

(a) *the displacing employee has the competence, skill and experience to fulfill the requirements of the position concerned;*

(b) *the employee being displaced has a lesser seniority with the College.*

A hearing in this matter was held in North Bay, Ontario, on May 14, May 15, and May 16, 2003. The parties were agreed that this board of arbitration has been properly constituted under the terms of the collective agreement, and that the board has jurisdiction to hear and determine the matters in dispute between them. The parties were further agreed that if we find that there has been a breach of the collective agreement, we may remain seized with respect to the question of remedy.

The grievor asserts that he is capable of teaching the courses currently being taught by Lindsay Shaw and Joe Brazeau; and since he has more seniority than either of those individuals, one or other of them should be displaced, and he should be put in that job instead. Accordingly, Mr. Shaw and Mr. Brazeau were given notice of the hearing, and afforded an opportunity to participate as an "interested party". However, as it turned out, the incumbents did not take an active role as a *party* in the proceeding, (although Mr. Shaw was a *witness*), leaving it to the college to put forward the position that is consistent with their interests.

There is not much dispute between the parties about the *general principles* that should be applied in this case. What divides them are questions of fact - or, more accurately, how the evidence should be weighed in light of the competing assertions about the grievor's "competence, skill and experience".

The union says that the grievor has the required level of ability to do that job that he seeks; and the college says that he does not. It is a factual, rather than a legal, dispute.

Nevertheless, we think that it might be worthwhile to look briefly at a couple of the cases to which we were referred, because they provide a useful framework for analyzing the evidence that was put before us.

II - How arbitrators approach cases such as this one.

At one time, community colleges were growing rapidly, there were plenty of jobs, and there was little concern about layoffs. However, as with many other organizations in the broader public sector, layoffs now happen from time to time, as the colleges adjust their employee complement to the needs of the local community. It is that adjustment which has produced this grievance.

At one time, the "academic collective agreement" contemplated that in a layoff situation, employees who were laid off would be "in competition" with other employees, for the available work, because only the most qualified person would be retained and could use his/her seniority to "bump" into an alternative position. However, that is no longer the case. The current collective agreement gives more weight to seniority, and only requires that the person seeking to avoid layoff, be qualified to perform the duties of the position that s/he seeks. The displaced employee need not be the "best qualified". In *Re. St. Clair College & OPSEU* (1989), 6 L.A.C. (4th) 442, arbitrator Carter put it this way:

Both parties agree that Article 8.05 [now Article 27] no longer contemplates a competition between employees, but differ as to how this new language is to be applied. As we read this language it

expresses an intention that *the competence, skill and experience of the displacing employee [is to] be measured against the benchmark of the content of the position being claimed.* The problem, however, is to define the content of that position in an objective manner so as to maintain in the lay-off situation a balance between respect for seniority and recognition that an employer is not required to reorganize its work requirements to accommodate the particular qualifications of a more senior employee.

In *OPSEU & George Brown College (McAuley Grievance)* (decision released July 24, 1998), arbitrator Mitchnik made the same point, in a long passage to which we might usefully refer:

That is not a "competition" clause. It used to be a competition clause. But that changed in the 1980s. As arbitrator Swan accordingly notes in his *Seneca College (Morgulis)* case, issued August 19th, 1994, and upheld on judicial review (brought by the union on other grounds) on May 4th, 1996:

It will be observed that, unlike earlier versions of this collective agreement between the parties, the agreement applicable to this case provides a so-called "threshold clause", which does not set up a competition between an employee attempting to displace and those who are to be displaced, but simply requires that the employee possess the competence, skill and experience to fulfill the requirements of the position concerned. Thus, it is not necessary for the grievor to demonstrate that he is better qualified than the incumbents, but only that he is objectively qualified to fulfill the requirements of the position. Similarly, it is irrelevant if the incumbents are better qualified than the grievor, provided that the grievor meets the criteria set out in the collective agreement.

Similarly, commenting on this change, see, for example *Niagara College (Martin)*, award of H. D. Brown issued October 30, 1989 at page 8. That said, the cases have also made it clear (notwithstanding the comment attributed to the Dean here) that having the "potential", in terms of aptitude, to ultimately prepare oneself to teach any course, is not sufficient to meet the test of present ability. See, in particular, *Fanshawe College (Highland)*, decision of Mr. Picher dated September 29, 1997, at page 13. And as Mr. Brown put it once again in *Niagara College, supra*, and as oft-repeated in the case law:

The grievor must establish that he met at the conditions of the Article of the agreement under which he claims entitlement at that time so that it must be founded his grievances to succeeded that he was fully capable of stepping into the shoes of the incumbent as it were in order to fulfill that position and therefore to displace the incumbents on the basis of his greater seniority.

Or as arbitrator Devlin put it, at page 11 in *Niagara College (Mymryk)* (decision issued November 20, 1989):

Although the Union also suggested that we ought to consider the fact that there is the preparation time provided to Teaching Masters under the Collective Agreement, we do not view this as a period in which it is intended that the employee may become qualified for the position concerned. In other words, the fact that preparation time is provided does not alleviate the necessity to demonstrate that the employee can meet the requirements of the position.

Nonetheless, as Mr. Swan noted in Seneca College case, supra, the realities of the teaching system out (as demonstrated consistently for the reverse teaching career) must fairly form part of the consideration as well:

As we read the collective agreement, it requires that the displacing professor be qualified immediately to perform the requirements of the position and that individual may not claim for example, time for retraining or requalifying prior to taking up the duties. But the words of the collective agreement must be understood in the context of teaching in a College, where there is normally a summer break to prepare for classes beginning again in September, and were similar breaks occur between terms at other occasions in the year. There is also a provision for preparation time, and the collective agreement must be understood in light of the availability of such preparation periods to allow the Professor to brush up on courses which he or she has not taught for a while.

The critical distinction, we should note in Mr. Swan's comments, appears to us to be between time needed to "brush up" on the course, and a more extensive time it might take to qualify all.

There are other decisions to the same effect. But we do not think that it is necessary to burden these reasons with further quotes. It is sufficient to note that when the cases are considered as a whole, several themes emerge.

First of all, the grievor is not in competition with other employees, and so long as he can demonstrate the "*competence, skill and experience*" to do the job in question, it does not matter that someone else might be *more competent*, or might be able to do the *better job*. The grievor does not have to show that he is the "best candidate", only that he is qualified to perform the work required.

On the other hand, the grievor must show the present ability to perform the functions of the position that he seeks - not that he could *become competent* given enough time and training. The test is *current competence*, not *potential competence* - which is to say: *ability not capability*.

Moreover, while the collective agreement provides for "preparation time" and there may be some latitude if all the grievor has to do is "brush up" on a course that he has taught before, the grievor must still be competent to perform the functions of the position that he seeks within the parameters provided by the agreement - which does not contemplate a "learning period" or "remedial retraining". The grievor has to show that at the time he seeks to bump, he will be able to perform the work of the other position.

Finally, the onus is on the grievor to show, on the balance of probabilities, that the employer has breached the collective agreement. In order to succeed in that claim, the grievor must prove, more likely than not, that the college's assessment was wrong.

It is up to the grievor to show that he *has* the required ability, not for the college to show that he doesn't – although from a practical point of view, the employer' reply evidence is likely to be directed towards that negative proposition.

III – The background to this particular case

The employer is a college of applied arts and technology, serving the North Bay area. As part of its service to the local community, the college is authorized by Transport Canada to provide courses and training in "avionics", which "count" towards a Transport Canada licence in aircraft mechanics and maintenance. Accordingly, students seeking to become licensed technicians may begin their career by taking an approved course from Canadore College.

However, in order to maintain its status as an "Authorized Training Organization" ("ATO"), the college must conform to Transport Canada regulations on course content, how the courses are provided, and who is permitted to teach them. Transport Canada provides a summary of these requirements, in a multi-paged document entitled "Aircraft Maintenance Training Programs for Approved Maintenance Training Organizations" (Exhibit 2 in this proceeding). That document reads, in part, as follows:

Approved Training Organization (ATO) Courses

Training providers and facilitators offer a broad selection of maintenance training services and options to the aviation industry. These can vary from very basic maintenance overview and awareness packages, to highly focused, or discipline-specific technical training modules. It is important to remember that, from a regulatory perspective, *all training programs supporting maintenance release, must be Transport Canada approved.* Where an Approved Maintenance Organization includes in its training program, maintenance courses provided by Approved Training Organizations (that are already Transport Canada approved) no further Transport Canada approval is necessary for those elements. Regardless of location or course content, all maintenance training is measured and approved against the same quality assessment standards contained in the Manual of Regulatory Audits.

Instructor Qualifications

Individuals directly engaged in the delivery of formal classroom instruction of technical subject matter should hold both technical credentials for their area of expertise, and qualifications in instructional techniques. In addition to initial training, ATO administrative policy should ensure that instructors are provided with periodic professional development to maintain industry currency and awareness in both areas. As well, where an instructor is responsible for the delivery of a complete maintenance course to support rating privilege, the individual should be the holder on an AME license, or hold equivalent credentials in that rating. For small organizations which choose to use their own staff for course delivery, a three to four day instructional techniques course available from most community colleges, would be sufficient to address this requirement. [emphasis added]

The aircraft maintenance referred to in this document is the “hands on” work of checking, maintaining and repairing aircraft that are in service. Obviously, it is imperative that this be done by qualified persons, in a safe and efficient manner; because, as counsel for the college put it, “at 25000 feet, there is no tolerance for error”. Similarly,

it is important that persons teaching these skills be fully qualified and “current”, in order that they may effectively pass their knowledge on to students.

These are *applied* skills, linked to an existing body of technical knowledge, and rooted in *current* industry practice. It is not just a matter of “theory”.

The courses which the grievor wants to teach are in the cluster to which the Transport Canada Regulations apply; and as will be seen from the foregoing excerpts from the Transport Canada material, persons who teach these avionics courses must hold appropriate “credentials”, *and* maintain their “currency” – which is to say: quite apart from whether an individual holds the required licence, he must also be “up to date” on current maintenance practices. Indeed, the training organization is obliged to provide licence holders with periodic “professional development” so that they can stay current with industry practice. The licence alone may not be enough.

Accordingly, from Transport Canada’s perspective, there is a credential based requirement, bolstered by a further requirement for current experience. The credential, in turn, is based upon a verified and documented exposure to a list of maintenance tasks. (See the Transport Canada document entitled “Typical Acceptable Experience, by ATA Code” which is Exhibit 5 in these proceedings). A person can acquire the credential by a program of training followed by a number of years of “hands on experience”.

We will have more to say about that later. At this point, we merely note that there is no licensing dispensation (or elasticity in the regulation), for persons claiming “equivalent experience” – although perhaps an individual with “equivalent experience” might be more easily able to acquire an AME licence, and there may be other “credentials” that are “equivalent”, or count towards an AME licence. However, the actual requirements to get an AME licence are relatively onerous (see the Canadian Aviation Regulations Part V, Chapter 66 found at Tab 8 of Exhibit 1); and it is interesting to consider the following “information note” found at page 2 of this document:

CAR 403.2 provides that no person shall exercise the privileges of an AME licence unless the person is the *holder* of such licence.

One of the “privileges” of an AME licence holder is the ability to teach in a training program approved by Transport Canada.

In keeping with the Transport Canada requirements, the college developed a training program that it thought would meet the regulations, and qualify the college to become an “Approved Training Organization”. The program stipulates that persons teaching certain avionics courses will have an AME licence, as the regulation contemplates.

From the college’s perspective, that requirement is consistent with its obligations as an Approved Training Organization; but quite apart from the Transport Canada regulation, it is a sensible benchmark credential, for persons who want to teach in these regulated programs. In the college’s submission, it is also a “management right” to set reasonable qualifications for its teaching staff; and this requirement is reasonable.

As we understand it, the course/class room component of the program by which someone gets an AME licence is followed by an “apprenticeship”, during which an individual keeps a log book of his work experience, so that he can later demonstrate that he meets the experience standards prescribed by Transport Canada. Formal coursework is only the first step in a program of training leading to an AME licence. Moreover, as we understand it, these licensing requirements were reviewed and revised in 1999 – hence the explanatory material (like Exhibit 2) to which we have already referred. The requirements for certification today, are not what they were 25 years ago.

In accordance with the college’s reading of the training requirements, the college prepared a “presentation” to Transport Canada, with a view to securing that agency’s certification as an Approved Training Organization. The presentation to Transport Canada includes the following stipulation (at page 19 of Tab 7 of the Exhibit Book):

Minimum Experience Requirement

To be a professor or technologist in the Aircraft Maintenance, Avionics Maintenance, Aircraft Structural Repair programs or the Aircraft Type training courses, the candidate must possess a valid Aircraft Maintenance Engineer's license and have a minimum of three years field experience to give instruction in aircraft maintenance.

...

On the basis of this submission, the college was certified as an Approved Training Organization: it was given the right to teach students courses that are credited by Transport Canada towards an AME licence.

The union believes that Transport Canada might approve a lesser standard of qualifications for college teachers, if the college were to press Transport Canada to do that. However, there is no evidence to support the union's belief. Nor is there any appetite on the part of the college to press for a lower standard. The college is content with the stipulation found in the Transport Canada material: that persons teaching avionics courses as part of an approved and regulated program of training, must have an AME licence.

In other words, professors teaching in the program leading (eventually) to an AME license, must have an AME license themselves.

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Mr. Brazeau and Mr. Shaw – the incumbents in the disputed positions – both have their AME licences. The grievor does not. Nor is there any evidence that the grievor has some “equivalent credentials”, in the view of Transport Canada.

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The grievor *asserts* that he has “equivalent knowledge and experience”. But that is not the same thing; and, in fact, there is no reliable evidence to suggest that the grievor could readily write the exam, or produce a recent log of experience, or do whatever else might be required by Transport Canada to qualify for an AME licence, or some “equivalent credential”. Indeed, the evidence suggests the contrary.

This is not to say that the grievor lacks "qualifications". However, he lacks the stated credentials for this particular job, and there is no evidence that he could readily acquire such credentials.

In the course of the hearing, the grievor was taken carefully through each of the courses which he says he can teach, and also through the various elements of training and experience that he relies upon to support that claim. The grievor was also taken, in considerable detail, through the items specified by Transport Canada, as necessary to qualify for can AME licence. And in each case, the grievor was closely cross-examined about these matters as well.

However, for present purposes, we do not think that it is necessary to reproduce the details all that testimony. It is sufficient to sketch in the evidence "with a broad brush".

In 1980, the grievor was enrolled as a student at Canadore College, and in 1982 he received a diploma in "avionics". That is the same program in which the grievor now seeks to teach. However, the grievor candidly indicated that he could not say whether the course content was the same then, as it is now; and, the college was not then a certified training organization for Transport Canada. Nor does the evidence establish that the course content in 1982 was the same as what Transport Canada *now* requires - which is outlined in Exhibit 5 - or even how much the grievor's 1982 diploma would "count", today, towards an AME license.

What can be said is that, in the early 1980s, the grievor made some inquiry of Transport Canada, to see whether he could be "grandfathered" and granted an AME license. But he was told, at the time, that his combined training (including the 1982 Canadore diploma) and experience did not meet the regulatory norm then in place. The grievor was told that he could not be "grandfathered" under the old regime, because he did not have the required combination of formal training and hands-on experience; and it is simply not clear how his early 1980's training and experience would be considered today.

Following graduation from the college course, the grievor spent about 10 months working for Air Canada. He was classified as a "learner", and in that capacity, he worked with others doing whatever maintenance jobs he was assigned to. There is no log or other document recording what duties the grievor performed at Air Canada 20 years ago; nor, (not surprisingly) does the grievor have a firm recollection about that. The grievor did not know whether the kinds of things that he did in 1982-83 were still being done by Air Canada, or being done in the same way.

The grievor testified that he took no additional training during his 10 months at Air Canada. Nor did he progress beyond the position of "learner". He remained at the bottom of the maintenance totem pole.

The grievor also has a radio license that he acquired in the early 1980's, but the grievor could not remember what he was required to know to get that license, and it is not clear what it contributes to his claim to competence to teach avionics courses, in the program sanctioned by Transport Canada. In particular, there is no evidence to link the grievor's GRO license to something that Transport Canada would consider significant for the purpose of its "approved credentials"

In 1983 the grievor came to work for the college as a technician in avionics department (in the support staff bargaining unit). His primary job was to maintain lab test equipment. Unlike at Air Canada, where he worked, with others, to service operating aircraft, the grievor's technician job at Canadore gave him no direct experience with aircraft systems or maintenance.

In January 1985, the grievor became a teacher in robotics department. At that point his qualifications consisted of a 2 year diploma in avionics, 10 months experience at Air Canada, and about 18 months as a technician, in the avionics department. The grievor stayed in the robotics department, teaching various courses, until his layoff in 2001.

The grievor maintains that a number of the courses that he taught in the *robotics* department, are similar to, or overlap with, those, that are taught in the avionics department. He also says that on at least one or two occasions in the 1980s he was called upon to teach courses to students in the avionics department.

The employer does not quarrel with this suggestion - other than to point out that the experience is dated, and is only indirectly related to what is taught today, under the auspices of the approved Transport Canada program.

The grievor testified, in general, that he was capable of teaching all of the avionics courses taught by the incumbents, and that if he needed to "brush up" on any of the course material, he would be able to do so within the preparation time contemplated by the collective agreement. In the grievor's submission, that preparation time was sufficient for him to remedy whatever gaps there might be in his experience or his knowledge base. The grievor also testified that he was familiar with the textbooks used in the avionics courses, and that he actually had many of them in his personal library.

However, when the grievor was examined - and later cross-examined - on the details of his knowledge and experience, the grievor's evidence was far less definitive; and he repeatedly testified that: he would have to "bone up" on the course material; or that he was "foggy" about certain aspects of the subject matter; or that he would need to "retrain" himself; or that his recollection had "faded" over the years". Similarly, when probed in cross-examination, the grievor indicated that he was not familiar with some the textbooks, that he only had earlier versions of others, and that he had not routinely or recently referred to many of them. The grievor also indicated that there were many subject areas with which he was unfamiliar and had never taught before. He emphasized his 10 months experience at Air Canada, but concedes that that was 20 years ago.

In cross-examination the grievor further conceded that he had little experience with aircraft equipment or systems, and none of it was recent; and he was not confident that he could qualify for a license today without considerable upgrading. That is why he offered to work for an outside company *for nothing*, in order to enhance his current level of experience. Unfortunately, nothing came of that initiative, and in any event, it was undertaken after his layoff.

As a template for measuring the grievor's experience, counsel for the college took the grievor through Exhibit 5, which sets out the things that Transport Canada requires of someone claiming to be entitled to an AME license. The employer submits that, to the extent that the grievor claims that his experience is "equivalent" to that of someone with an AME license, Exhibit 5 provides a useful "checklist" of things with which he should be familiar.

The grievor testified that he had done *some* of the things listed on Exhibit 5, when he was working as a learner at Air Canada in 1982. But he had no familiarity at all with many others, and his experience was obviously dated.

Without here trying to calculate a precise percentage of the tasks listed on Exhibit 5 with which the grievor claimed to be familiar, it is conceded that there are significant areas in which he had no experience at all. And lacking any log or other documentation to confirm what tasks he may have done for Air Canada 20 years ago, he is

understandably unable to recall his precise experience. In the result, he is unable to reliably claim, let alone establish, that he has done even half of the stipulated functions on Exhibit 5.

Accordingly to the extent that Exhibit 5 sets at what the regulatory agency expects a licensed mechanic to know, the grievor does not meet that standard.

Nor was the grievor very familiar with the kinds of things that Mr. Shaw has to deal with in the course of his teaching assignments.

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Mr. Shaw has a number of years of experience in the military working with aircraft systems - supplemented by a 1993 diploma in avionics (i.e. 10 years after the grievor's diploma), and several years of direct experience working on operating aircraft, with a (Transport Canada) certified maintenance provider. Mr. Shaw has the license required by Transport Canada (and the college), as well as several years of current experience.

Mr. Shaw testified that this knowledge and experience were critical to the teaching of his courses -- particularly the "lab" courses, where "hands-on experience" is essential to both teaching and learning. Mr. Shaw said that without such experience, he simply would not be able to do his job.

In Mr. Shaw's view, is not good enough to be able to work through reference manuals or know the theory. There is simply no time for that. In his opinion, one has to know the subject matter and have the current experience, in order to teach that information to others, and adequately respond to student questions.

We accept that evidence, and prefer the judgement of Mr. Shaw in this regard, where ever it conflicts with that of the grievor.

That grievor testified that he was not familiar with the particular radios now being used for teaching purposes of the college, nor did he know whether those radios were much changed from those that he encountered at school 20 years ago when he was studying for his diploma (he had no experience with radios at Air Canada). The grievor concedes that he would be "stumbling" if he were obliged to use those teaching aids right now. Nevertheless, he was confident that, with the help of the manuals, he would be able to "look up" or "find the answer" for any questions which the students might have.

When pressed, though, the grievor conceded that he would be "learning along with the students" and that he would have to spend weekends and the summer vacation to learn those subject areas with which he was not familiar. Indeed, that was his response to a number of the specific items and subject areas that were put to him by counsel in the course of cross-examination.

Mr. Shaw testified that when teaching students it was not sufficient to have a manual on hand or know how to use it. Nor, in Mr. Shaw's view, could he himself teach the courses to the required standard of competence and proficiency, based only all on the diploma that he had received in 1993. Mr. Shaw further testified that in order to deliver the learning outcomes stipulated in the course syllabus, it was necessary to have the kind of training in experience that he had subsequently acquired -- and which qualified him for certification by Transport Canada. According to Mr. Shaw, that current experience was important, because many of the systems were quite different than they were some years ago.

As we have already indicated, we do not think it is necessary to go through the specific details of the grievor's testimony. Nor do we wish to focus unduly on the grievor's deficiencies. He undoubtedly has many strengths. But the fact is, the grievor is not familiar with a number of the things which he would be expected to teach, and he had no clear understanding of how long it would take him to learn them -- or to acquire the hands-on experience which he lacked (for example: the "micro-soldering" techniques using a microscope, now commonly used for system repair; or the new form of circuit boards used in modern radios; or turbine engines; or new forms of battery; and so on). The grievor himself recognized these weaknesses -- which is why he was prepared to work for nothing to gain additional experience. And, we are unable to conclude that he could rectify these deficits even if he did spend his evenings, weekends, and summer vacation attempting to do so.

Perhaps, in time, the grievor might have been able to acquire this knowledge or experience. But in our view, the evidence does not establish that he had it, or that he would have been able to acquire it, within the time available prior to teaching the courses that he claims to be able to teach.

IV - Conclusion

We have carefully considered the evidence and representations of the parties. We are satisfied that the employer's requirement that teachers in the avionics program possess a current AME license, is an eminently sensible one. That is not only what is contemplated by Transport Canada, (which regulates program), but it is also an objectively reasonable requirement for someone intending to teach an applied program in this area.

The grievor lacks these credentials; there is no evidence that he could obtain them within a reasonable period of time proximate to his layoff; and as of the date of the hearing he had not in fact obtained them.

We do not, of course, fault the grievor in this regard. But it is nevertheless revealing. For if the grievor had been able to successfully obtain an AME license, at any time in the two years since his layoff, he would have been in a much better position to claim that he could teach in a program for which such license was a nominal and reasonable requirement. To put the matter another way: if the grievor really did have

equivalent experience, then the easy acquisition of an AME license in the two years since his layoff, would have been a persuasive piece of evidence in that regard.

However, quite apart from the question of the license itself, we are satisfied that the grievor did not have the requisite "competence, skill and experience" to fulfill the requirements of the position that he seeks.

No doubt the grievor has many qualifications, and was a competent teacher. No one suggests otherwise. However, we are not persuaded that he meets the requirements specified in article 27 of the collective agreement. Nor are we persuaded that the college has failed to properly apply the terms of that collective agreement.

For the foregoing reasons, the grievance is dismissed.

Dated at Toronto this 5th day of June 2003.


R.O. MacDowell

" Ed Seymour "

I agree

Ed Seymour

" Marc Piquette "

I agree

Marc G. Piquette