

IN THE MATTER OF AN ARBITRATION

BETWEEN:

ST. LAWRENCE COLLEGE

(The "College")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES' UNION

(The "Union")

AND IN THE MATTER OF THE GRIEVANCE OF ROY NUTLEY

David K.L. Starkman
Ronald Kelly
Richard O'Connor

Chair
Union Nominee
College Nominee

APPEARANCES FOR THE COLLEGE

J. Lynn Thomson
Cindy Bleakney
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Human Resources Consultant
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APPEARANCES FOR THE UNION

Susan Ballantyne
Mary Ann While

Counsel
Chief Steward

A Hearing in this matter was held on April 7, July 7, 23, and September 17, 2003.

AWARD

The grievor, Roy Nutley, alleges that the College has contravened the provisions of the collective agreement and the College's hiring policy and has acted in bad faith by not giving appropriate consideration to internal applicants, using a flawed process, and denying him his rights, in not awarding him the posted position of Professor, Industrial Electrician Apprenticeship Program. According to the Union the grievor was fully qualified for the job, and, as an internal applicant, should have been awarded the position in priority to the successful external applicant.

The College denied any violation of the collective agreement. In its view the grievor was not an internal candidate, as he was between partial load contracts at the time of the posting and, as a result, was not an employee at the relevant time. Further, it was the College's position that the grievor did not meet the posted qualifications for the position.

Articles 27.11 A and B of the collective agreement provides as follows:

27.11 A Notice will be posted in the College of all vacancies of full-time positions in the bargaining unit. Such notice will be posted for at least five working days.

At the same time, notice of these vacancies will be sent to the Union Local President for distribution to the other Union Local Presidents.

The College will also forward copies of the notice to the other Colleges with the intention that they be posted.

27.11 B Where a vacancy of a full-time position in the bargaining unit occurs and is not filled internally, the College will give consideration to applications received from academic employees laid off at other Colleges before giving consideration to other external applicants. For the purposes of this article, full-time and partial-load bargaining unit employees shall be considered internal applicants. Such consideration shall be given for up to and including ten working days from the date of posting as described in 27.11 A.

Consideration will include review of the competence, skill and experience of the applicants in relations to the requirements of the vacant position.

The grievor had been teaching in the electrical construction and maintenance apprenticeship programme for twelve years. He always taught on a partial load teaching contract approximately twelve hours per semester. His contract ended on May 24, 2002. The job posting went up on July 8, 2002. The posting provided in part:

QUALIFICATIONS:

As a minimum, the successful candidate will hold a Certificate of Qualification in the Trade of Industrial Electrician and a valid Certificate of Qualification in the Trade of Electrician (Construction and Maintenance). Candidates should have a thorough knowledge of, and experience in the following areas: electronics; PLCs; code book, blueprints/Industrial control prints; AC/DC drives; electrical theory; industrial instrumentation; alarm systems (fire and intrusion); hydraulics. Formal training in curriculum development and instruction techniques preferred.

Additionally, the candidate will have completed a formal Electrical Apprenticeship Training Program (Industrial/Construction & Maintenance), preferably in an industrial environment, combined with a minimum of five years of practical work experience at the Journeyman level, with at least two of these years current (within the past seven years) and in an industrial environment. Excellent written/verbal communication skills

essential coupled with effective interpersonal and leadership abilities.

The grievor applied for the position in mid-July. Interviews were held on August 22nd. The grievor was not interviewed. The grievor commenced working for the College on a partial load contract in early September and filed a grievance on September 12th.

Mr. Frank McLaren, the co-ordinator of the electrical apprenticeship programme, testified that, until 2002, he was the only full-time staff person in the programme which provided training as part of an apprenticeship programme for construction and maintenance electricians.

Mr McLaren stated that he was approached by Mr Russ Phin, the trades manager, concerning the establishment of the criteria for the position of industrial electrician in the apprenticeship programme and that he had recommended that the candidate have five years work experience following certification.

Mr. McLaren stated that he had no involvement in the short listing of candidates although he was on the selection committee. Mr. McLaren testified that he did not see the job posting before it went up, and he did not agree with the criteria that a person must have had at "least two years practical work experience in the past seven years", as it would preclude some persons, such as the grievor, who he considered qualified for the position.

Mr. McLaren stated that he had worked with the grievor for twelve years, that he is diligent, conscientious, committed and qualified to teach in the electrical apprenticeship program. He stated that the grievor should have been granted an interview. He told both Mr. Phin and Mr. Young that it was unfair that the grievor had not been short listed as he believed him to be fully qualified. Mr. McLaren stated that he was on vacation during the time that candidates were short listed for an interview, that he felt the process to have been rushed, and that he felt uncomfortable getting the short list only the day before the interviews took place. Mr. McLaren stated that, in his opinion, it was not an absolute necessity that the successful candidate have two years of current experience. He told the grievor that he should have been given an interview as he was at least as qualified as the other candidates interviewed, and that, while the grievor may not have had current work experience, he had trained industrial electricians in the past several years.

Mr. McLaren wrote to Mr. Don Young, the Director of the School of Skilled Trades, and the person ultimately responsible for the posting process, on August 21, 2003 setting out his concerns about the hiring process as follows:

Don,

As the Coordinator of the Electrical Apprenticeship Program I want to communicate my concerns about the hiring procedure for the full-time electrical instructor in the Trades Department. I believe that the process was hastily conceived and implemented and therefore thoroughly inappropriate. I fear that this may have resulted in the unfair disqualification of some of the job applicants. My concerns are as follows:

1. Inappropriate Timing.

The time frame allotted for the hiring of a full time person (June - Aug, 2002) was inappropriate for the following reasons:

- a) It placed undue pressure on management and faculty to start and complete the process during a brief 3-month span.
- b) This 3-month period coincided with vacation and PD times of Electrical faculty and staff and was insufficient to internally post, interview and short list the internal candidates; externally post, interview and short list the external candidates; set up the short list committee; set up the interview committee for the short-listed candidates; interview the short-listed candidates and submit the successful candidates to the director for a final interview.
- c) To start the hiring process in June meant that those faculty and staff in the Electrical department on vacation were unavailable to fully participate in the process. This included the Electrical Coordinator.
- d) As Electrical Coordinator my absence and noninvolvement during the initial review and selection stage of the hiring process, may have resulted in an unfair short-listing of the candidates. The June starting date also meant that the internal posting of this position occurred during the absence of our part-time college instructors creating a situation whereby internal candidates, who may have qualified for the job, may not have seen the posting and had an opportunity to submit their names.

2. Exclusive Search Criteria

- a) Although I was asked for input into the search criteria and willingly contributed to it, the formalization and finalization of that criteria was done without my having an opportunity to review it. The restriction of 2 years of industrial experience within the past 7 years was unknown to me until the day prior to interviewing those short-listed.
- b) Part of the search criteria demanded that the successful candidate have 2 years of industrial field experience in the last 7 years. This criteria excluded those who had worked at teaching for the past 7 years from being short-listed — no matter how substantial their other qualifications might have been.

- c) Although the search criteria said that teaching experience would be preferred, this was not the case. The 2 years of field experience was preferred over teaching experience since candidates who had abundant teaching experience, yet lacked the field experience were not short-listed.
 - d) Part-time instructors in the electrical program, who have been teaching up to 5 years in the apprenticeship program, felt that it was pointless to submit an application for this position because the narrowness of the search criteria excluded them. Yet those who did submit applications, even though they did not meet the criteria were short-listed.
3. Imbalance on the Short-List Committee
- a) The committee that created the short-list – from 30(?) candidates down to 5 – consisted of two managers. No Trades faculty, Technology faculty nor support staff were invited to sit on the short-list committee.
 - b) No Trades faculty, Technology faculty nor support staff were invited to review the list of resumes or applications for the job.
4. Short Listed Candidates
- a) The short list included candidates who did not meet the minimum search criteria in terms of holding two licenses (some had no Industrial Electrical License) while candidates with both a Construction Maintenance License and an Industrial License (as well as other certificates were not short-listed.
 - b) Although the search criteria said that candidates with “formal training in curriculum development and instructional techniques” would be preferred, the short list included those without this preference. Others with formal, training were not short-listed.
 - c) The candidate who successfully advanced to the final stage had neither an Industrial Electrical License nor formal training in curriculum development and instructional techniques. Others who had both were not short-listed.

It is my opinion that this combination of problems left us with a process that was unfair and needs to be addressed.

Respectfully,

Frank McLaren

Coordinator: Electrical Apprenticeship Programs

The grievor testified that he started work as a partial load employee in April, 1991 and has taught every electrical apprenticeship program offered by the College until last year. He stated that an industrial electrician works at a plant, troubleshooting and doing routine maintenance of electrical equipment. He stated that, while he has never worked as an industrial electrician in an industrial setting, he nevertheless has many years of practical work experience at the journeyman level, and that he has taught in an industrial setting the equivalent of at least two years in the last seven years.

The grievor stated that he has gone into a variety of plants to demonstrate to electricians how to maintain specific equipment, and in his evidence he reviewed a variety of teaching jobs in industry that he had performed from 1995 until the present. In addition, he stated that he has been a master electrician since 1981, that he has good practice, communication, organization and computer skills.

The grievor's July 16, 2002 correspondence applying for the position provided in part as follows:

My professional experience in electrical and electronic technologies includes eight years as an Industrial technician in the heavy

manufacturing sector and more than ten years operating a company contracting for residential, institutional and commercial work in the highly-integrated Construction & Maintenance fields. This combined background has covered the entire spectrum of expertise in electrical power supply, Control and Delivery—from motors, transformers and generators through PLCs and instrumentation technologies to alarm applications and (in marine environments) the dynamic balance of electrical systems.

The grievor's resume indicated that he had certain experience working and teaching in industry as follows:

Jefferson Community College, Watertown, New York (1992, 1996-97)

- Individual instruction and team-teaching Industrial Controls for personnel in pulp & paper plants throughout north-eastern U.S..

Loyalist College Belleville, Ontario (1991-2000)

- Contract position on intermittent basis; providing technical instruction in electrical, electronic applications to production staff from area industries (Proctor & Gamble, Black Diamond, Dupont etc.) Requiring conceptual and operational facility in manufacturing applications - Allen Bradley, Micrologic 1000 PLC5
- Contract position through Loyalist College with Goodyear Corporation.
- Planning, development, presentation of course materials covering technical spectrum through engineers, technicians, operators, production inspectors.
- Specific technological instruction included transformer, motor controls, silicon control rectifiers.

Frontenac Electrical Services Ltd. Kingston, Ontario (1977-1990)

- Owner/Manager establishing & operating mid-sized company contracting in Electrical Construction and Maintenance fields.
- Supervision, site-management of 12 core, 25+ contract personnel in electrical and mechanical trades incl. Maintenance & repair of heating and ventilation, power distribution systems.

- Expertise in dedicated service areas: Electric Motor Repair Shop
 - motors & motor controllers
 - transformers
 - generators
 - pumps & compressors
 - control systems (building & repair)
 - high/low voltage switchgear

Contracts included

Royal Military College, Queen's University CFB Kingston, Corrections Canada, Dupont, Alcan, Norther Telecom, Celanese, Lake Ontario Cement, Hartford Fibres, Trans Canada Pipeline St. Lawrence College, Industrial Machine Shops, Shopping Mall Projects.

Westinghouse Canada Ltd. Toronto, St. John's (1968 - 1976)

- Designated for management training from Electrical Service Technologist and promoted to Branch Manager establishing new Westinghouse facility on east coast
- Supervision of electrical & mechanical trades serving heavy industry power requirements incl. Inco. Anaconda Brass etc. AC/DC Drives, transformer, electrical construction, industrial maintenance, breaker & relay testing HV switchgear maint.

The grievor stated that, in his view, he was current in his knowledge and that he met all the specifications of the posting. He stated that the successful candidate had only one of the two requested licenses and that he did not have any training or experience in curricular development or instruction.

Mr Nutley stated that he had taught in industrial settings in the past seven years training electricians how to maintain specific equipment and this teaching involved one to two days per week as follows: January 1995 to March, 1995, James River Pulp and

Paper Company, New York, January to March, 1997, Champion Pulp and Paper Company, New York, April, and May, 1995, November and December, 1996, May and June, 1998 and January to December, 2001, Goodyear plant in Napanee, Ontario, January to March, 1996 Hartford Fibres, Kingston, Ontario and January to December, 1998, Proctor and Gamble, Belleville, Ontario.

The grievor testified that there are basic, intermediate and advanced courses, and that, at the basic and intermediate levels, the courses for the construction and maintenance electrician and the courses for the industrial electrician are almost identical. He stated that, in his opinion, it may be preferable to have a person who was already teaching to a person who had recently worked in a plant, but did not have teaching experience.

The grievor stated that in April, 2002, Mr. Young gave him a note confirming that it was the College's intention to offer him a partial load contract in the Fall of 2002 and that he used this note to continue his benefit coverage over the summer months.

Mr. Russ Phin, testified that he worked for twenty-six years with the Ministry of Training, Colleges and Universities, where, amongst other responsibilities, he would assess the qualifications of applicants to write the final examinations to obtain trade qualifications. He became associated with the College several years ago as the manager of trades and training programmes responsible for developing the programmes and filling the classes.

He made application to the Ministry of Training Colleges and Universities for approval to offer an Industrial Electrician Programme. In the summer of 2002 he received authorization to hire a full-time person. Mr. Phin testified that he spoke with Mr. McLaren and with people at Goodyear who were going to send students to the programme. He concluded that he needed to hire someone who had recent industrial experience in plant orientation and design.

The industrial electrician programme had started in September, 2001 with the basic programme. In September, 2002 the basic and intermediate programme were offered, and commencing in September, 2003, the basic, intermediate and advanced programme are being offered.

Mr. Phin stated that the construction and maintenance electrician programme and the industrial electrician programmes are designed for different people and therefore must be taught separately. He stated that he reviewed the applications and arranged for the interviews. In his opinion there were six applicants who met the criteria. The grievor was not one of them because he did not have the required industrial electrician work experience. He stated that the grievor did not have recent practical work experience as an electrician in an industrial setting.

Mr Phin stated that the industrial electrician programme was being designed for persons who were already working as electricians in industry, and that it was felt that

the person teaching the course should have recent relevant experience working in a similar environment in order to be able to answer the questions asked by the students. He stated that he knew the grievor had a broad range of electrical knowledge but he also knew that he had not worked recently in industry, and that teaching industrial electricians, or troubleshooting, was not a substitute for actual industrial electrician experience.

Mr. Phin acknowledged that Mr. May, the successful candidate, did not acquire his license until September, 2002 after he had been offered a position, but indicated he believed that Mr. May had equivalent experience and that he would be able to obtain the license by writing the examination. He also acknowledged, that for a period of six weeks or so after he was hired, Mr. May sat in on classes to become familiar with the College and the teaching format. He stated that if Mr. McLaren had not been on vacation he would have asked him to assist in reviewing and short listing the applicants because he respected his opinion. He stated however that he did not recall Mr. McLaren advising him that the grievor met the search criteria.

Mr. Don Young testified that, in the fall of 2001, the College had committed to reviewing the electrical apprenticeship programme to determine if a full-time professor should be hired, and at the end of June, 2002 he received permission to hire a full-time professor to teach in the industrial electrician apprenticeship programme. He stated that he was ultimately responsible for the search criteria which he discussed with Mr. Phin. In his

view, the essential criteria were the license and recent work experience in an industrial environment. He wanted however to attract a sufficiently wide pool of candidates which is why the posting asked for only two years of work experience in the past seven years.

He stated that in most job postings recent field experience has been a requirement.

The reason is that the College is preparing graduates for employment in particular fields which are changing very rapidly. The processes, equipment, and procedures in industry are constantly changing and this is particularly so with computer controlled equipment and just in time delivery. For this reason he wanted someone with current experience, who knew how the knowledge was applied in the field. He stated that there were four or five resumes submitted prior to the closing of the competition, so he extended the competition and advertised the position on the internet. He asked Mr. Phin to screen the resumes against the search criteria and to chair the selection committee.

Mr. Young discussed the short list of candidates with Mr. Phin. He reviewed the grievor's resume, and since the resume did not indicate recent industrial work experience, he determined that the grievor did not meet the essential search criteria. He acknowledged that the grievor was a long term employee of the College and he wanted to be certain they were being fair in their assessment. Mr. Young spoke with the grievor on August 21st and explained to him that he did not meet the search criteria because he did not have recent industrial experience.

The selection committee recommended Mr. May for the position. Mr. Phin pointed out to Mr. Young that Mr. May did not have one of the requested licenses but that he had the equivalent. Mr. Young interviewed Mr. May and offered him the position and told Mr. May that he would have to obtain the license, which Mr. May did toward the end of September, 2002.

DECISION

The Union submitted that Mr. Nutley was regularly employed by the College and, as such, was an internal applicant who should have been considered for the position prior to the College considering external applicants. In its submission, the grievor had been teaching every semester for the College since 1991. When his contract ended in the spring of 2001 it was the College's intention that he return to teach in the fall, and, given the history and recurring pattern of his employment, the grievor had a reasonable expectation of re-employment. Since the grievor taught in the program in every semester it was offered, there was no gap in his employment.

The Union referred to the definition of partial load employee in article 26.01 B as:

26.01 B A partial-load employee is defined as a teacher who teaches more than six and up to and including 12 hours per week on a regular basis

In its submission, considering that the grievor taught regularly at the College, that is

every semester over a considerable number of years, the intention of the parties was that such persons be treated as internal candidates for job posting purposes.

Reference was made to the decisions in *Re Welland District Association for Retarded Inc. and Canadian Union of Public Employees, Local 2276*, (1982) 5 L.A.C. (3d) 315 (J.H. Devlin), *Re Salvation Army Grace Hospital and Ontario Public Service Employees Union, Local 142*, (1987) 31 L.A.C. (3d) 1 (G.J. Brandt), *Oliver v. Canada* (Attorney General) [2003] F.C.J. No.316, and *Standard Commercial Tobacco Co. of Canada v. C.U.O.E.* [1988] O.J. NO. 1626.

The Union submitted that, considering the grievor's work history with the College and his resume which clearly indicated that he met the posted qualifications for the job, he should at least have been given an interview. The grievor had taught industrial electricians in the plant for the equivalent of at least two years in the past seven, and such experience was at least equivalent to working in a plant.

The Union pointed out that the College was prepared to be flexible as it concerned Mr. May by allowing him some time to acquire the license, and by also allowing him to sit in on classes for a month or so after being hired to become familiar with College procedures and to develop some teaching materials, and it should therefore have been flexible when considering the qualifications of the grievor for the position.

The College submitted that, at the time of the posting, the grievor was not an employee of the College and was therefore not entitled to be treated as an internal applicant. In its view, the collective agreement contemplated that persons, such as Mr. Nutley, are hired on contract for a specified period of time, and that, as of May, 2002, his contract had expired and he ceased therefore to be an employee. In August, 2002 he became a part-time employee and that as of September 3, 2002 he again became a partial load employee, but at the time of the posting and the interviewing, he was not an employee. The only significance to the College giving the grievor a letter in April, 2002 indicating its intention to employ the grievor in September, was to allow the grievor to continue to participate in certain of the College's benefit plans over the summer months provided that the grievor paid for the plans himself in accordance with the provisions of the collective agreement.

In its view, while the grievor was regularly employed for between six and twelve hours per week when the grievor was employed by the College, the use of the words "regular basis" in article 26.01 B was not intended to bridge periods between the end of an employment contract and the commencement of a subsequent contract but was only intended to define and differentiate partial load employees from part-time employees and full-time employees who may regularly work less than six or more than twelve hours per week when employed by the College.

Concerning the grievor's qualifications, it was submitted that the requirement of two

years of industrial experience in the past seven years was a reasonable criteria given that this was a new programme, and given that the College was seeking to attract students who were already working in industry, and that teaching, even in an industrial environment, was not a suitable substitute for actual work experience.

There were a number of issues raised by the parties concerning Mr. Nutley's grievance, which included (i) does the collective agreement require any form of sequencing when the College is considering both internal and external applicants for a posted position, (ii) should the grievor have been treated as an internal applicant and (iii) did the College violate the provisions of the collective agreement by not awarding the grievor the posted position?

With respect to the issue of sequencing, and acknowledging the Union's request that this Board of Arbitration comment on the issue, we can only endorse the conclusion of the Board of Arbitration in *Ontario Public Employees Union, Local 4200 and Loyalist College of Applied Arts and Technology*, unreported, May 27, 1997 (M.G. Mitchnik) which considered the identical language and at p. 12 concluded that the collective agreement contemplated sequencing when filling job postings in the following manner:

- 1) The College has an obligation to consider all applications at stage one, the "internal" bargaining unit stage, prior to turning to and taking into account applications that might be before it at stage two (consideration of external College applicants).
- 2) If the College, acting in good faith and on the basis of relevant

considerations, does not make a selection for the posting from among the internal applicants presented, it may then go on to consider the applications that have come before it from other Colleges (and deal with those meeting the ten-day cut-off in the same fashion as in point number (1), prior to moving on to consider any applications from other external sources).

- 3) As long as the College follows the steps here set out, properly and sequentially, and the posting nonetheless remains unfilled, it is open to it to go back and give further consideration to any and all applications that have been placed before it, and to make a final decision if it chooses from that entire "pool".

The College, in this instance, acknowledged that there was no sequencing to its consideration of the grievor's application for the posted position, because, in its view, the grievor was not an internal applicant at the time the job was posted as he was not an 'employee' of the College. In the Union's view, given the considerable number of years that the grievor had been employed on sequential term contracts, and given the College's intention to rehire the grievor in September, 2002, and given the definition of partial-load employee in article 26.01 B of the collective agreement, it was clearly the intention of the parties that such persons be internal applicants for the purpose of the job posting procedure set out in article 27.11.

Article 27.11 B requires the College to give consideration to internal applicants , which includes partial load employees, before considering external applicants. Such consideration is to include a review of the competence, skill and experience of the internal applicant in relation to the requirements of the vacant position. The grievor had taught at the College for twelve years on a series of partial load contracts and, in the

spring of 2002, had received a note from the College indicating its intention to renew his partial load contract for the fall semester. From his perspective, he had a substantive relationship with the College.

The issue however of whether the grievor was an internal candidate at the time of the job posting is a question of the grievor's status in the summer of 2002. The collective agreement refers to partial load bargaining unit employees as being treated as internal applicants. At the time of the posting, and at the time of the interviews however, the grievor was not an employee of the College, and there is nothing in the collective agreement which suggests that it was the intention of the parties to permit partial load employees, whose contracts had expired, to be treated as internal candidates when applying for a posted position.

Article 26.01 B, which defines partial load employee as a teacher who teaches more than six and up to and including twelve hours per week on a regular basis, does not have the effect of making a teacher, not under contract at the time of the posting, into an "employee" for the purposes of being treated as an internal applicant. The reference in the definition of partial load employee to teaching between six and twelve hours on a regular basis is best understood as distinguishing such employees from other contract employees who, either teach greater than twelve or lesser than six hours per week on a regular basis, or who teach irregularly, and is not intended to confer internal applicant status on persons who are 'regularly' offered partial load teaching

contracts even if such contracts are offered for a considerable number of years. It is for these reasons that the Board has concluded that the College did not violate the provisions of the collective agreement in concluding that the grievor was not an internal applicant at the time of the posting in July, 2002.

There was considerable evidence and submissions at the hearing as to whether, in any event, the grievor possessed the requisite qualifications for the position, and accordingly, this Board has chosen to address that matter in this decision. The College was seeking an individual to teach the Industrial Electrician Apprenticeship Program. It was a new initiative, and was seeking to attract as students persons who were already working in industry as electricians. The posting asked for applicants who had a minimum of five years of practical work experience at the journeyman level, with at least two of these years current within the past seven years and in an industrial environment. It was clear from the grievor's resume that he had never worked as an industrial electrician in an industrial plant at any time, and the College therefore concluded that he did not meet one of the requirements for the job.

The grievor's and the Union's position however was that the experience of teaching electricians in an industrial setting was at least the equivalent of having worked in an industrial environment, and that the grievor should therefore have been awarded the position or least been interviewed for the position.

There was no evidence or suggestion that the College acted in bad faith in the development of the criteria for the position, or in its decision not to short list the grievor. There is also no suggestion that the requirement of having industrial electrician work experience was not a reasonable requirement for the job. The narrow question then becomes whether the College's determination that the grievor's teaching experience in an industrial setting was not equivalent to having worked as an industrial electrician in an industrial setting is the sort of determination which should be reviewed and reversed by this Board of Arbitration.

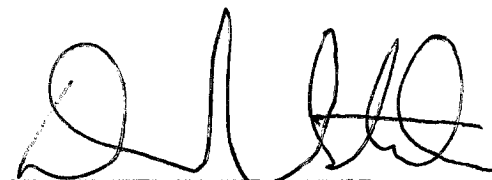
Boards of Arbitration are reluctant to interfere in the job posting process, unless it can be demonstrated that there is something significantly wrong with the selection criteria or the selection process followed by an employer, or that the decision to exclude a qualified candidate is demonstrably wrong or made in bad faith. In this matter the College was seeking a candidate with recent industrial electrician experience working in an industrial setting. The grievor did not have such experience but did have experience teaching industrial electricians in an industrial setting. The College determined that teaching industrial electricians is not equivalent to having worked as an industrial electrician in an industrial environment and therefore that the grievor did not meet the minimum requirements of the position. This Board of Arbitration see no reason to interfere with that conclusion.

Given the grievor's considerable number of years of teaching with the College, and

recognizing his considerable expertise, and taking into account that the grievor's managers were relatively new to the College, it may have been prudent to have granted the grievor an interview to more fully explore the nature and extent of his skills and knowledge. That being said however, this Board has determined that the College's decision not to do so did not violate the provisions of the collective agreement.

For these reasons, the grievance is dismissed.

Dated at Maberly, Ontario this 30th day of October, 2003

A handwritten signature in black ink, appearing to read 'David Starkman', written over a horizontal line.

David Starkman.

I "dissent"

Ronald Kelly

I "concur"

Richard O'Connor