IN THE MATTER OF AN ARBITRATION

BETWEEN

THE CANADIAN AIRLINES COMPONENT
OF THE AIRLINE DIVISION OF CUPE.....Appellant

AND

THE AIRLINE DIVISION OF CUPE.....Respondent

HELD BEFORE

THE HON. ROSEMARY BROWN

OCTOBER 25, 2002

TORONTO, ONTARIO

For the APPELLANT Terry Twentyman

Kathy Machnik

For the RESPONDENT Stephen Morash

Rob Limongelli

PRESENTERS Denis Monpetit

Tracy Rowan

Bruno DiGiulio

On October 24, 2002 an arbitration was held at Toronto, Ontario, pursuant to Canadian Union of Public Employees Airline Division Balloting Procedures (as amended at the November 1996 Airline Division Conference, s1(s)). The Appellants are the Canadian Airlines Component of the Airline Division of CUPE and the Respondent is the Airline Division of CUPE. This appeal rises from the October 22 - 29, 2001 Component election for the positions of President, Vice-President and Secretary-Treasurer of the "New Air Canada" Component.

The Complaint as outlined in the Appellant's letter of November 21, 2001 signed by the President of the Canadian Component, Terry Twentyman, is that Article 13 and other related Articles of the Airline Division By-Laws and the Balloting Procedures and Policies were violated in the course of the election of the Tabulating Committee. The Tabulating Committee is comprised of members elected at the Airline Division of CUPE biennial Conference. Specifically, it was alleged that:

1. The ballot statements by the Candidates were not translated into both official languages.

2. The Unity newsletter was not published for the election.

3. The membership database of eligible voters was out of date.

4. Voting was not available for the regulation length of time, i.e.. Two days past the longest pairings.

5. No procedures were instituted to facilitate voting for members away for extended periods during the voting period.

6. The Tabulating Committee Co-Chair Mr. Bruno DiGiulio actively campaigned for his choice of candidates.

7. A candidates office phone number was given out to the membership as the official location to access election information.

8. The name of one of the candidates was mis-pronounced on the speaking voting machine.

As well, the Complaint states that the call for this election was contrary to the terms of the Agreement between the Air Canada Component of the Airline Division of CUPE and the Canadian Airlines Component of the Airline Division of CUPE and CUPE and the Airline Division of CUPE and Air Canada (hereinafter called The Protocol) signed December 18, 2000. It is alleged that it was improper to hire Synamics to receive and tabulated the results of the election because that company was related in some ways to one of the Co-Chairs of the Tabulating Committee.

The Appellants contend that the election breaches were more substantive than procedural so that the election was not, nor could it be perceived to be, fair and therefore in a democratic society such as ours could not be considered legitimate.

BACKGROUND

On August 3, 2000 the Canadian Industrial Relations Board (the CIRB) declared Air Canada et al to be a single employer. Pursuant to s.18.1(2)(a) of the Canada Labour Code, the CIRB requested that the parties come to an agreement with respect to the determination of bargaining units and other consequential issues. One purpose of the Protocol was to secure the rights of the Components during this determination process in which rationalisation of a single consolidated unit of Flight Attendants was attempted.

In the midst of this process, on May 14, 2002, Air Canada sought a declaration from the CIRB of a single consolidated Flight Attendant bargaining unit consisting of small cabin personnel employed by Air Canada. Air Canada sought authorisation to serve notice to bargain a single renewal collective agreement immediately. CUPE's National and its Canadian and Air Canada Components opposed Air Canada's application. On August 3, 2001, the CIRB granted the declaration sought and authorised Air Canada to serve notice to bargain a collective agreement on October 1, 2002. (The collective agreement for the Air Canada Component was due to expire on that date. The collective agreement for the Canadian Airline Component was due to expire until 2004). Following this declaration and authorisation from the CIRB, CUPE National decided that elections should be held immediately for a new Air Canada Executive. This election is the subject matter of this arbitration.

By letter bulletin to all Flight Attendants on September 18, 2001 CUPE National explained that as a direct result of the CIRB decision of August 3, 2001, elections for a new Component Executive had to be held as soon as possible. Consequent to this letter, the Airline Division Tabulating Committee moved to develop procedures for and to commence a speedy election.

Notice of the election was issued on September 28, 2002 addressed to "all new Air Canada" Airline Division members. It stated that nomination papers were to be filed by October 12, 2002 and voting was to commence on October 22, 2001 and end on October 29, 2001. The positions to be filled were President, Vice-President and Secretary-Treasurer. Candidates had to be members in good standing from either of the original Components. Candidates had to be members in good standing from either of the original Components. In the usual course of events, elections of Officers are held pursuant to the rules found in the Airline Division By-Laws and Balloting Procedures Policies. These

provide for approximately four months of preparation time for the Tabulating Committee and the members. As a result of CUPE National's decision, the Tabulating Committee was given approximately five weeks in which to hold the election.

The By-Laws and Balloting Procedures Policies are silent with respect to extraordinary or short notice elections, such as was held in this instance.

PARTIES' SUBMISSIONS

APPELLANT'S SUBMISSION

The Appellants' submission may be best understood by dividing it into four distinct parts.

FIRST That several of the By-Law and Balloting Procedures were either ignored or violated, and that this was done without consultation or justification.

SECOND That the clear terms of the Protocol were violated by the calling of the election in the circumstances of Fall 2001.

THIRD In a democratic society, Union elections must be fair and be seen to be fair in order to be legitimate and valid. In this instance the Appellants argue that the election suffered from several substantive deficiencies which rendered an unfair and illegitimate result

FINALLY The Appellants assert that the election in issue did not need to be called. They argue that in the circumstances and intra-union environment prevailing at that time, the election process and rules applied were doomed to place the Appellants' membership at an insurmountable disadvantage. In addition the Appellants argued that CUPE erred in concluding that the CIRB decision required the calling of elections, and that there were alternative ways in which the Union could have created a single bargaining unit, alternatives that would have taken into account and modified the inherent unfairness of the imbalance between the memberships of the two Components. At the time of the election call, Air Canada Component had 4,691 members and Canadian had 3,145. After January 2000 Air Canada hired an additional 925 employees, bringing the Air Canada Component membership up to 5,616. Canadian membership remained at 3,145.

RESPONDENT'S SUBMISSION

Citing Article 16.1 of the Airline Division By-Laws, the Respondent submits that the jurisdiction of the Arbitrator in this case is limited to determining whether there were any violations of the Airline Division By-Laws and to whether the Respondent was the party who perpetuated any of the violations that the Arbitrator might find to have occurred. The Respondent contends that there were no violations and not by the Respondent. The basis of this position is that this election was an extraordinary emergency election. The By-laws and Balloting Procedures omit reference to this type of election and therefore their rules and requirements are neither relevant nor applicable. Further, the Respondents

assert that in these circumstances the Tabulating Committee is authorised under s(1) Balloting Procedures to exercise its discretion to determine any procedures necessary to the election. The Respondents take the position that the Arbitrator has no jurisdiction to consider the Protocol, or any allegations concerning the Protocol, because it is not a Division By-Law. As well, they would assert that if there was any violation of the Protocol, it was CUPE National that would be answerable and not the Respondent.

The Respondents argue that several of the Appellants' allegations do not arise and are not prohibited by the By-Laws and are therefore not within the jurisdiction of the Arbitrator to consider. For example, they note that the By-Laws do not address the issues around the right of the Co-Chairs of the Tabulating Committee to campaign on behalf of some candidates, nor about the propriety of hiring Synamics.

Finally, the Respondent observes that it was the ruling of the CIRB that necessitated the decision to call elections, and that it was CUPE National that decided to call the emergency election; and that the CIRB sanctioned the elections in its decision of January 29, 2002.

FINDINGS OF FACT

1. The Protocol, s.2(a)(b) of December 18, 2000 states

"Air Canada Component and CAIL Component will have the right to negotiate, administer, and enforce their collective agreements for all purposes and without limitations until the latter of the implementation of the award of a single integrated seniority list, and the implementation of a single collective agreement affecting all cabin personnel of Air Canada, and the satisfaction of the condition set out in paragraph 3(b)" ..... "After the condition set out in sub-paragraph 3 (a) has been satisfied, after any internal CUPE constitutional requirements for the merger of the two Components and the Locals have been satisfied, and after new elections have been held within the merged Component, the newly merged Air Canada Component will have the right to negotiate, administer and enforce the collective agreement with Air Canada".

2. On September 18, 2001 a bulletin went out from CUPE National to all Flight Attendants stating:

"Why elections now? Calling a union election in these days of turmoil may seem a bad idea. The truth is we have no choice. Once the CIRB ruled that the Canadian and Air Canada Flight Attendants had to form a single bargaining unit, CUPE National was told by the CIRB to get its house in order - put together a single bargaining committee and executive - and do it quickly. CUPE National then met with the Officers of both Components in an attempt to get an agreement on how to put together a new Component.

When those attempts failed, we had no choice but to follow the Airline Division By-Laws and our National Constitution, which say that the bargaining unit members themselves should decide who their Component and Local Union Officers are through democratic election".

3. Five members of the twelve member (a quorum) Tabulating Committee met and drew up the rules for conducting the election in five weeks. The Tabulating Committee knew that the By-Laws were silent on the issue of extraordinary elections but believed that s(1) of the Balloting Procedures gave them the power to proceed.

4. The notice period for nominations was shortened to 2 (two) weeks.

5. The pre-voting campaign was shortened to four (4) weeks.

6. The Unity newsletter which usually carried the candidates' statements was not published.

7. The statements of the candidates were not printed in French.

8. The statements of the candidates were changed during the process from 250 words to maximum 500 words. Notice of this change was not received by the Canadian Component candidates in sufficient time for them to benefit from this change. The result is that the statements of the Canadian Component candidates were half-page, while those of the Air Canada Component candidates were one full page.

9. Synamics was hired to receive and tabulate votes. A company search of Synamics failed to reveal any relationship between the company and the Co-Chairman of the Tabulating Committee.

10. Tabulating Co-Chair Mr. Bruno DiGiulio actively campaigned for Air Canada Component candidates.

11. The office phone number of Ms. Pamela Sachs, and Air Canada Component candidate was mispronounced on the telephone voting machine for more than one day.

12. The membership database of eligible voters was updated in August 2001.

13. The results of the elections were: President, P. Sachs - 2545, T. Twentyman - 2246, no vote - 22; Vice-President, D. Monpetit - 2278, R. Nolan - 2489, no vote - 46; Secretary Treasurer, K. Machnik - 2296, C. Renaud - 2426, no vote - 91.

REASONS

JURISDICTION

On the question of whether the Arbitrator has jurisdiction to deal with the issues raised in the complaint, I cannot accept the argument that the Arbitrator's jurisdiction is limited to breaches of the By-Laws, especially when the assertion is that, because of the emergency nature of the election, there are no applicable By-Laws. Such an argument effectively denies any and all accountability of the Tabulating Committee of the Airline Division to the membership and to the candidates. In effect, there would be no appeal right to this type of election. This is unacceptable especially in light of the Tabulating Committee's earlier denial of the Appellants' appeal without reasons.

An appeal of an election, necessarily by implication and logic, means a review of its fairness, equity, accessibility, freedom from corruption and undue influence. Such an appeal is not simply a determination of whether written procedural rules were violated, especially where they are allegedly no written rules applicable.

Section s(1) of the Balloting Procedures states that an appeal may be made to the Arbitrator "in a manner similar to Article 16 trials, of the Division By-Laws" ... The Respondent asserts a restricted meaning to this provision, namely that it means that the jurisdiction of the Arbitrator under s.1(s) is the same as the jurisdiction stated in s.16 By-Laws. We prefer the interpretation of the Appellant, that is that "in a similar manner" does not mean "pursuant to". It does not mean that s.16 determined the jurisdiction of the Arbitrator in cases of election appeals. If this had been the intention of the Conference, then the language would have been unequivocally "pursuant to" or even "as in". The reason that the phrase in a "similar manner" is used is because of the recognition that an appeal of an election is more than review of By-Laws. Section 16 includes provisions outlining the way in which an Arbitrator is to be appointed, how she is to conduct hearings an related procedural rules. These are consistent with an appeal and the wording of s.1(s) Balloting Procedures supports this interpretation.

With respect to the jurisdiction of the Arbitrator over allegations arising from the Protocol, certain observations can be made. The Protocol was an agreement signed in good faith by the parties with the reasonable expectation that its terms would be honoured. And of course, parties to any agreement may consent to revisit their agreement in necessary circumstances. The Protocol provides a clear indication of the direction and intentions of the parties with respect to their conduct and rights while attempting to consolidate the Union representation and seniority issues. What is equally clear is that these intentions, as evidenced in s.2(a)(b) of the Protocol were ignored. IN fact, the opposite of what was contemplated and agreed to, occurred. It is not necessary for me to render judgement on any aspect of the Protocol in order to make a decision on this complaint. The Protocol is another piece of evidence illuminating the circumstances and environment in which this election took place. I need not decide whether I have jurisdiction with respect to the Protocol. I need only be aware of its intent and of the parties who were signatories to it.

ALLEGATIONS

a) That Article 13.4 Division By-Laws was contravened. This By-Law states that "...the Tabulating Committee will conduct the voting in accordance with the procedures set out in the Balloting Procedures Policies."..... I concur. This By-Law was violated by the Respondent. The Respondent acknowledged that the Tabulating Committee did not follow the Balloting Procedures Policies. The justification was that this was an emergency election for which there were no applicable balloting procedures. This justification is not acceptable. In order to justify the violation of a Division By-Law requirement, there must be clear authority to do so. The Respondent may have felt that the CIRB ruling of August 3 put pressure on them to call an election but they have failed to show any authority for their decision to ignore Division By-Law Article 13.

b) That ballot statements of the candidates were not printed in French.....I concur. The Appellant provided uncontroverted evidence to support this allegation. Canadian law and practise is quite clear that Canadians are entitled to operate and certainly vote in either of two (2) official languages, in which they are most proficient. This is probably crucial when it applies to exercising one's electoral rights. It is not good enough to say that all Flight Attendants understand English; the rights of those Flight Attendants for whom French is their first language have to be protected and respected. Ms Machnik was correct when she stated:

"I represented the Montreal members for the Canadian side. Quite a number of our francophone members really appreciate and actually need all of this literature in French. This is a kind of detailed and complex wording and a lot of them, quite frankly, don't understand or perhaps won't take the time to read statements that might only be submitted in English. I believe that was generally the purpose of allowing full participation through bilingual presentation of all documents, ...sometimes the terminology in French sometimes if far more difficult for them to pull themselves around what the English version is. So they prefer to look at the English version versus the French version". (page 67 transcript)

c) That the maximum length of the candidates' statements was increased without sufficient notice being given to all the parties concerned.....I concur. Evidence submitted by the Appellants in the form of comparisons of the candidates leaflets supported this allegation. The Respondent's decisions to extend the length of the statements was an effort on the part of the Tabulating Committee to compensate for not printing the Unity in which, normally, the candidates would have had 750 word campaign statements, was a laudable one. However, .failure to communicate this information to all the candidates in time for the Canadian, as well as the Air Canada Component candidates to avail themselves of the opportunity, defeated the purpose and calls into question the fairness of the decision.

d) That notice of the election was less than the required 60 (sixty) days.....I concur. This was an uncontroverted allegation. The Respondent justified the shortened notice period by replying on the decision of the CIRB of August 3, 2001 calling for a single bargaining unit and on the position of CUPE National that they had no other option. Again, although I acknowledge that the ruling of August 3, 2001 put tremendous pressure on the Union to ensure a single bargaining unit. I am not persuaded that an election that placed itself above and outside of the existing By-Laws governing elections is a legitimate response to that pressure.

e) That the Unity was not published for the election.....I concur. The Unity was not published as required by the By-Laws. The Respondent explained that time constraints did not permit the publication. This is insufficient reason for inaction on this By-Law requirement, and is an omission that was further compounded by item d) of these allegations.

f) That the membership database was out of date.....This allegation is not substantiated. The membership database had been updated in August 2001. It was entirely reasonable to rely on a database updated a mere two moths prior to the election.

g) That voting was not available for the proper length of time.....This allegation is not substantiated. After listening to the parties debate for some time on the method of calculating the dates of the longest pairing criterion, the Appellant was unable to persuade me that there had been a breach of this requirement.

h) That no procedure was instituted to facilitate and make voting accessible to all members.....This allegation is not substantiated. The telephone voting procedure facilitates the needs of any member wishing to vote, who is out of the country even for extended periods of time.

i) That the Tabulating Committee Co-Chair Mr. Bruno DiGiulio openly campaigned for certain candidates.....I concur. When questioned on this accusation, Mr. DiGiulio replied, "...as my role as Local President of 4004, I advised my members of who I supported". When asked whether he could run a fair election while campaigning for a candidate, Mr. DiGiulio pointed out that although the Airline Division President had suggested that both Co-Chairs step down if they wished to campaign (e-mail of October 30, 2001 from Francois Bellemare to Kim Radiant, and e-mail of October 21, 2001 from Sheena Murdoch to Francois Bellemare), he refused because, as he said, "there is nothing in the Division By-Laws or in any of the balloting procedures or tabulating procedures that prevent me from doing that. There is nothing there." (Arbitration testimony). Despite his very correct assertion that the By-Laws are silent on the issue of the neutrality of the Tabulating Committee members, the democratic process demands that electoral Officers be non-partisan. Mr. DiGiulio pointed out that this was not a federal election, nevertheless, Union elections in a democracy are expected to meet established societal standards. The absence of a By-Law specifically prohibiting Tabulating Committee members from campaigning does not make Mr. DiGiulio's action neither ethical nor correct. This practise calls into question the fairness of the election process. I support Mr. Bellemare's stated intentions contained in his letter of October 30, 2001 to "table amendments to the By-Laws and procedures that would close this loophole..."

j) A candidate's phone number was deliberately provided to members to call to obtain information concerning the election.....This allegation is not substantiated. Although this complaint may appear trivial, in the context of the poisoned environment in which the election took place, it was perceived to be harmful and deliberate by the Appellant. Nonetheless, I am not convinced that this was none other than a simple mistake, which was clearly remedied.

k) That a candidate's name was deliberately mispronounced on the telephone voting machine.....This allegation is not substantiated. The comments in allegation k) apply in their entirety to this complaint.

l) That the hiring of Synamics compromised the election.....This allegation is not substantiated. The information provided by the Appellant was more rumour and hearsay than fact and insufficient to support the allegation.

m) That the election was contrary to Protocol.....The Respondent raised the question of my jurisdiction to rule on this allegation. I am persuaded that the question is not one of

whether there was a breach of Protocol. Rather, the question is what the resulting impact of ignoring the Protocol had on the election, if any. Clearly, s.2(a)(b) of the Protocol was not adhered to. And, because the Appellants had signed on to the agreement in good faith, the impact of setting the agreement aside was the further erosion of trust and the escalation of ill will throughout the election.

n) That the election was unnecessary.....Without deciding whether this allegation has merit, it must be recognised that the August 3, 2001 ruling of the CIRB put tremendous pressure on the two Components, as well as on CUPE National. "Chairperson Lordon's order" as the Respondent, in his closing argument said "sent the Division into a tailspin". This election as the Respondent also pointed out is the first and only "Emergency election that has ever been held". Surely this ruling did not come as a surprise to the parties; surely there was ample warning after the August 3, 2001 decision that unless the parties moved with deliberate speed, the CIRB would intervene? And it raises the question of whether ignoring the By-Laws in response to such pressure is not more damaging in the long run to the well being of the Union, than adhering to them and introducing remedies at a later date if and when necessary? It also raises the question of why, having decided on an "Emergency" election, and aware that the By-Laws were silent on the process, the parties involved and especially CUPE National, did not take particular care to ensure every step of the way, that everyone was on side?

o) The election fails the democratic test of fairness.....I concur. In a democratic society, all elections of public entities must adhere to fundamental principles. The elections must be fair, honest and free of corruption. The voters must be informed, free from intimidation and have accessibility to the process. The candidates, to the extent possible, should start from a level playing field, and the whole process should be in adherence to transparent rules, customs and laws. Elections in a democracy are conducted according to the highest ethical standards. Union elections, notwithstanding constitutional rules, are not exempt from these basic principles. It is not an answer that because a By-Law has not been violated, or is silent, that the abrogation of any one of these principles is permitted and not reviewable. I concur that said election failed the test of fairness. The By-Laws were not followed, one of the Chief Electoral Officers behaved in a manner that defied neutrality, all candidates did not have equal access to all information, and the process was plagued by mistakes and fumbles that compromised the legitimacy of the final vote.

CONCLUSION

As the Appellant pointed out in his submission, the election call "basically gives candidates three weeks notice to prepare for these upcoming elections. This is bringing two rivalling Components together for the first time in one of the largest airline mergers in the world; which is bringing Air Canada from the number 30 position up to the number 10 position. So these elections are extremely significant, yet we are given three weeks notice for these elections".

And despite the reminder from CUPE National in its bulletin of September 18, 2001, that this election was not of the workers making but rather was of the corporation's doing, and despite its plea for unity, the election took place in a poisoned environment. It is

regrettable that at some point during the process of the two airlines coming together, the Union was not able to convince the Components to come together as workers and trade unionists sharing a common reality; to form a united work force to protect shared rights. It was a time when it was critical for the workers to be clear as to which side of the fence they were on and as to who was on the side with them. The determination should have been to be allies rather than to be combatants in a struggle in which they had everything to lose and not much to hold on to. And their valuable time and resources should have been hoarded and nurtured rather than dissipated in familiar conflict.

This conflict is rooted in the perception of the Appellants that the rights of their members are at risk from the actions of the Respondent and that in this election, they were not treated fairly, or justly. Placing the complaint within the context of this environment of distrust makes it clear that in all matters, attention to detail and adherence to rules and procedure is fundamental. In this election, assumptions as to flexibility and leeway due to extraordinary circumstances were made with no sensitivity to the legitimate concerns of the Appellants' membership. Liberties were taken in the name of time constraints without due consideration to the impact of these decisions and without sufficient consultation with the Appellants' membership. It is precisely because the By-Laws are silent on extraordinary elections that extraordinary efforts should have been made to allay any fears concerning the fairness of rule changes and procedural shortcuts.

Because it is a cornerstone of democratic society, unilateral changes to election procedures rarely go unchallenged. The election process in this instance was a novel creation of some of the members of the Tabulating Committee (a quorum of five rather than the full committee of twelve). There are no Division By-Laws permitting an "emergency" or extraordinary election. The Respondents' reliance on Balloting Procedures Policy s.1(1) which states "The Tabulating Committee is responsible for the entire voting procedure..." is misplaced. The Balloting Procedure Policy is a creature of the Division By-Laws, (see By-Laws, art. 14.4) and as such the Balloting Procedures cannot grant greater authority to the Tabulating Committee than that which is in the jurisdiction and purview of the By-Laws. That is, the By-Laws do not refer or contemplate emergency elections. There is no greater authority to grant the Tabulating Committee 'carte blanche' to create an election procedure unknown to the Division By-Laws and the Balloting Procedures Policies.

Until the By-Laws are amended to address such an omission, if the Union deems an election necessary, then the option could have been a mutually accepted agreement to call an extraordinary election and to craft the rules and procedures for such an election using Article 13 of the By-Laws as a guide. In light of s.2(a)(b) of the Protocol, CUPE National's decision to remain neutral, and in the absence of constitutional rules governing an emergency election, there is no way of avoiding the requirement that the parties involved must agree on whatever process is undertaken to achieve the goal of a single bargaining committee. In other words, if the election process had been flawless, i.e.. If the Tabulating Committee members had been neutral, if all candidates had access to all information at the same time, if all printed campaign platforms had been in both official languages, if every voter had been guaranteed access to voting; in other words, if all the essential requirements of a democratic election had been met, the violations of the By-Laws could have been excused on the grounds that they had been replaced by procedures

that they in every way ensured as fair and adequate an election as the By-Laws would have produced. Indeed the most egregious error that occurred in the election did not pertain to "time" but to the absence of fairness and equality on the process.

DECISION

1. Article 13 of the Division By-Laws and the Balloting Procedures Policies were violated by the Respondent.

a. The election did not satisfy the fundamental requirements of fairness.

b. The electoral commission was not neutral.

c. The candidates did not have equal access to information.

d. The rules were not transparent, nor adhered to.

The October 2001 election of Officers for the "New Air Canada" Component is null and void.

2. The complaint that the election call was unnecessary and contrary to the terms of the Protocol of December 18, 2000 need not be answered.

RECOMMENDATIONS

In agreement with the observations of the Respondent in its closing submission that setting aside the election of the October 2001 would mean that the election of January 2003 is also nullified, thus placing those candidates presently running at a disadvantage,

1. It is recommended that the January 2003 Component election proceed, but with the following modifications:

a. Candidates from the election of October 2001 be permitted to enter this election if that is their wish;

b. To facilitate full and fair participation of these candidates, the parties ought to agree to extension dates for necessary deadlines, including dates of voting.

2. It is recommended that the Conference address the creation of By-Laws to administer extraordinary and "emergency" election.

3. It is recommended that the Conference enshrine in By-Laws the requirement of full neutrality for all Tabulating Committee members.

4. It is recommended that during the transition period to full merger, CUPE National introduce steps to ensure that the bargaining committee reflect the diverse Components of

the Airline Division.

Rosemary Brown, P.C., O.C., O.BC., C.D. (Jamaica)

December 4, 2002