

**FAX**

Air Canada Pilots Association | Association des pilotes d'Air Canada

To: Mr. J. Hayes	From: Captain Paul Strachan MEC Chair
Company Name: Cavalluzzo Hayes Shilton McIntyre & Cornish	Fax No.: 905-678-9016
Fax No.: 416-964-5895	Date: March 30, 2009
No. of Pages (including cover): 18	Time: 2:00 PM EDT

REMARKS: Reply Required Review A.S.A.P. Comment

The attached is also being sent to you as a hard copy version via Canada Priority Post.

Regards,

Liz Hall
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March 30, 2009

Peter Suchanek
Regional Director Registrar
Ontario Region
1 Front Street West, Suite 5300
Toronto, Ont. M5J 2X7

Faxed to 416-973-6543

Dear Mr. Suchanek,

In the matter of the *Canada Labour Code* (Part I – Industrial Relations) and a complaint of unfair practice filed pursuant to section 97(1) thereof by complainant Mr. Rob McInnis et al., alleging violation of section 37 of the Code by the Air Canada Pilots Association, respondent; Air Canada, employer.

Board File (27301-C)

1. Name, address and telephone and fax numbers of the respondent

Air Canada Pilots Association
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Telephone: 905-678-9008
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Attention: Captain Paul Strachan
MEC Chairman

2. Name, address and telephone and fax numbers of counsel;

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Barrister & Solicitor
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Tel: 905-882-1203
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3. Full particulars of the facts, relevant dates and grounds for the response,

See Appendix "A"

4. Position with respect to the order or decision sought by the applicant,

See Appendix "B"

5. Reasons for requesting a hearing;

See Appendix "C"

The following have been served by fax transmission with the Response and supporting documentation:

COMPLAINANT

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Sincerely,

Captain Paul Strachan
MEC Chair
Air Canada Pilots Association

Appendix "A"

The following are the comments of the Respondent to the Applicants' statements in Schedule "A" addressed under the designated "headings" in the schedule.

I Introduction

The application - paragraphs 1-4

1. Contrary to what the applicants allege, *the issue in this complaint is not just the action of ACPA with respect to the seniority rights of the former Canadian Airline pilots but rather with respect to the seniority rights of all the pilots in the bargaining unit, including the former Air Canada pilots.*
2. The merged seniority rights of the former Canadian Airline Pilots and of the former Air Canada pilots have been determined by arbitration and implemented in the collective agreement between their exclusive bargaining agent ACPA and Air Canada. This collective agreement expires on July 1st, 2009.
3. One of the issues in the 2009 negotiations to renew the collective agreement is the real unfairness in the operation of the seniority provisions of the collective agreement. The underlying cause of this unfairness, in the judgment of the Respondent, is not the arbitrated seniority list itself but rather the ongoing adjustments being made to the merged lists:
 - a. by the use of June 15, 2003 , contrary to the direction in Decision 183, as the merger date when in fact the *seniority lists should have been merged as of October 17, 2000, the date at which the Board order merging the two bargaining units was issued,*
 - b. *instituting a re-ratio (discounting) of the seniority rights of the original AC pilots by a factor of 0.25 in groups two, three, five and six –the Mitchnick adjustment.*
4. The Respondent agrees that this application has labour relations significance beyond its straightforward facts. In particular, it is an attempt to have the Board dictate to the union how and what it should negotiate during the renewal of its collective agreement and, indeed, how it should communicate to its own membership. It is respectfully submitted that, should the Board undertake such a task, it would indeed have significance beyond the facts of this complaint.

The applicants - paragraphs 5-9

5. The Respondent agrees that the applicants possess skill, experience and knowledge which would be of assistance to the Respondent in its investigation of this issue. The Respondent has consistently requested and sought to integrate their skill, experience and insight in investigating, considering and resolving the key issues and continues to do so. It is respectfully submitted that the applicants' refusal to cooperate with the Respondent is a fact that the Board ought to take into consideration in assessing the *bona fides* of the allegations being made in this complaint.

Background - paragraphs 10-17

6. The bargaining agent, in response to the expressed concerns of its membership, commenced an investigation to review and consider all aspects of the seniority provisions in the collective agreement and the related seniority list. The main seniority issue which has remained unresolved and which has been the underlying cause of the labour unrest at Air Canada since the merger has been the impact of the adjustments to merged seniority that continue to create a real unfairness to the former Air Canada pilots and the five year seniority advantage it provides to the former Canadian Airline pilots.
7. Like the applicants, ACPA has experienced officials, as well, who are knowledgeable on seniority issues and who have run for and been elected to office. The applicants were always and remain eligible to stand for and to sit on any committee. Although their input and assistance was formally and informally sought, they have never volunteered to assist ACPA in its efforts to address membership concerns about the application of the present seniority provisions.
8. It is respectfully submitted that ACPA is discharging its statutory duty to represent its members by addressing a verified labour relations issue that not only affects a substantial number of its members but has also affected the fundamental role of the bargaining agent, creating a fractured bargaining unit that could undermine the welfare of the employer and the employees alike for years to come. ACPA wishes to engage the applicants and others with concerns, in an integrated, cooperative and responsive process.
 - 8.1 The ongoing unfairness occasioned by the current seniority provisions, as applied, has and continues to undermine ACPA's ability to properly perform its duty of representation. This is witnessed by poor meeting attendance, poor participation rates in votes (other than the one herein cited, notably), general malaise and discontent and turning of "guns" inward upon the bargaining agent by its own members. It is this discord that contributed to the failed ratification of the tentative agreement on B777/B787 pay rates in 2005. In the considered opinion of the bargaining agent, any agreement that it might achieve in the current negotiations (or

in any other situation) will not be judged on its merits but upon this issue, once again. Clearly, there is an overarching labour relations concern that must be addressed if ACPA is to be able to perform its duty in the collective bargaining process. The net effect of the adjustments currently applied to the arbitrated seniority list are such that the merged list is much further divorced from the principles that were to be enshrined within it, as specifically directed by Decision 183, than the original arbitrated seniority list that the same decision overturned. Clearly, and most importantly in the minds of the members of the bargaining unit, this fails any test of fairness. As such, it is the considered opinion of the bargaining agent that any agreement achieved at the bargaining table will be subject to undermining by the enduring unfairness occasioned by the date change and discounting currently applied.

9. ACPA's efforts to have the real unfairness occasioned by the seniority provisions of the collective agreement examined by a committee headed by an experienced labour relations expert can hardly be termed "misguided". The difficulties faced in this initiative were principally due to the refusal of the applicants to participate, notwithstanding their wealth of experience. This was recognized by the committee report, which expressly underlined the importance of the input of the applicants and recommended that it should still be pursued, notwithstanding their initial refusal to assist or cooperate with the process decided upon by their bargaining agent.

CIRB and judicial commentary - paragraphs 19-26

10. A fair reading of the relevant Board and Court decisions and a careful assessment of the facts make it clear that a *real unfairness* as distinct from a *perceived unfairness* can and should be addressed by Air Canada and ACPA in the 2009 negotiations. The effectiveness of the bargaining agent is dependent upon the participation of the applicants to ensure that their perspective is appropriately reflected in the negotiations.

- 10.1 The respondent questions the accuracy and usefulness of the summary of the CIRB and Court judicial comments as stated in paragraph 24 of Schedule A. In the Respondent's respectful opinion the more relevant summary is what the CIRB in Decision 349, dealing with similar issues, has found, namely:

- (1) That ACPA did not breach its duty by attempting to address changes to the seniority provisions of the collective agreement;
- (2) that ALPA's role as the representative of the former Canadian Airline pilots on the integration of seniority issue has come to an end with the incorporation of the Keller seniority list;

- (3) that Air Canada and ACPA have a responsibility to address the wages, benefits and pension issue because of the real unfairness being experienced by its pilots in the operation of the collective agreement; and
 - (4) that with the implementation of the Keller award, the Board has no jurisdiction to consider any changes negotiated by Air Canada and ACPA to their collective agreement.
11. As the Board in Decision 360 confirmed, *ALPA has no generalized right to insist, for all times that the seniority solution represented by the collective terms brought about by the Keller award cannot be varied. It does, however, have status, albeit a diminishing one over time to have its views respected by the certified bargaining agent.* Its constructive and flexible participation is essential to allow this to be done.
 - 11.1 **By its own admission, the applicants are conceding that ALPA's status as a representative expired as of November 29, 2007.** The certified bargaining agent is, as a consequence, committed to providing the applicants and all the members of its bargaining unit with fair representation.
12. What did not end with the Supreme Court decision in November 2007, was the "real unfairness" being experiencing by a large portion of the membership represented by the bargaining agent.

II Facts Giving Rise To The Application

Retainer of former Chairperson - paragraphs 27-35

13. ACPA, as the exclusive bargaining agent for all Air Canada pilots, has the right to consult and retain the experts and advisors that it determines may provide the best possible advice on whether there is an underlying need for changes to the collective agreement and the nature of the changes needed. The former Chair was chosen because of his expertise and to provide assurance to all concerned of the objectivity of the process. The applicants are asking the Board to dictate to ACPA who it may consult.
14. ACPA struck an *ad hoc* seniority sub-committee, comprised of three ACPA executive members, including one former Canadian pilot (First Officer Steve Richards), to investigate whether real unfairness was being occasioned by the continued application of the adjustments and to report all findings to the MEC, along with any recommendations on how this might be best addressed, should real unfairness be determined to exist. First Officer Richards resigned from the sub-

committee soon after it was struck. His oral reason given for resigning was that he was advised by counsel to stand down.

- 14.1 ACPA then sought the advice of the former Chairperson, and committed to the fairest and most open process available to it to address the perceived problems. Despite initial indications of cooperation, the conduct of the former Canadian pilot group turned to organized and hostile disruption.
15. The applicants' speculation as to ACPA's reasons for retaining the former Chairperson are just that – speculation – and, it is respectfully submitted, are not a proper matter to occupy the Board's time. They were not the real reasons, as the open and interactive process which was undertaken will attest.
16. The reality of the situation is that the committee, which included the former CIRB Chair, was looking at the complaints of unfairness being occasioned by the application of the seniority provisions of the collective agreement and the underlying need for changes, at this time - five years after the arbitrated merged seniority list was implemented. The changed circumstances, in ACPA's judgment, required that the unfairness being reported to it by pilots should be investigated and either confirmed to be "real" or dismissed as being merely "perceived".
17. Once the seniority sub-committee had completed its investigation, which included the findings of the committee, including the report of former CIRB Chair, it made recommendations to the ACPA MEC for it to decide what action, if any, would be in the best interests of the bargaining unit, as a whole. The MEC made its decision, after full consultation with the membership and a vote of the entire membership on four key points of consideration.
18. Decision 263 never reviewed the Keller Award to determine whether it complied with Decision 183. Unfortunately, the fact that the two panel appointees declined to sign the Award has resulted in the Award, on its face, lacking the credibility necessary to garner the support of those pilots who are experiencing real unfairness in its application to their jobs and their careers due to the two adjustments to the merged list outlined in 3 a) and b) above.

Purpose of Lordon retainer - paragraphs 36-42

19. ACPA's conduct in consulting Mr. Lordon and requesting that he serve on the investigating committee to examine the facts and to determine whether there was an underlying need for changes to the collective agreement and to seek, if possible, an interactive and mediated resolution to the problems was in keeping with its duty to administer the collective agreement and to fairly represent all the members of the bargaining unit, whether they be the majority or the minority. To fail to put its mind to the issue and address the reported complaints of pilots, it is respectfully submitted, would be to act in an arbitrary manner contrary to its duty.

20. It is respectfully submitted that the Respondent's duty to investigate complaints of unfairness by a portion of the pilots in the bargaining unit commences once the union becomes aware of possible unfairness in the application of the seniority provisions of the collective agreement.

Lordon process - paragraphs 43-48

21. The ACPA MEC seniority sub-committee investigating the seniority complaints retained Mr. Lordon to work with First Officer Geoff Wall and Captain Serge Beaulieu to consider the nature of those complaints and to attempt to mediate their resolution and to recommend such resolution as was possible. It was for the sub-committee to consider the ultimate report and decide how much, if any, it would accept and adopt in making its recommendation to the ACPA MEC. The input of the applicants was repeatedly sought and is still sought by the bargaining agent. That the applicants do not appreciate the use to be made of the report is regrettable and continues to impede a constructive resolution of the situation. However, it is not relevant to whether the sub-committee and ACPA acted fairly in its representation of them and in the best interest of the bargaining unit.
22. The applicants are speculating as to what data the sub-committee, including Mr. Lordon, considered and generated. The applicants fail to take into consideration the familiarity of the former Chairperson with seniority issues and that this was the very reason his opinion was of unique value to ACPA in making its decision on what action, if any, to take in the best interest of the bargaining unit as a whole. His participation was of particular benefit in ensuring the credibility and integrity of the process.
23. The Committee including former Chairperson *Lordon were examining the facts as they were in 2008* and the real unfairness that a large portion of the pilots were complaining of due to the application of the seniority provisions to their present job functions and their eventual retirement benefits. Things have changed and any real unfairness requires action on the part of ACPA, in line with its duty under section 37 of the *Code*.
24. The Committee was not attempting to revisit Keller but to review the operation of the existing seniority arrangements and to undertake discussions with willing pilots to achieve agreement on any changes appropriate to the operative seniority provisions going forward. It concluded that the two adjustments currently applied – not the list itself – give rise to real unfairness.

Committee conclusions - paragraphs 49-53

25. The Courts and the CIRB made it clear that nothing in the collective agreement was written in stone and that should there be a significant change in circumstances, ACPA and Air Canada have the right and duty to act. It would appear that there has been a significant change in circumstances which has

affected a portion of the pilots adversely and which must be addressed. ACPA has the right to decide how best to address this issue. It is respectfully submitted that the applicants may disagree with ACPA's judgment, but this alone is not sufficient to constitute a breach of section 37 of the *Code* .

Criticism of former Canadian pilots' refusal to participate - paragraphs 54-57

26. The CIRB has in numerous cases pointed out that the union's duty under Section 37 is predicated on the requirement that the employees cooperate with their union in the investigation of complaints. The applicants in this case have admitted throughout the complaint and have prided themselves on the fact that they have refused to cooperate in ACPA's investigation of the claims of a substantial portion of the bargaining unit regarding the current application seniority provisions on their present job security and future job security and retirement benefits. *Virginia McRae Jackson et al.*, [2004] CIRB no. 290

26.1 Respondent requests the particulars of the material facts the applicants rely on for their assertion as to the origin of the opinion they attribute to the former Air Canada pilots in paragraph 57 of this complaint.

Objection to Committee exercise - paragraphs 58-60

27. The manner in which ACPA consults with the members of the bargaining unit is an internal union matter. The applicants have the right to express an opinion and make suggestions but it is ACPA that has the duty to consider and decide upon what course of action to adopt and how to communicate its decision to the membership.

28. It is respectfully submitted that the applicants' views on Mr. Lordon and their strenuous efforts to enforce their interpretation of the N.B Code of Professional Conduct are not relevant to the complaint.

Credibility of report - paragraphs 61-66

29. The credibility of the evidence considered by the Seniority Sub-Committee is best assessed by the Board only upon hearing evidence from those whose credibility is at issue.

29.1 The members of the bargaining unit who are claiming that they are being treated unfairly didn't need to be told so by anyone - they are well aware of the unfairness and have been living with the unfairness every working day of their lives since the arbitrated merged seniority provisions were implemented.

IVR Vote #90 - paragraphs 67-69

30. There was never any “seniority agenda”. There were seniority facts that ACPA had a duty to share with all its membership. The recommendations voted on were the recommendations of the seniority sub-committee, as adopted by the MEC.
31. In view of the admission by the applicants in paragraph 17 of this complaint that there were former Canadian pilots dissatisfied with the arbitrated merged seniority list, the results of the referendum might well have been inevitable – which does not of itself make the results suspect or unworthy of consideration by ACPA in making its decision as to what, if any, changes should be proposed to the collective agreement seniority provisions. The applicants’ argument could apply to any vote undertaken (and that has been undertaken in the past) by ACPA in which there is a minority interest in play. In fact, such would be the case in almost every vote ever conducted by ACPA.

Objection to IVR #90 - paragraphs 70-73

32. It is respectfully submitted that in light of the applicants’ failure in the past to participate in any of the efforts ACPA made to have an experienced arbitrator and then a former Chair of the CIRB investigate the complaints of unfairness in the application of the present seniority provisions, ACPA’s reason for declining to participate *in a review of the matter by counsel for the parties* was quite reasonable.

No pretense at justification - paragraphs 74-82

33. “Seldom” doesn’t mean “never”. It is respectfully submitted that the continued application of the “*date change and Mitchnick adjustment to the application of the merged seniority list*” could very well be classified as an **inadvertent error**.
34. The failure of the arbitrated seniority provisions, in their current operation, to fairly preserve the pre-merger seniority ranking, as directed by Decision 183, is the real unfairness that ACPA is attempting to address in the 2009 negotiations.
35. The seniority sub-committee in which Mr. Lordon participated, acting on behalf of the ACPA MEC, identified and reviewed a number of pilots who are suffering real unfairness in the application of the arbitrated seniority provisions due to the continued application of the date change and the Mitchnick adjustment that constitutes a problem of a magnitude that calls for action by ACPA to redress.
36. It is respectfully submitted that it is for the Board, when it hears this complaint, to decide whether ACPA’s conduct is genuine and undertaken in the best interest of the bargaining unit.

Further inquiry by the applicants - paragraphs 83-85

37. It is not uncommon for members of the bargaining unit to be concerned in difficult economic times as to the outcome of collective bargaining negotiations. It is ACPA's right to decide what information to provide to the members of the bargaining unit and to communicate with them as it sees fit.

2009 bargaining preparation - paragraph 86-89

38. It is ACPA's right to consult the members of the bargaining unit and to communicate with them as it sees fit. **It is difficult to understand how the applicants can complain because ACPA is making the members of the bargaining unit aware of a specific proposal which is of the utmost concern to the members. Throughout this complaint and in the remedies sought, the complainants are requesting just such specifics.**
39. The recommendations put to the membership were the sub-committee's recommendations, as adopted by the MEC.
40. The applicants have been given more than enough opportunity to take part in the process of investigating the seniority issue and "to jump onboard the horse" yet they have chosen repeatedly not to do so. Their constructive participation is still invited.

2009 request to ACPA - paragraphs 90-92

41. ACPA has the right to communicate with its members as it sees fit and in the best interest of the bargaining unit. There is no requirement to answer each and every inquiry from all members of the bargaining unit, especially when the sincerity and *bona fides* of the requests are questionable.

III Conclusion - paragraphs 93-101

42. The role of the ALPA Merger Committee (via its over-sight committee) was completed once the arbitrated seniority list was constructed and implemented. ACPA is the exclusive bargaining agent of all the members of the bargaining unit.
43. The applicants' failure to respond to the previous requests of ACPA for them to participate in the undertaking of Mr. Teplitsky and of the seniority sub-committee, to identify and address the fairness of the application of the arbitrated seniority provisions, set the pattern for communications between the applicants and ACPA. It is a bit shallow for the applicants to complain at this point that such a pattern is unacceptable and somehow a breach of section 37 of the *Code*.
44. Decision 349 makes it clear that the collective agreement is not written in stone and further that it is ACPA and Air Canada that have the right and the duty to

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44. Decision 349 makes it clear that the collective agreement is not written in stone and further that it is ACPA and Air Canada that have the right and the duty to

negotiate changes to the collective agreement. The politics of vote #90 included 2666 votes out of 3212 active members for a participation rate of 83%. This was the second highest participation level of any vote in the entire history of ACPA.

45. It is respectfully submitted that consulting the membership and considering their input is hardly a breach of the union's duty of fair representation; on the contrary, it is a good example of how this duty is best performed. The constructive input of the complainants is still sought.
46. ACPA has consulted with the membership at meetings and through its newsletters. The ability for the applicants to be fully informed was and is open to them by means of attending and participating in bargaining unit meetings, by reading ACPA newsletters, and by consulting the ACPA web-site.
47. It is respectfully submitted that a union's duty under section 37 of the *Code* does not require any union to individually communicate with each member where, as was done here, the information being requested has been clearly and reasonably provided to the membership as follows:
 - (1) The applicants and all the members of the bargaining unit were given notice of the meeting at which the sub-committee's recommendations on seniority were presented and explained;
 - (2) the applicants, along with all the members of the bargaining unit, were given the opportunity to vote on the recommendations as adopted by the MEC;
 - (3) the results of the vote were published and, as the applicants have confirmed in this complaint, they are aware of the results of the votes;
 - (4) the January 12, 2009 newsletter indicated clearly what the intention of ACPA is in regard to the recommendations; and
 - (5) ACPA continues to seek and welcome the membership's input.
48. It is respectfully submitted that the applicants' complaint is not that ACPA will not communicate with them but rather that ACPA will not accede to their requests that ACPA:
 - (1) Disregard the recommendations of the seniority sub-committee it set up to consider the seniority issue as adopted by the MEC;
 - (2) that ACPA give no weight to the wishes of the membership expressed in their votes on the recommendations; and

- (3) that ACPA disregard the adverse effect and the real unfairness being occasioned by the continued application of the date change and Mitchnick adjustment to the arbitrated seniority list.
49. As a result of its investigation of claims of unfairness, which included striking a sub-committee to conduct the investigation, engaging the assistance of a uniquely experienced individual, and consulting the membership, the Respondent came to the conclusion that an unjustified advantage to one portion of the bargaining unit was, in fact, taking place.
50. Having identified a real unfairness being occasioned in the operation of the seniority provisions because of the application of the date change and Mitchnick adjustment, the Respondent then considered how it might best address this issue.
51. After considering all the relevant facts and the effects any decision might have upon the portion of the bargaining unit that was receiving the unjust five year seniority advantage as well as the effects on that portion that was experiencing the real unfairness of a five year disadvantage, the Respondent came to the conclusion that there was an objective justification for addressing this issue in the 2009 negotiations for the renewal of the collective agreement.
52. It is respectfully submitted that the Respondent's conduct in addressing this issue shows that it adequately and fairly balanced the interests of all its members. That the applicants disagree with the procedure the Respondent followed and with the substance of the decision it has made does not constitute a valid claim of any breach of section 37 of the *Code*.

Notes to application - points 1-3

53. It is respectfully submitted that seniority in the airline industry is just as important to the majority as it is the minority. In the approach to this issue so far, too much emphasis has been concentrated on the seniority rights of the minority. In fact, if the application of the present seniority provisions produced the same unfair results for the minority that it does for the majority, the Board would likely find ACPA in breach of its duty of fair representation for not attempting to negotiate with Air Canada to implement changes to achieve fairness between all the pilots in the bargaining unit.
54. The applicants are correct when they state that bargaining environment for Air Canada will be difficult and complex. *If there is anything to have been learned from the involvement of the CIRB and the Courts in this issue it is that the resolution of the seniority issue that is fracturing the bargaining unit and undermining the welfare of Air Canada and ACPA must be resolved by Air Canada and ACPA themselves.* It is respectfully submitted that this is what ACPA is attempting to do in line with its section 37 duty.

Appendix "B"

The Respondent's position with respect to the order and directions sought by the applicant is as follows:

1. ACPA denies that its conduct is a violation of Section 37 of the *Canada Labour Code*.
2. To make such a Direction would be an intrusion into the internal operations of the union and as such would be a precedent setting departure from past Board practices. It is respectfully submitted that the facts alleged do not support the request for such a Direction.
3. To make such a Direction would be an even greater intrusion into the internal operations of the union and as such would be a precedent setting departure from past Board practices. It is respectfully submitted that the facts alleged do not support the request for such a Direction.
4. The facts alleged indicate that ACPA has been forthright and open in its communications with the members of the bargaining unit to whom they owe a duty and do not support the request for such a Direction.
 - 4.1 The Respondent denies that it has any duty to disclose to or communicate with the ALPA Merger Committee concerning its proposed negotiating initiatives.
5. The request for "damages to *any member* of the former Canadian pilot group" is not an appropriate remedy for the named applicants to request.
 - 5.1 The Respondent denies that the named applicants have suffered any damages and requests the particulars of the alleged losses suffered.
6. The Respondents respectfully submit that the applicants have not made out a case for awarding cost that should cause the Board to depart from its past practice in such applications.

Appendix "C"

It is respectfully submitted that *viva voce* evidence will be required in order for the Board to make a full determination of the factual and credibility issues raised as to conduct and motivation of the Respondent.

In particular *viva voce* evidence is needed to resolve the factual and credibility issues allegations in the following paragraphs. The Respondent requests the opportunity to cross examine on these allegations and, if necessary, call evidence to refute and/or clarify the issues they raise.

Paragraph 9: The applicant's sole interest in bringing this application.

Paragraph 11. That there is a political constituency obsessed with seniority issues.

Paragraph 13. That the mediation engaged in with Air Canada was misguided.

Paragraph 17. That former Canadian Pilots were also dissatisfied.

Paragraph 33. & 36. The propriety of the Lordon retainer.

Paragraph 34. The applicants' alleged claim and allegation that Lordon is not entitled to provide advice any client ever.

Paragraph 37. That ACPA and Lordon were attempting to overturn Keller award.

Paragraph 39. The characterization of the Lordon undertaking.

Paragraph 41-48. The purpose and nature of the Lordon process.

Paragraph 49. The basic disagreement about the Decision 183 principles.

Paragraph 54. The characterization of Lordon's comments.

Paragraph 80. The justification for taking the issue to the 2009 bargaining table.

Paragraph 82. That ACPA's motive in seeking change has never changed.