

**IN THE MATTER OF AN ARBITRATION
BETWEEN:**

AIR CANADA

(the “Company”)

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES,
AIR CANADA COMPONENT**

(the “Union”)

**AND IN THE MATTER OF A GRIEVANCE REGARDING THE UNIFORM POLICY OF
THE COMPANY**

Louisa M. Davie - Sole Arbitrator

Appearances

For the Union: Megan Reid

For the Employer: Doug Gilbert

Interim Award

The Air Canada Component of Canadian Union of Public Employees ("the Union") has filed a grievance in response to the bulletin dated June 3, 2016 by Air Canada ("the Company") announcing its new uniform policy.

The Union objects to two components of the new uniform policy, namely (a) that cabin personnel will be required to wear name brevets which will display only their first name or an approved first name pseudonym, and (b) that cabin personnel can only wear Company issued lanyards and are prohibited from wearing other lanyards, including the CUPE lanyard.

This interim award addresses only the first aspect of the policy namely the mandatory nature of wearing a first name only brevet.

This matter came before me at arbitration on June 28, 2016. At that time the parties agreed to spend some time in mediation to attempt to resolve the issues raised by this change in the uniform policy. They did so in a spirit of collaboration and in their mutual desire to avoid potentially acrimonious litigation with uncertain results. That mediation continued on July 14, 2016. It is fair to say that during the mediation each side forcefully articulated their respective positions.

On July 7, 2016, following the first day of mediation, the Company announced a further change to its uniform policy which significantly impacted this aspect of the grievance. The Company has announced that the wearing of a first name only brevet is not mandatory but voluntary. Cabin personnel can choose to wear 1. a first name only and position title brevet or 2. an approved first name pseudonym and position title brevet or 3. can choose to wear no brevet at all.

Due to this significant change in the policy, on July 14, 2016, after further discussion in mediation, the parties agreed to the following matters and made further commitments to

address the name brevet issue between them. They agreed that I issue this award. They agreed that this award shall remain in effect until the terms of the 2019 – 2022 collective agreement are finalized. For certainty nothing in this award shall affect the rights of the parties in the 2019 – 2022 renewal process.

1. The Company will maintain its policy that the wearing of 1. a first name only and position title brevet or 2. an approved first name pseudonym and position title brevet is voluntary. For the term of this award cabin personnel will continue to have a choice of wearing 1. a first name only and position title brevet or 2. an approved first name pseudonym and position title brevet or 3. not wearing a brevet at all as set out in the Company's announcement of July 7, 2016.

2. The Company may continue to promote the wearing of the brevet and may continue to explain its rationale and reasons for that promotion to the bargaining unit.

3. As the Union wishes to remain neutral in relation to its communications on the matter it shall refer cabin personnel to the applicable policy and bulletin of July 7, 2016 without negative comment.

4. In order to ensure that all those affected by this policy and grievance are aware I hereby order and direct that a copy of this interim award be sent to all Local Union Representatives, bargaining unit employees and their supervisors and managers without any comment that would be contrary to the terms of this award.

I will remain seized in the usual manner in the event there are any issues related to compliance with or arising from the implementation of this award.

Dated at Mississauga this 2nd day of August, 2016.

Louisa Davie

Louisa M. Davie sole arbitrator