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**Re United Automobile Workers of America, Local 195, and Bendix-Eclipse of Canada Ltd**

Innis Christie

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**RE UNITED AUTOMOBILE WORKERS OF AMERICA, LOCAL 195,  
AND BENDIX-ECLIPSE OF CANADA LTD. (WINDSOR PLANT).**

*I. Christie.*

*June 2, 1967.*

The company's policy was to not post job vacancies occurring in a certain group of jobs. In addition, the company did not in certain instances post job descriptions. The collective agreement provided that "When a job vacancy occurs in the bargaining unit, the company will post a notice on the bulletin board setting forth a description of the job". The collective agreement then went on to provide for a job bidding system. The union grieved. *Held*, the grievance was allowed. The company alleged that the relevant provision of the collective agreement was ambiguous and that it must be interpreted in the light of past practice. The provision in question was found to be clear and unambiguous. Therefore, neither evidence of past practice nor evidence of what passed between the parties during negotiations was admissible to contradict "the product of agreement between the two parties". The company therefore cannot continue to post occupational group and preferential zone jobs. All "job vacancies" occurring in the bargaining unit must be posted. A job vacancy occurs whenever there is an existing job required to be filled. The practice of posting a job vacancy by the name of the job alone is adequate only where the name is sufficiently descriptive.

*J.L. Hiller* and *S.S. Weiko* for the union.

*G.E. Koch* and *P. Reid* for the company.

[Full award 9 pages]