

– reading a – COLLECTIVE AGREEMENT



1

Words are given their normal or ordinary meaning.

Words should be given their normal or ordinary meaning. The everyday meaning is given the most weight, and arbitrators do not want to look for meaning outside of the ordinary meaning.

2

All words have meaning.

It is presumed that all words used, including headings, were intended to have some meaning. An interpretation that requires you to avoid words or sections is usually incorrect.

3

The same words should be given the same meaning, & different words should be given different meanings.

Where the same word is used twice, it is presumed to have the same meaning. Different words are presumed to have different meanings.

4

The collective agreement must be read as a whole.

An interpretation in one article should not cause another provision to be meaningless or absurd. Words should be read in the context of the sentence, section, and entire agreement.

5

The specific overrides the general.

When reading a collective agreement, make sure to look for any other language that might be more specific. For example, specific provisions modifying vacation entitlement for casual employees prevail over the general language on vacation entitlement.

6

Watch for ambiguous language.

Words or phrases that are subjective or ambiguous can have a range of possible effects. Watch for words and phrases such as “meaningful discussion,” “reasonable,” “endeavour,” or “consult.”

7

Know the difference between “must,” “shall,” & “may.”

MUST –
Always mandatory

SHALL OR WILL
– Mandatory in most instances

MAY – Discretionary and permissive

8

What is written is what was intended.

It’s presumed the parties intended what they said, though the interpretation should be informed by the provision’s purpose and surrounding circumstances. Only where there is an ambiguity in the language can bargaining history be examined, and the history must reveal a mutual understanding of the provision.