



What is a Collective Agreement?



A collective agreement is a legal contract negotiated, agreed to, and signed by the parties—your employer and the union. Both employer and union are bound by law to abide by its terms and conditions. It is like a rule book that defines working conditions and sets out the rights and responsibilities of the employer and the workers.

Read your collective agreement each time a question or problem arises.

Remember that a collective agreement violation (or breach of a work-related law) is the basis for any grievance.

Keep in mind the need to read the contract from two perspectives:

- **Bird's-eye:** The collective agreement needs to be read as a whole document, including letters of understanding. So it's good to get into the habit of looking through the whole contract each time you have a question. Something might not stand out for you until you're reading it with that specific topic in mind. And you need to identify all the clauses that are related to the particular question.
- **Close-up:** Each relevant clause is made up of different phrases that describe what, when, and how. You need to be able to break down the clause to identify all of the factors that determine if the clause applies to the question at hand or not.

Interpreting Collective Agreements

Contract clauses can be interpreted in different ways, so check with your stewards or Labour Relations Officer if you're dealing with a clause for the first time.

Words and structure have meaning. They provide the context for interpretation. The following guidelines are not firm rules for interpreting a contract, but they summarize the most common ways that interpretations are made. There will always be exceptions, but most of the time these guidelines will help you correctly decide whether you have a grievance under the collective agreement.

Definitions are good starting points...

Definitions in the agreement show the specific meaning that the union and employer agreed to give to certain words. Definitions which appear at the beginning of the collective agreement can be used to interpret any provisions in the body of the agreement, unless a specific definition or exception is noted.

Some definitions are contained within a particular section or article (at the beginning or the end) and are intended to apply to just that section or article. Look for words like, "for the purposes of this section" or "for this article".

Give words their ordinary, every-day meaning if they are not defined.

Pay attention to order, links, and limitations...

Look for clauses in an article that specify how that particular article is to be applied. For example, %An employee must obtain permission of the manager *before* taking leave.

+Some clauses and sub-clauses must be read together. Look for words like %Subject to Article 3.2. ÷ +Read the agreement as a whole. One piece does not stand alone.

If there is a potential conflict, provisions that come first override provisions that come later. If there is a potential conflict, specific provisions over-ride general provisions.

These things are assumed:

Every word was included to help with the meaning. Otherwise, the union and employer would not have included it.

The union and employer would not agree to something that leads to absurd consequences.

The union and employer did not intend for anyone else to read in or add in other words to the collective agreement.

Individual words carry meaning... The same word must have the same meaning every-where it is used in the agreement, unless specifically noted. Different words have different meanings. (E.g., %job+and %classification+)

If there are two possible meanings, look to see where else the word is used and try the two meanings in the other section. Which makes sense?

Remember, %May+means optional. %Shall+and %Must+mean mandatory. %And+means both/all. %Or+means either.