Common Rules of Contract Construction

Does the CBA contain plain, unambiguous & specific language?

Yes

The language prevails. Apply it as written.

No

Is the ambiguous language given meaning?

Yes

How? Were there manifest expressions of intent? (Something communicated in some way - spoken, written...)

Yes

Was there a meeting of the minds when the language was drafted?

Yes

Was there a record of this?

No

“Crap Shoot!”

Or a

“latent ambiguity” (clear on its face or fairly precise, but events outside the CBA cause the language to become ambiguous - e.g., wage % is based on Washington, D.C. CPI, & later, Bureau of Labor Statistics redraws boundaries.)

No

Why not? Is it a:

Yes

“potent ambiguity” (ambiguous right on its face - e.g., “overtime will be provided on a judicious basis.”)

No

Is the ambiguous language given meaning?

No

Is there a consistent, post negotiations practice?

Yes

Apply as intended.

No

Then that industry or similar-party experience may prevail, but it is not a given. Apply it, but recognize it is still subject to challenge.