

CONTRACT LANGUAGE INTERPRETATION GUIDELINES

Certain common guidelines have evolved that are followed by most labor arbitrators when they are interpreting the provisions of a contract.

- Clear and unambiguous language will be given its expressed meaning unless there was a mutual mistake or error.
- Specific language will usually supersede more general clauses.
- Mention of certain items and not others usually means that the excluded were not meant to be covered.
- Context of words and phrases may determine their meaning.
- Contract, as a whole, will be examined assuming that all parts have some meaning and effect.
- Ordinary meaning will be given to words unless they are clearly used otherwise. That meaning will be used throughout unless agreed to the contrary.
- If the contract is silent or unclear the arbitrator will try to determine what the parties meant when the contract was written.
- History of negotiations may be studied as an aid, including meeting minutes and oral testimony.
- Ambiguous language will be applied so that it is reasonable and equitable to both parties.
- Reasonable results are sought, not ones that lead to harsh or nonsensical results.

