

CONTRACT INTERPRETATION

Eight Helpful Hints for Interpreting Agreements

1. Always think about the intent of the parties who wrote the agreement. For example, the contract may state that new employees will be evaluated by both the supervisor and the department head. Without spelling it out, the clause probably intends that each of these evaluations be independent and separate from each other. Should a situation arise where the facts demonstrate that a department head's evaluation of a new employee was influenced by the supervisor, a grievance could be filed on the grounds that the intent of the agreement was violated.
2. The contract should be interpreted as a whole. One part cannot be used to the exclusion of other parts. When both general and special provisions exist concerning the same thing, the special provisions will generally prevail.
3. If the wording of the contract is clear and definite, it will generally prevail. For example, a clause spelling out a minimum 30-minute, duty-free lunch period appears to be clear and unequivocal.
4. But if the wording of the contract is vague and indefinite, the interpretation of the parties will carry considerable weight. One way the parties demonstrate what they mean is by what they do. For example, the meaning of a provision stating that "the union and its representatives shall have the right to use the employer's facilities at all reasonable hours for meetings" would be illuminated by when and where the union has met in the past.
5. Decisions made in similar cases in the past affect decisions in present cases. In a dispute over what constitutes a valid reason for taking personal business days, knowing the reasons of why or whether a personal business day was granted in other situations is essential.
6. Express (written) provisions imply the exclusion of everything not mentioned. For example, if your contract specifies that personal days may be used for certain specific purposes, a grievance alleging that a personal day for a different purpose was improperly denied would likely be unsuccessful.
7. Implied (unwritten) provisions may exist if they are not inconsistent with the express (written) provisions and consistent with past practices.
8. Needless to say, a reasonable interpretation will prevail over one that is unreasonable or absurd.