10% cap on insurance costs. . ." This expression of intent was picked up in both the 1994-1997 and 1997-2002 collective bargaining agreements.

In the 1992-1994 agreement, the parties identified two (2) insurance costs, single/individual and dependent coverage. The above referenced expression of intent refers to "insurance costs" in the plural. The 1994-1997 and 1997-2002 language, likewise, refers to "insurance costs" in the plural. Thus, it is evident this expression of intent has consistently referred to both single/individual and dependent coverage costs. It is further noted that since 1992 this expression of intent is just that. It is not a binding clause of the labor contract.

In terms of the construction of Section G(1), this is significant. If the Association's argument is meant to imply the language of intent is tied to dependent coverage because it is physically placed after the dependent coverage sentence, such a claim ignores the historical development of that expression and its clear reference to both single/individual coverage and dependent coverage.

Likewise, the second sentence of Article VII, G(1) is no more linked to single/individual coverage as is the implication that the last sentence of G(1) expresses the parties' intention to exclusively link the preceding sentence dealing with dependent coverage with the last sentence.

It is not the physical placement of the cap language that governs this contract dispute, but rather what the parties wrote. If either party wished to limit the application of the 10% cap to single/individual premium cost, they are deemed fully capable of so expressing themselves. In this dispute, the parties chose to begin sentence two of G(1) with the phrase "Any premium increase". Since it is evident there existed two components to a premium increase (single/individual and dependent coverage), that use of language

encompassed both components. The word "any" cannot reasonably be found to somehow limit its application to the single/individual component as the Association urges herein. Read as a whole, the language of Article VII, G(1) clearly and plainly does not support the Association's position. There is no ambiguity in G(1). The above analysis is meant to underscore why the language does not support the Association's position.

VII. AWARD

The District's portion of the payment of dependent insurance premiums effective from the 2000-2001 school year does not violate Article VII, Section G(1) of the collective bargaining agreement. Grievance denied.

February 7, 2002

Robert W. McAllister
Arbitrator