

## STATE CASES ADDRESSING PUBLIC SECTOR HEALTH BENEFITS

State	Summary of state law
Alabama	
Alaska	Duncan v. Retired Public Employees of Alaska, Inc., 71 P.3d 882 (AK. 2003)(health insurance benefits are protected from diminishment or impairment by the Alaska Constitution. When determining if changes were reasonable, comparative analysis of disadvantages and compensating advantages must be made by focusing on the entire group of employees rather than individuals)
Arizona	
Arkansas	
California	Thorning v. Hollister School District, 15 Cal.Rptr.2d 91 (Cal. App. 1993)(retired board members had vested right in postretirement health benefits provided by school district)
Colorado	City of Colorado Springs Firefighters' Association v. City of Colorado Springs, 784 P.2d 766 (Colo. 1989)(holding that ordinance providing that city would pay health insurance premiums for eligible municipal retirees did not create contractually enforceable pension benefit under contract clauses of State and Federal Constitutions)
Connecticut	Poole v. City of Waterbury, 831 A.2d 211 (Conn. 2003)(retired firefighters had vested right to medical benefits that survived expiration of collective bargaining agreements but city's modifications to health benefits by switching to managed health care plan only affected the form and not the substance of vested benefits under collective bargaining agreements)
Delaware	
Florida	
Georgia	Unified Government of Athens-Clarke County v. McCrary, 635 S.E.2d 150(Ga. 2006)(requiring retired employees to elect health management organization if they wanted cost-free coverage did not violate impairment clause of state constitution)
Hawaii	
Idaho	
Illinois	
Indiana	
Iowa	Martin v. City of Ottumwa, 713 N.W.2d 247 (IA. App. 2006)(Retired city employee filed petition for writ of mandamus to compel city to provide retiree health insurance. Held that city employee did not have vested right in retiree health benefits and city was not equitably estopped from refusing to provide retiree health insurance benefits)
Kansas	
Kentucky	Section § 61.692, KY ST, recognizes that public pension rights in the state retirement system constitute an "inviolable contract" and that benefits shall not be subject to reduction or impairment by alteration, amendment, or repeal. Jones v. Board of Trustees of Kentucky Retirement Systems, 910 S.W.2d 710 (Ky.1995)(recognizing inviolable contract between KERS members and state).
Louisiana	
Maine	
Maryland	MD ATY GEN. OPINION 2005 WL 3498904(December 16, 2005)(In MD the State currently has a statutory obligation to provide health care benefits to certain retirees; however, the statute does not create a contractual obligation and the General Assembly remains free to amend the law that provides such benefits. Although the General Assembly may choose to confer a vested right in retiree health care benefits, it has not done so. Even a contractual right to health care benefits would be subject to modification if reasonable and necessary to serve an important public purpose)
Massachusetts	Massachusetts Water Resources Authority v. AFSCME, 856 N.E.2d 884 (Mass. App. Ct. 2006)(holding that state statute preserving Legislature's right to vary contributions for health insurance overrides collective bargaining rights of employees to negotiate contrary health benefits)

Michigan	Musselman v. Governor of Michigan, 533 N.W.2d 237 (Mich. 1995); Studier v. Michigan Public School Employees' Retirement Board, 698 N.W.2d 350 (Mich.S.Ct. 2005)(held that the statute creating retiree health care benefits did not establish a contractual obligation and that modification of the prescription drug benefits to increase co-pays and create incentives to encourage the choice of formulary drugs did not implicate the contract clauses of the state or federal constitutions. Rather, the court determined that the Michigan legislature had simply made a policy decision that there would be a subsidy for a retiree who chose to participate in whatever plan the state authorized, the statute did not require that the plan could not be later amended)
Minnesota	Law Enforcement Labor Services, Inc. v. Mower, 483 N.W.2d 696, 697-98 (Minn.1992)(vested right under agreement; county employer could not modify employer fully paid benefits to require copayment of benefits); Housing and Redevelopment Authority of Chisholm v. Norman, 696 N.W.2d 329 (Minn. 2005)(public employer's promise in CBA to pay retiree healthcare premiums was enforceable on contract grounds, rather than on promissory estoppel grounds and employee's right to payment of health insurance premiums vested at time she retired)
Mississippi	
Missouri	
Montana	
Nebraska	
Nevada	
New Hampshire	
New Jersey	Weiner v. County of Essex, 620 A.2d 1071 (N.J. Super. 1992)(postretirement medical benefits conferred by resolution were property rights which county could not unilaterally terminate)
New Mexico	
New York	Emerling v. Village of Hamburg, 680 N.Y.S.2d 37 (New York App. 1998); Della Rocco v. Schenectady, 683 N.Y.S.2d 622 (1998), appeal dismissed, 717 N.E.2d 1082 (1999)(held that retired firefighters and police were entitled under collective bargaining agreements to the same or equivalent health insurance coverage during their retirement as the coverage in effect at retirement). Note that the NY Legislature enacted what is commonly known as the "Retiree Healthcare Moratorium" in 1994. The Moratorium statutorily precludes any diminution of a retiree's health insurance benefits "unless a corresponding diminution of benefits" is applied to the corresponding group of active employees. The purpose of the Moratorium is to protect retirees by linking any reduction in their benefits to a reduction in benefits for active employees who are able to collectively bargain. See Jones v. Board of Education, 800 N.Y.S.2d 348 (N.Y. Sup. Ct. 2005)(holding that school district violated Moratorium by lowering health insurance contributions for retirees without corresponding reduction for active employees), aff'd as modified, 816 N.Y.S.2d 796 (N.Y. App. Div 2006).
North Carolina	
North Dakota	
Ohio	
Oklahoma	McMinn v. City of Oklahoma City, 952 P.2d 517 (Okla. 1997)(retiree was entitled to full retirements benefits available to city employees under employment contract classification as city employee for retirement purposes)
Oregon	

Pennsylvania	Bernstein v. Commonwealth, 617 A.2d 55 (Pa. Cmwlth. 1992)(interpreted PA statute to deny contractual protection for health care coverage elected by retirees. The case arose after PA changed the health care options for its retirees to eliminate duplicative coverage under Medicare Part B. Retirees argued this change unconstitutionally impaired contract rights. Held that the statutory language merely gave a retiree an option to participate in the employee health coverage. The court recognized that the state legislature, in light of the practical reality of fluctuating health care costs, had not committed the state to any particular plan. The court noted that the state share of the costs of the health insurance program had changed over time undermining any expectation of a particular level of benefits upon retirement). Note that PA's "Home Rule Act" of 1972 protects retirees in home rule municipalities from unilateral reduction of benefits paid by a pension or retirement system. See City of Pittsburgh v. FOP, 911 A.2d 651 (Pa. Commw. Ct. 2006)(holding that Home Rule Act does not protect health care benefits which are not paid from a pension or retirement system).
Rhode Island	Anderson v. The Town of Smithfield, 2005 WL 3481627 (R.I.Super., Dec 20, 2005)(holding that Collective Bargaining Agreements in effect at the time of the retirees' respective retirements did not guarantee them the specific benefits, rather, retirees had only a vested right to receive continued health coverage by allowing them to participate in the plan offered by the Town to the active officers. Because the decision of the arbitration panel neither affected the retirees' vested right to receive continued health care coverage, nor substantially altered the health care benefits as a whole, the approved changes are thus applicable to the retirees.)
South Carolina	
South Dakota	
Tennessee	Davis v. Wilson County, 70 S.W.3d 724 (Tenn. 2002)(health care benefits amounted to welfare benefits that did not automatically vest and could be altered or terminated by county at any time)
Texas	
Utah	
Vermont	
Virginia	
Washington	
West Virginia	State ex rel. City of Wheeling Retirees' Association v. City of Wheeling, 407 S.E.2d 384 (West Virginia 1991)(city was required to provide retirees with group insurance at same cost for same coverage as regular employees of similar age groupings when present insurance carrier increased its rates for retirees, as well as when city changes insurance carriers)
Wisconsin	Roth v. City of Glendale, 614 N.W.2d 467 (Wis.S.Ct. 2000)(interpreted a series of limited term collective bargaining agreements between a city and union that included provisions for subsidizing retiree health care benefits and adopted a presumption that such benefits vest unless the language of the contract provided otherwise. The Court treated those benefits as part of the package of retirement benefits that ordinarily last beyond the life of the contract, in the absence of contract language or extrinsic evidence demonstrating a contrary intention.)
Wyoming	

This chart only includes reported decisions determining substantive rights to health care benefits. The chart excludes collective bargaining disputes, arbitration awards and reported decisions that were resolved on procedural or jurisdictional grounds.