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 (Alaska 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); *State v. Retired Pub. Emples. of Alaska, Inc.*, 502 P.3d 422 (Alaska 2022) (holding that the option to purchase a particular dental insurance plan was an accrued benefit protected from diminishment under Alaska CONST. art. XII, § 7).
Arizona	
Arkansas	*Hendrix v. Mun. Health Ben. Fund*, 655 S.W.3d 678 (Ark. 2022) (holding that a municipal employee's suit against a municipal health benefits fund failed in claim for breach of contract because the fund was created by a trust to provide benefits to employees of its municipal owners, but the trust's duties to the beneficiaries were not contractual so there was no contract breach); *Clevenger v. City of Jonesboro*, 2011 Ark. App. 579 (Ct. App.) (holding that a city could offset against a firefighter's retirement benefits to cover the cost of the firefighter's injury).
California	*Thorning v. Hollister School District*, 15 Cal. Rptr. 2d 91 (Cal. App. Ct. 1992) (retired board members had vested right in postretirement health benefits provided by school district); *Rose v. Cty. of San Benito*, 292 Cal. Rptr. 3d 678 (Cal. App. 2022) (holding that employees did not have a vested right to health insurance benefits at the same contribution rate the county paid to active employees after the county ceased providing benefits under the Public Employees' Medical and Hospital Care Act); *Retired Emps. Ass'n of Orange Cty., Inc. v. Cty. of Orange*, 266 P.3d 287 (Cal. 2011) (a vested right to health benefits for retired county employees can be implied under certain circumstances from a county ordinance or resolution).
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); *Berg v. State Bd. of Agric.*, 919 P.2d 254 (Colo. 1996) (holding that an former employee's claim of promissory estoppel based on an alleged promise by PERA to provide health care coverage at a level at least equal to that which the employee received at time of retirement was not barred by the Colorado Governmental Immunity Act).
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); *Gallagher v. Town of Fairfield*, 262 A.3d 742 (Conn. 2021) (holding that a CBA between a town and its police union, made at a time when federal law did not permit municipal employees to participate in the Medicare system, did not preclude the town from terminating plaintiff's and other disability retirees' town-paid private health insurance, so long as the town provided them with substantially similar benefits in the form of supplemental Medicare coverage); *Awdziewicz v. City of Meriden*, 115 A.3d 1084 (Conn. 2015) (holding that a city charter and a stipulated judgment, when read together, allowed the city to reduce the retired plaintiffs' health insurance emoluments in proportion to the cost share deducted from the health insurance emoluments of active police officers and firefighters).
Delaware	
District of Columbia	
Florida	*Communs. Workers of Am. v. City of Gainesville*, 65 So. 3d 1070 (Fla. Dist. Ct. App. 2011) (holding that the city engaged in unfair labor practices when it unilaterally changed health insurance benefits employees would receive as retirees, without negotiating the changes with the unions as required by state law); *Fla. Police Benevolent Ass'n v. Sheriff of Orange Cty.*, 67 So. 3d 400 (Fla. Dist. Ct. App. 2011) (holding that the Sheriff did not commit an unfair labor practice by discontinuing merit pay increases after expiration of the CBAs because the CBAs explicitly stated future pay increases would be subject to further negotiation).
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); *City of Waycross v. Bennett*, 849 S.E.2d 33 (Ga. Ct. App. 2020) (the impairment clause may not provide protection

	where a benefit is provided "separately and distinctly" from retirement benefits, such as health benefits).
Hawai'i	*Everson v. State*, 228 P.3d 282 (Haw. 2010) (holding that while healthcare benefits were constitutionally protected, the State was not required by Haw. Rev. Stat. ch. 87A to provide retirees with health benefit plans that were the same or similar to those provided to active employees); *Dannenberg v. State*, 383 P.3d 1177 (Haw. 2016) (holding that the benefits arising from membership in the Hawai'i employees' retirement system (ERS), including retiree health benefits, accrued upon an employee's enrollment in the ERS, subject to any conditions precedent in place at the time of enrollment that were satisfied before receiving the benefits. The constitutionally protected retirement health benefits were not an exact package of health benefits, fixed as of a certain date, unchanged and unchangeable over time, and the benefits remained subject to legislative changes that did not result in a diminishment or impairment of the benefits that had accrued).
Idaho	
Illinois	*Kanerva v. Weems*, 13 N.E.3d 1228 (Ill. 2014) (holding that subsidized health care provided to state employees was a benefit of membership in a state retirement system protected by the pension protection clause); *Matthews v. Chicago Transit Auth.*, 51 N.E.3d 753 (Ill. 2016) (holding that healthcare benefits provided to retirees under a collective bargaining agreement constituted enforceable, vested rights protected by the pension protection clause); *Underwood v. City of Chicago*, 84 N.E.3d 420 (Ill. App. 2017) (holding that fixed-rate healthcare subsidies for pension plan participants are protected under the pension protection clause).
Indiana	*State Employees' Appeals Com., Ind. State Pers. Bd. v. Brown*, 436 N.E.2d 321 (Ind. Ct. App. 1982) (holding county welfare employees, as state employees, were entitled to the same benefits as other state employees, including fringe benefit increases such as medical coverage and the addition of dental coverage).
Iowa	*Martin v. City of Ottumwa*, No. 04-1967, 2006 Iowa App. LEXIS 150 (Iowa Ct. App. 2006) aff'd, 713 N.W.2d 247 (Iowa Ct. App. 2006) (Retired city employee filed petition for writ of mandamus to compel city to provide retiree health insurance. The court 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	*Hoffman v. City of Topeka*, 425 P.3d 644 (Kan. Ct. App. 2018) (holding that under the CBA and K.S.A. § 12-5040, the city could raise retired police officers' health insurance premiums higher than that charged to active police officers).
Kentucky	Kentucky Revised Statutes § 61.692, recognizes that for those who became members of KERS prior to January 1, 2014, 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); *River City FOP Lodge 614 v. Ky. Ret. Sys.*, 999 F.3d 1003 (6th Cir. 2021) (holding that Kentucky canceling the free health insurance of police officers who retired and later obtained new jobs with different state agencies violated the Commonwealth's commitment under Kentucky law); *Keisker v. Ky. Ret. Sys.*, No. 2005-CA-000995-MR, 2006 Ky. App. Unpub. LEXIS 251 (Ct. App.) (holding that Ky. Retirement System correctly calculated retiree's healthcare reimbursement under KRS 61.702 and KAR 1:290 when retiree obtained out-of-state employment).
Louisiana	*Born v. City of Slidell*, 180 So. 3d 1227 (La. 2015) (holding that a city could not terminate plaintiff's retirement health plan coverage and require him to accept Medicare pursuant to an ordinance that required all city retirees to apply for Medicare coverage on reaching the age of 65, as his contract with the city resulted in his vested right to participate in its health plan).
Maine	*Budge v. Town of Millinocket*, 55 A.3d 484 (Me. 2012) (holding that a personnel policy stating that retirees would receive the same health insurance benefits as current employees did not create an enforceable contract because the legislative enactment created no contractual rights unless such an intent was clearly stated); *City of Augusta v. Me. Labor Rels. Bd.*, 70 A.3d 268 (Me. 2013) (holding that city firefighters who had retired after the expiration of the CBA, but who were otherwise qualified to receive retiree health insurance benefits, were entitled to those benefits under the expired agreement's terms in order to preserve the static status quo when no arbitration was underway pursuant to Me. Rev. Stat. Ann. tit. 26, § 964-A(2)).

Maryland	MD Attorney General 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); *Atkinson v. Anne Arundel County.*, 181 A.3d 834 (Md. App. 2018) (holding that the use of "terms and conditions of employment" in the county charter was a term of art that includes health insurance benefits, and that the county council could not limit the subject matter of collective bargaining to a de minimis level).
Massachusetts	*Massachusetts Water Resources Authority v. AFSCME*, 856 N.E.2d 884 (Mass. App. Ct. 2006) (holding that state statute preserving the legislature's right to vary contributions for health insurance overrides collective bargaining rights of employees to negotiate contrary health benefits); *Cioch v. Treasurer of Ludlow*, 871 N.E.2d 469 (Mass. 2007) (holding that a town was free to adopt a policy limiting enrollment in retiree group health insurance program to those who enrolled in the municipal health plan while employed); *Galenski v. Erving*, 28 N.E.3d 470 (Mass. 2015) (holding that a town's retirement policy imposing a minimum term of service as a prerequisite to premium contributions from the town was invalid because the terms of Mass. Gen. Laws ch. 32B, § 9E governed whether and in what amount the town must contribute to the cost of a retiree's health insurance premiums); *Somerville v. Commonwealth Emp't Relations Bd.*, 24 N.E.3d 552 (Mass. 2015) (holding that municipalities may unilaterally reduce retiree contribution rates since Mass. Gen. Laws ch. 32B let the city solely determine such contributions, as such bargaining would undermine a municipality's authority); *Boss v. Leverett*, 142 N.E.3d 1113 (Mass. 2020) (holding that a town's adoption of Mass. Gen. Laws ch. 32B, § 9A required municipal employers to pay fifty percent of the health insurance premiums for both retired employees and their dependents because, under the statute, the town had to contribute fifty percent to that which the retired employee was required to pay); *Cannata v. Mashpee*, 496 Mass. 188 (2025) (holding that Mass. Gen. Laws ch. 32B, § 9 neither requires nor prohibits a municipality from enrolling individuals like plaintiff—former municipal employees who deferred retirement, did not maintain municipal health insurance during the deferral period, and now seek to enroll upon receiving retirement benefits—in its group health insurance plan upon retirement).
Michigan	*Musselman v. Governor of Michigan*, 533 N.W.2d 237 (Mich. 1995) (holding that despite the governor reducing appropriations for school employee healthcare benefits, the state was nonetheless obligated to refund healthcare benefits, however, petitioner's request was denied because the Court lacked authority to instruct the governor or legislature to appropriate funds); *Studier v. Michigan Public School Employees' Retirement Board*, 698 N.W.2d 350 (Mich. 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); *AFT Mich. v. State*, 846 N.W.2d 583 (Mich. App. 2014) (holding that healthcare brochures published by the state did not evidence a contract between the state and the members as they were an informational explanation of the then-existing formula); *Bd. of Trs. v. City of Pontiac*, 873 N.W.2d 783 (Mich. App. 2015) (holding the board of trustees had standing to enforce the terms of the trust agreement, but their rights to assert lifetime, unchanging health care benefits, if they existed, had to be based in contract; The board lacked standing because it was not the proper party to assert the breach of contract claims that the retirees might have regarding modification of the pertinent CBA's affecting benefits; healthcare benefits were not accrued financial benefits under Michigan CONST. 1963, art 9, § 24; the trustees' contract claims also failed because the source of the retirees' benefits was not the trust agreement itself but the various CBAs that provided for certain benefits).
Minnesota	*Law Enforcement Labor Services, Inc. v. Mower*, 483 N.W.2d 696, 697-98 (Minn. 1992) (retirees' healthcare rights vested upon retirement; 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); *Savela v. City of Duluth*, 806 N.W.2d 793 (Minn. 2011) (holding that the CBAs guaranteed retired city employees health insurance benefits to the same extent as active employees, rather than to the same extent as employees who were active at the time of the retiree's departure).
Mississippi	*Cutrer v. Singing River Health Sys.*, 302 So. 3d 648 (Miss. App. 2020) (holding that a special retirement package pertained to pension benefits, not health care benefits, and the absence of any reference at all to health insurance benefits from the board's minutes meant that the alleged additional health insurance benefits could not be part of the alleged contract that any employee accepted by retiring early).
Missouri	*St. Louis Police Officers' Ass'n v. Bd. of Police Comm'rs*, 259 S.W.3d 526 (Mo. 2008) (holding a new health plan that required retirees to pay a substantial monthly premium to obtain the same benefit provided to active duty officers without the payment of a premium violated Mo. Rev. Stat. § 84.160.8(3) because the language governing the board's treatment of active and retired officers was nearly identical); *Spiegel v. Ferguson-Florissant Sch. Dist.*, 625 S.W.3d 800 (Mo. Ct. App. 2021) (holding a contract provision providing health benefits to school superintendent and his dependents far beyond their eligibility to participate in said program to be void. This was because Mo. Rev. Stat. § 432.070 allowed the school district to enter into only those contracts falling within the scope of its powers or otherwise expressly authorized by law.).
Montana	
Nebraska	*Bauers v. City of Lincoln*, 586 N.W.2d 452 (Neb. 1998) (holding that the city did not violate the rights of disabled firefighters by offsetting disability pension payments by the amount received in workers' compensation benefits or by denying them the option to take a lump-sum distribution of pension plan contributions, which was available to non-disabled firefighters); *Christiansen v. Cty. of Douglas*, 849 N.W.2d 493 (Neb. 2014) (holding that retirees did not have contractual rights to participate in a health insurance plan for the same premiums as active employees; the court distinguished between health insurance plans and retirement systems, noting that while retirement benefits are subject to statutory vesting, health insurance plans are discretionary and permissive under Nebraska law).
Nevada	*Pub. Emples. Benefits Program v. Las Vegas Metro. Police Dep't*, 179 P.3d 542 (Nev. 2008) (holding that local government employers had to pay a subsidy under Nev. Rev. Stat. § 287.023(4) for their retired employees who joined PEBP, even though, before retirement, those employees' health insurance benefits were provided through a collectively bargained-for health trust).
New Hampshire	*In re Concord Teachers*, 969 A.2d 403 (N.H. 2009) (holding teachers' early retirement benefits, which included health insurance participation and cash payments, were not exempt from the 150-percent cap on earnable compensation under RSA 100-A:1); *State Emples. Ass'n of N.H. v. N.H. Div. of Pers.*, 965 A.2d 1116 (N.H. 2009) (holding that nonqualified service credit purchased under RSA 100-A:4 could not be used to determine eligibility for health benefits RSA 21-I:30); *State Employees' Ass'n of N.H. v. State of N.H.*, 20 A.3d 961 (N.H. 2011) (holding that the deduction of retirees' healthcare premium from their retirement allowance did not substantially impair the retirees' vested right to receive a full pension, nor did it violate the anti-alienation protections of the state constitution).
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); *Barron v. State Health Benefits Com'n*, 779 A.2d 460 (Super. Ct. App. Div. 2001) (holding that retirees with 25 years of aggregate service credit across multiple state pension systems were entitled to free medical coverage under N.J. Stat. Ann. 52:14-17.32(c)(1)); *Middletown Tp. PBA Local 124 v. Twp. of Middletown*, 935 A.2d 516 (N.J. 2007) (holding that N.J. Stat. Ann. granted municipalities the discretion to assume the cost of a retiree's health benefits so long as the retiree accrued 25 years of any combination of government service credit); *Green v. State Health Benefits Com'n*, 861 A.2d 867 (Super. Ct. App. Div. 2004) (holding that the State Health Benefits Program's failure to explain the denial of an exception for home health care services rendered its decision arbitrary and capricious); *City of Plainfield v. State Health Benefits Com'n*, 606 A.2d 412 (Super. Ct. App. Div. 1992) (holding that a municipality was not obligated to provide health benefits to retirees from a period when it was not a participating employer in the State Health Benefits Program).
New Mexico	
New York	*Lippman v. Bd. of Educ.*, 487 N.E.2d 897 (N.Y. 1985) (holding that health insurance benefits are not within the protection of N.Y. CONST., art. V, § 7—which states that membership in a

	state retirement system is a contractual relationship—and on the facts of the case there was no contract, express or implied, by the board of education not to reduce its contribution to payment of health insurance premiums of retired employees and their dependents); *Emerling v. Village of Hamburg*, 680 N.Y.S.2d 37 (App. Div. 4th Dept.1998) (holding that the village could not decrease health benefits of village officials after telling them that if they remained in the employ of the village for 10 or more years, they would be entitled to paid health benefits upon attaining retirement age.); *Myers v. Schenectady*, 244 A.D.2d 845 (App. Div. 3rd Dept. 1997) (holding that the city's prior policy of providing continuing benefits was substantial evidence that the parties intended that the city would continue to provide the retiree's the medical benefits contained in the collective bargaining agreement in effect at the time of retirement throughout the entire period of retirement); *Della Rocco v. Schenectady*, 683 N.Y.S.2d 622 (App. Div. 3rd Dept.1998), *appeal dismissed*, 717 N.E.2d 1082 (Ct. App. 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); *Aeneas McDonald Police Benevolent Ass'n v. City of Geneva*, 703 N.E.2d 745 (1998) (held that a city's past practice of providing health insurance benefits to retirees did not create vested contractual rights; noting that under New York's Taylor Law, a public employer's duty to negotiate in good faith does not extend to retirees, and unilateral actions by the employer regarding retiree benefits are not legally impeded unless tied to a contractual obligation); *Donohue v. Cuomo*, 980 F.3d 53 (2d Cir. 2020) (holding that action brought by a union and its former members challenging a change in contribution rates for state retiree health insurance premiums under the U.S. Constitution's Contract Clause was appropriate for certification). 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 (Sup. Ct. 2005) (holding that school district violated the Moratorium by lowering health insurance contributions for retirees without a corresponding reduction for active employees), *aff'd as modified*, 816 N.Y.S.2d 796 (N.Y. App. Div 2006); *see also Matter of Bryant v. Bd. of Educ., Chenango Forks Cent. Sch. Dist.*, 907 N.Y.S.2d 415 (Sup. Ct. 2010); *Matter of Bailenson v. Bd. of Educ. of the Chappaqua Cent. Sch. Dist.*, 149 N.Y.S.3d 485 (App. Div. 2nd Dept. 2021) (holding the trial court properly annulled a determination by school district's board of education discontinuing reimbursements for certain Medicare Part B premium surcharges and directed them to reinstate the reimbursement because the reimbursements were retiree health insurance benefits that were voluntarily conferred as a matter of school district policy, which was a matter subject to the Retiree Health Insurance Moratorium Act); *Matter of Albany Police Benevolent Ass'n v. N.Y. Pub. Emp't Relations Bd.*, 202 A.D.3d 1402, (App. Div. 3rd Dept. 2022) (annulling PERB's finding that a city had not committed an improper employer practice when implementing changes to the health insurance plans offered to city employees; noting that PERB's reasoning failed to account for the actual hearing testimony, which established that many of petitioner's witnesses, who were active employees, either did not receive Medicare Part B reimbursements after the specified date or were given reason to believe that they would not be so reimbursed in the future despite representations throughout their employment that the practice would continue).
North Carolina	*Denson v. Richmond Cty.*, 583 S.E.2d 318 (N.C. App. 2003) (holding that assurances made by individual county officials regarding the continuation of health and dental insurance for a disabled retiree were not binding because the full Board of County Commissioners had not taken action to adopt or approve such an agreement); *Lake v. State Health Plan for Teachers & State Emps.*, 869 S.E.2d 292 (N.C. 2022) (holding "that the Retirees who satisfied the eligibility requirements existing at the time they were hired obtained a vested right in remaining eligible to enroll in a noncontributory health insurance plan for life").
North Dakota	*Moen v. State*, 656 N.W.2d 671 (N.D. 2003) (holding that a temporary public sector worker's claim for health benefits—after the program changed to allow temporary employees in the health benefits plan—was properly dismissed since it was not timely filed; also holding the state had no statutory duty to inform workers about the benefits change).
Ohio	*Fraternal Order of Police, Capitol City Lodge No. 9 v. Columbus*, 493 N.E.2d 983 (Ohio App. 1985) (holding that a city could not require married public sector employees to share the same health insurance policy; denial of separate coverage resulted in significant loss because they were prohibited from coordinating the benefits of both policies to achieve one

	hundred percent coverage); *Ohio Ass'n of Pub. Sch. Emples. v. Sch. Emples. Ret. Sys. Bd.*, 2004-Ohio-7101 (Ct. App.) (holding that health coverage was a plan "benefit" since employee contributions funded it, meaning the benefit vested only if a payment was made to a beneficiary; therefore, since payments were made to an insurance company, coverage did not vest and the plan had discretion to modify benefits); *State ex rel. Worthington v. Ohio Pub. Emples. Ret. Sys.*, 2022-Ohio-535 (Ct. App.) (denying a petition to rescind a retroactive revocation of realtor's health insurance coverage because realtor did not show a clear legal right to health insurance coverage during her work as an independent contractor).
Oklahoma	*Price v. State ex rel. State Emples. Grp. Health, Dental & Life Ins. Bd.*, 757 P.2d 839 (Okla. 1988) (holding that a state employee who voluntarily resigned to care for her injured child nevertheless remained entitled to extended health insurance benefits under the state employees' group insurance plan); *McMinn v. City of Oklahoma City*, 952 P.2d 517 (Okla. 1997) (retiree was entitled to full retirements benefits—including health insurance—available to city employees under employment contract classification as city employee for retirement purposes).
Oregon	*Portland Fire Fighters' Ass'n, Local 43 v. City of Portland*, 45 P.3d 162 (Ct. App. 2002) (holding that the CBA permitted the association to compel arbitration of disputes concerning retiree health insurance benefits, and the city committed an unfair labor practice by refusing to arbitrate); *Lauderdale v. Eugene Water & Elec. Bd.*, 177 P.3d 13 (Ct. App. 2008) (holding that employer offered retiree healthcare benefits to plaintiffs, and that by commencing or continuing work plaintiffs accepted the employer's offer, formed a contract, and acquired a vested right to the benefits; however, by continuing to work for the employer or paying the increased cost without legal challenge, plaintiffs accepted the 1990 increased employee contributions rates, but further increases were prohibited since the new contract provided only for a one-time increase); *Doyle v. City of Medford*, 227 P.3d 683 (Or. 2010) (interpreting ORS § 243.303 as imposing an obligation on local governments to make health insurance coverage available to retirees, but with flexibility based on factual circumstances); *Van Patten v. State*, 359 P.3d 469 (Or. App. 2015) (holding that requiring public employees who participate in the state-subsidized health insurance plan to complete a health-risk assessment did not violate their due process rights).
Pennsylvania	*Bernstein v. Commonwealth*, 617 A.2d 55 (Pa. Commw. Ct. 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). *Tinicum v. Fife*, 505 A.2d 1116 (Pa. Commw. Ct. 1986) (holding that township was estopped from repudiating medical benefits issued in an arbitration award and incorporated into subsequent CBAs); *Wilkes-Barre v. Wilkes-Barre Firefighters Ass'n, Local 104, etc.*, 596 A.2d 1271 (Pa. Commw. Ct. 1991) (holding that since nothing in the Home Rule Charter nor 53 P.S. §§ 1-101 through 1-1309 prevented city from providing retiree health insurance, therefore the arbitration panel had the power to order city pay retirees health insurance); *Borough of Hanover v. Hanover Borough Police Officers Ass'n*, 850 A.2d 765 (Pa. Commw. Ct. 2004) (holding that a borough could not limit its obligations to retired employees despite a precipitous rise in healthcare costs because they were deferred compensation rather than payments after employment ended); *Scalice v. Pa. Emples. Benefit Tr. Fund*, 883 A.2d 429 (Pa. 2005) (holding that the Pa. Employee Benefits Trust Fund, which was not a governmental plan at the time of employee's injury, could not determine its own status under ERISA, that that was something only a court could determine, and that the U.S. DOL having accepted ERISA filings from PEBTG was not dispositive of its status); *City of Pittsburgh v. FOP, Fort Pitt Lodge No. 1*, 938 A.2d 225 (Pa. 2007) (holding that in an appeal from an interest arbitration award made pursuant to Act 111, an arbitration board acted in excess of its powers only if the board ordered an "illegal act," therefore, since the retiree premium cap did not "diminish[]" the rights or privileges of any municipal employee in his or her pension

	or retirement system, there was no tension between the cap and 53 Pa.C.S. § 2962(c)(3)); *Millcreek Twp. Police Ass'n v. Millcreek Twp.*, 960 A.2d 904 (Pa. Commw. Ct. 2008) (upheld an arbitrator's decision that required retiring officers to accept spousal health insurance coverage as primary if available); *FOP v. City of Johnstown*, 39 A.3d 1010 (Pa. Commw. Ct. 2012) (holding that post-retirement healthcare benefits for former and current employees are protected from diminishment under 53 Pa.C.S. § 2962).
Rhode Island	*State v. R.I. State Police Lodge No. 25,* 544 A.2d 133 (R.I. 1988) (upholding an arbitration panel's award of health-care benefits to retirees, and rejecting arguments that the award violated the Rhode Island Constitution or discriminated based on age); *Anderson v. The Town of Smithfield*, 2005 WL 3481627 (R.I. Super. Ct. 2005) (holding that CBAs 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); *City of Newport v. Local 1080*, 54 A.3d 976 (R.I. 2012) (holding that since the retired firefighters were not included in the CBA's definition of "member", "employee", or "fire fighter", and thus their dispute over modified health insurance benefits was not arbitrable); *Hebert v. City of Woonsocket*, 213 A.3d 1065 (R.I. 2019) (holding that CBAs gave retirees a vested right to free lifetime healthcare, but the city's budget commission could alter these rights); *Andrews v. Lombardi*, 233 A.3d 1027 (R.I. 2020) (holding that the city impaired its contractual obligation to retirees because retirees were not receiving supplemental medical benefits under a hybrid plan).
South Caroline	*Hampton v. Haley*, 743 S.E.2d 258 (S.C. 2013) (holding that the South Carolina Budget and Control Board's decision to split premium increases for a statewide group health insurance plan between the State and enrollees violated the separation of powers provision of the South Carolina Constitution by substituting its policy choices for those enacted by the General Assembly); *Bishop v. City of Columbia*, 738 S.E.2d 255 (S.C. Ct. App. 2013) (holding that the trial court properly dismissed retirees' claims for continuance of free health insurance under contract and estoppel claims to the extent they were based on the employee handbook and benefits booklet); *Cruz v. City of Columbia*, 904 S.E.2d 451 (S.C. 2024) (holding that retired firefighters has no right to rely on the verbal or written statements made by city employees regarding free health insurance for life because the decision to enter a group health insurance plan was part of the budgeting process and thus a legislative act; partially overruling *Bishop v. City of Columbia* to the extent it conflicts with this conclusion); *Allen v. S.C. Pub. Emple. Benefit Auth.*, 769 S.E.2d 666 (S.C. 2015) (holding that benefits need not be provided by a "health care issuer" to qualify as "health insurance coverage").
South Dakota	*Koopman v. City of Edgemont*, 945 N.W.2d 923 (S.D. 2020) (holding that the former employee was not entitled to any of the benefits listed in the personnel manual—including health insurance—because the language of the agreement set forth the services to be provided by the employee, the compensation to be paid by the former employer for those services, and expressly provided that no other benefits were requested or part of the agreement).
Tennessee	*Hamilton v. Gibson Cty. Util. Dist.*, 845 S.W.2d 218 (Tenn. Ct. App. 1992) (holding that health insurance is classified as a "welfare benefit" as opposed to pension benefit, and there is no legal requirement on the part of a governmental entity to provide a welfare benefit plan to its employees, and if it chooses to do so, the plan may be modified or terminated at any time); *Davis v. Wilson County*, 70 S.W.3d 724 (Tenn. 2002) (healthcare benefits amounted to welfare benefits that did not automatically vest and could be altered or terminated by county at any time).
Texas	*PCA Health Plans v. Rapoport*, 882 S.W.2d 522 (Tex. App. 1994) (holding that the Texas State College and University Employees Uniform Insurance Benefits Act did not require the Board of Regents of the University of Texas System to contract with a specific HMO, but rather the Regents had discretion to select or reject eligible HMOs).
Utah	*Utah Pub. Emples. Ass'n v. State*, 131 P.3d 208 (Ut. 2006) (holding that public employees did not have a constitutionally protected property interest in redeeming 100 percent of their unused sick leave for medical and life insurance benefits at retirement).
Vermont	*Viles v. Vt. State Colls.*, 724 A.2d 448 (Vt. 1998) (holding that since language in the personnel handbook regarding health insurance benefits for retirees and their spouses was ambiguous, the language ought to be construed against the drafter, and therefore retiree's spouse was eligible for insurance benefits).

Virginia	
Washington	*Navlet v. Port of Seattle*, 194 P.3d 221 (Wash. 2008) (holding that retirement welfare benefits—including healthcare—provided in a CBA constituted deferred compensation, creating a vested right for retirees who reached eligibility under the CBA; once vested, these rights could not be taken away and survived the expiration of the CBA); *Moore v. Wash. State Health Care Auth.*, 332 P.3d 461 (Wash. 2014) (holding that after the state wrongfully denied health benefits to part-time employees, damages were not limited to out-of-pocket expenses but could possibly include lost wages and restitution methods of measuring the employees' damages).
West Virginia	*State ex rel. City of Wheeling Retirees' Association v. City of Wheeling*, 407 S.E.2d 384 (W.Va. 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); *State ex rel. Lambert v. Cty. Comm'n*, 452 S.E.2d 906 (W.Va. 1994) (holding that employers participating in the Public Employees Retirement System were required to contribute to the Public Employees Insurance Act (PEIA) for retired employees who elected PEIA coverage).
Wisconsin	*Roth v. City of Glendale*, 614 N.W.2d 467 (Wis. 2000) (interpreted a series of limited term collective bargaining agreements between a city and union that included provisions for subsidizing retiree healthcare 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); *Loth v. City of Milwaukee*, 758 N.W.2d 766 (Wis. 2008) (holding that an employee who retired in 2005 was not entitled to a pre-2004 no-premium-cost health insurance plan because he had not attained the age of 60 or retired before the plan's effective date); *Schwegel v. Milwaukee County*, 859 N.W.2d 78 (Wis. 2015) (holding that the county did not abrogate a vested contract right when it used a general ordinance to prospectively modify a health insurance benefit it offered for employees who had not yet retired).
Wyoming	

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