

STATE OF WISCONSIN
BEFORE THE ARBITRATOR

RECEIVED
JAN 14 1992
WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

In the Matter of the Petition of the

WISCONSIN PROFESSIONAL POLICE
ASSOCIATION/ LAW ENFORCEMENT
EMPLOYEE RELATIONS DIVISION

Final and Binding Arbitration
Involving Law Enforcement
Personnel in the Employ of

Case 132
No. 44775 MIA-1546
Decision No. 26868-A

DANE COUNTY (SHERIFF'S DEPARTMENT)

Appearances:

Mr. Richard T. Little, WPPA/LEER Bargaining Consultant; Mr. Steven Urso, WPPA/LEER Administrative Assistant; and Mr. Gordon E. McQuillen, attorney from the law firm of Cullen, Weston, Pines & Bach appeared for the Association.

Mr. Edward J. Rico, Dane County Employee Relations Manager; and Mr. Jon Anderson and Ms. Suzanne J. Dishaw Britz, attorney and legal assistant from the law firm of Godfrey & Kahn, S.C. appeared for the Employer.

Background

On October 12, 1990, representatives of Dane County (hereinafter referred to as the "County" or the "Employer") and the Dane County Law Enforcement Officers Association WPPA/LEER (hereinafter referred to as the "Union" or the "Employees") exchanged proposals on a limited contract reopener dealing with the County's contribution to health insurance premiums for 1991. The Union represents all regular full-time non-supervisory deputy sheriffs of the Dane County Sheriff's Department. The parties met on several occasions in order to resolve this dispute. On November 8, 1990 the Union filed a petition with the Wisconsin Employment Relations Commission for final and binding interest arbitration pursuant to Section 111.77 Wis. Stats.

Investigator Marshall L. Gratz conducted an informal investigation on December 6, 1990 and on January 10, 1991, and then advised the Commission on April 10 that an impasse existed with respect to the health insurance reopener covering 1991. On April 22 the Commission certified the parties' final offers and directed them to select an impartial arbitrator. The Undersigned, Richard Tyson, was selected and conducted a hearing on the matter on September 12, 1991. Both parties had an opportunity to present exhibits and testimony and to outline their arguments in this dispute. They agreed to a schedule for correcting exhibits and exchanging briefs.

The Issue(s)

The issue under consideration herein is found in the parties' 1990-91 contract Section 13.01(a) which states the Employer's contributions for health and dental insurance for 1990, and in Section 13.01(c) which provides for reopening the agreement regarding such contributions for 1991. The final offer of the Employer is to increase the health insurance premiums paid for the "single plan" and the "family plan" by \$30 per month. The Union's offer provides for the Employer's payment of the full premium for the "single plan" and \$323.34 per month or 96.5% of the premium, whichever is less, for the "family plan." Under the offers, the monthly premiums paid by the County would be as follows:

	Single Plan	Family Plan	Employer Cost
Employer Offer	\$ 130.29/mo.	\$ 305.00/mo.	\$ 509,911.44/yr.
Union Offer	130.00	323.34	533,239.92
(difference)	\$ 0 /mo.	\$ 18.34/mo.	\$ 23,328.48/yr.

In addition to the dollar difference between the parties' offers, the Employer contends that there is a meaningful difference in the language of the Union's offer which provides for the Employer's assumption of "full" single plan premiums and a percentage (96.5%) assumption of the family plan; during any contract hiatus, the Employer would be required to increase contributions in the event that health insurance premiums increase.

The Statutory Criteria

The parties have directed their evidence and arguments to the statutory criteria of Sec. 111.77 (6) Wis. Stats. which directs the Arbitrator to consider and give weight to certain factors when making his decision. Those factors are:

- a. The lawful authority of the employer.
- b. Stipulations of the parties.
- c. The interests and welfare of the public and the financial ability of the unit of government to meet these costs.
- d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceeding with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally:
 1. in public employment in comparable communities.
 2. in private employment in comparable communities.
- e. The average consumer prices for goods and services, commonly known as the cost-of-living.
- f. The overall compensation presently received by the employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, factfinding, arbitration or otherwise between the parties, in the public service or in private employment.

Arguments of the Parties

The Union

The Union contends that the statutory criteria of external comparability primarily supports its case for an arbitration award in its favor. It argues that most of the other criteria, namely the legal authority of the Employer, stipulations of the Parties, interests and welfare of the public and financial ability of the Employer are not at issue herein due to the limited nature of this dispute. The Union dismisses the Employer's survey evidence regarding private sector comparisons on two grounds; most of the respondents were non-union employers and therefore their employees had no direct "voice" in health insurance benefit determination, and no evidence in the record indicates any occupational similarity between bargaining unit employees and employees of survey respondents.

The Union contends that the remaining three criteria are germane to this case and either support its position or do not support acceptance of the County's offer. The cost-of-living criterion favors the Union's offer in that it only has a 1.15% financial impact for 1991, which added to the 3.9% base wage increase results in a cost increase of 5.05%-- which is under the CPI percentage change. The most compelling reason for acceptance of the Union's offer is seen by examining the parties' offers viz health insurance premiums paid by externally comparable employers. Both parties primarily use the ten most populous counties' Sheriff's departments in Wisconsin for comparison (excluding Milwaukee County). The Union adds the City of Madison police to its primary pool while the Employer groups them in a secondary pool along with M.A.T.C. and Madison teachers and State of Wisconsin (Dane County) employees. Since the parties' single plan offers are "virtually identical" (Union Brief, p. 5), the Union focuses on comparing the two family plan health insurance premium offers with health insurance premiums in the comparable pool. It finds that the "average" employer's contribution rose from \$301.46/mo. to \$357.98/mo. between 1990 and 1991.¹ Such comparison favors the Union's offer in several respects. First, this 18.75% increase in comparable employers' contributions greatly exceeds the 10.9% increase proposed by Dane County and still exceeds the Union's proposed increase of 17.6%. Second, the Union's offer provides for the Employer to contribute an amount which is much closer to the average than does the Employer's offer. Third, 9 of the 10 other employers (10 counties + Madison police) have a basic family plan with no employee

¹ The Union includes two plans for each county having more than one option, one "high" and one "low," in calculating the "average."

contribution. Lastly, the Employer's offer includes a contribution level which is less than all comparables' Employer contributions under both the "high" and "low" plans with the exception of Racine County.

With regard to internal comparability, the Union does not mention the fact that virtually all other Dane County employees have the same health insurance contributions and coverage as provided under the County's offer. This does not make a prima facie case for the County's offer for several reasons. The Union cites Arbitrator Bellman's opinion (Waushara County, WERC Decision No. 26111-A (3/90)) that:

"...placing a very high value on uniformity subordinates the public policy that justifies the units to the desire for simplicity."

The bargaining unit is different because it is a different bargaining unit. This unit is (almost) unique in having the insurance reopener; moreover, the Nurses' unit recently received improvements in vacation for 1991 not accorded any other unit, evidencing that the County does indeed consider units individually. Lastly, the Union's offer for the family plan does conform to the internal comparables in that it maintains employee contributions. The only issue is the small dollar difference between the offers.

The Employer

The Employer mainly contends that the statutory criterion of internal comparability supports its case for an arbitration award in its favor. Several other criteria are implicitly considered in conjunction with its argument that conformity to the internal pattern of settlements should not be disturbed by an award in favor of the Union. The Employer does explicitly contend that its health insurance benefit offer to the Employees exceeds the health insurance benefit provided by private sector employers in Dane County who responded to an "independent survey." Most respondents required an employee co-payment. The Employer finds that on average, private sector employers contributed \$280/month in 1991. Their employees contributed \$90/month, or three times the amount which would be required of Employees in this dispute under the County's offer.

The employer maintains that the internal pattern of health insurance benefits and contributions in Dane County should be maintained through an award in its favor for several

reasons. First, it is equitable and important for the morale of the other 89% of County employees in the seven other bargaining units as well as non-represented employees who have health benefits identical to those provided under the Employer's offer. Second, it is in the interest of the public and in the interest of collective bargaining in Dane County that the Union's offer not be selected; were it accepted, there would be a "chilling effect" on attempts to settle future interest disputes voluntarily. In the future, units would be more likely to "hold out" for a better deal through the arbitration process. Third, future contract disputes are more likely to be settled voluntarily when there is predictability in the process. The Employer has maintained a long history of comparability of fringe benefits among its many employees, and a myriad of variations in fringe benefits negotiations would be costly.

The Employer contends that the Union is inappropriately seeking a change in the status quo in two ways: it cannot show a demonstrated need for a change, and it does not offer any quid pro quo for such a change. The status quo change is evident in two respects. First, the Employees have historically had the same health benefits accorded other County employees and are now seeking a better benefit through the arbitration process. Second, the prior contract(s) provide for a dollar contribution by the Employer with the balance to be paid by the Employees; the Union's proposal provides a language change to include "full" payment of the single plan and "96.5 percent" payment of the family plan. There is no dollar difference between the parties' offers for the single plan, but its expression fundamentally changes the nature of its payment. Similarly, the percentage expression for the Employer's contribution to the family plan instead of the dollar contribution is not only different from the other units' contract language, but also changes the nature of the "cost constraint."

The Employer noted that it sought a status quo change in health insurance contributions eight years ago. At first it was unsuccessful, but in 1985 it successfully demonstrated the need for such a change as is included in the current contract.² The Union therefore shoulders the burden of proof for the changes it is seeking. The main thrust of this "proof" appears to be the Union's contention that Dane County is way out of line with respect to external comparables' employer contributions. The Employer counters this argument by comparing total hourly compensation of Dane County Deputies with the external comparables and finds that while minimum and maximum base hourly wages are only around average, the Employer pays three

² Arbitrator Mueller, Dane County (Law Enforcement Officers Association), Decision No. 21713 (2/85).

times the average rate for longevity, almost eight times the average maximum educational increment, and 40% more for retirement. The average total compensation on Dane County Deputies would be \$26.74/hr. under the Employer's offer (\$26.86/hr. under the Union's offer) which compares very favorably with the \$23.38/hr. paid in the other nine counties in the comparable pool. The Employer would continue to pay substantially more than any other employer.

The Employer contends that no quid pro quo is offered by the Union for its proposal to break with the status quo. As noted above, Employees' wages are not lagging behind the external comparables. Employer's Exhibit 20 indicates that the wage increases in the contract years are comparable. Moreover, Employer's Exhibit 21 shows that "...the Deputies Unit had a wage settlement exceeding the pattern established in voluntary collective bargaining."³ Most of the other Dane County units received a 4% increase while the WPPA supervisory and non-supervisory units received a split 3%/2.5% increase.

Discussion and Opinion

The Statute requires the arbitrator to consider the aforementioned criteria in making an award. The criteria cited by the Parties as pertinent to this decision are internal (d.), external (d.1.), private (d.2.), and cost-of-living (e.) comparisons as well as interests of the public (c.) and stipulations (b.) of the Parties. Each of these is discussed below, followed by a discussion on the issue of status quo change.

The Union essentially contends that this Arbitrator should ignore the other components of the Parties' labor agreement since the reopener deals only with health insurance contributions and therefore stipulations should not bear on this decision. However, the Union has not only provided considerable data in support of its position on health insurance with respect to the external comparables, but it has also submitted comparative evidence and has made argument on other aspects of wages and benefits for the arbitrator's consideration. The Union and the Employer both find it impossible to consider the insurance issue in vacuo --as does this Arbitrator. Both Parties make these comparisons of wages, working conditions, and non-insurance fringes with external comparables; the Undersigned will therefore follow their lead in discussing that criterion.

³ Employer's Brief, p.18.

The interests and welfare of the public are a criterion which the Employer considers important in this matter. It contends that a "chilling effect" will result if the Union gains advantage over other units by "holding out." The Union rightly counters that there have been instances where one unit broke from the internal pattern without deleterious effects on future negotiations; however, the Nurses union (current contract) was the only example cited and this case (Deputies) is the only evidence of a "chill." Nevertheless, the County's logic that failing to maintain the existing pattern in this case may likely chill future negotiations seems reasonable, and its citation of concurrence by numerous other arbitrators gives great credence to its argument.⁴ The Undersigned is mindful of the Union's contention that it should be considered a bargaining unit separate from other units and treated that way; indeed, the Wisconsin legislature, whose business is the interests and welfare of the public, affirms this by creating separate bargaining units. Clearly there is a conflict here between the rights for autonomy of the unit and its members as recognized by public policy and the interests of the public for that which would facilitate voluntary bargaining agreements in a timely manner. The Arbitrator is asked by the Employer whether "sound public policy dictates disjointed bargaining and benefit levels among the several units...?"⁵ The answer must be an unequivocal "maybe, at the appropriate time and under the right circumstances." In this instance, due to the limited scope and timing of the dispute, the fact that the union appears to be seeking a status quo change, and the circumstances of external comparability, the Undersigned is persuaded by the Employer's contention regarding the interest of the public and the furtherance of successful collective bargaining.

The Union argues that its offer only has a 1.15% cost impact which when added to the 3.9% base pay increase is more than a percentage less than the December 1989 to December 1990 U.S. CPI change of 6.3% (Union Exhibit #49) or the 6.4% increase for Small Metropolitan Areas (Milwaukee had an increase of only 2.6%, however). The Employer (Exhibit #47.b) provided August 1990 to August 1991 data to show lower increases nationwide

⁴ Arbitrator Nielson, Dane County (Sheriff's Department), Dec. No. 276-B, (2/89). Arbitrator Rice, Milwaukee Area Vocational, Technical, and Adult Education District No. 9, Dec. No. 19183-A, (6/82). Arbitrator Haferbecker, Jackson County Sheriff's Department, Dec. No. 21878, (2/85). Arbitrator Vernon, City of Madison (Firefighters), Dec. No. 21345, (11/84). Arbitrator Gunderman, Oneida County, Dec. No. 2616-A, (5/90). Arbitrator Mueller, Waukesha County Sheriff's Department, Dec. No. 22324-A, (12/85). Arbitrator Stern, City of Manitowoc (Waste Water Treatment Plant), Dec. No. 17643-A, (1/81).

⁵ Employer's Reply Brief, p. 3.

in the CPI (4.4% for the U.S. and 5.2% for Small Metro Areas--but 5.8% for Milwaukee). By the Union's cost calculation of its offer, a conclusion is not obvious. The Undersigned cannot, however, replicate the Union's cost increase of 1.15% from the County's Exhibits 15 and 17 as directed. The "bottom line" from these exhibits seems to be that the Average Total Compensation increases 5.7% under the Union's offer and 6.17% under the Employer's offer, and family plan health insurance premiums rise on an hourly basis by 11.24% and 17.75%, respectively. This favors the Employer's offer using the Employer's (more recent) CPI data. The Total Compensation percent change would favor the Union using the Union's prior year data--but the Union may only want to focus on health insurance, which would hurt its case.

The criterion of internal comparability by which the Parties' offers are to be judged unquestionably favors the Employer's offer. Its offer is the contract health insurance provision of all other units except the Sheriff's Department. Again, the Union's arguments that by virtue of having the reopener, the County is committed to separate treatment of the Unit, that internal comparability is not necessarily accorded greater weight than external comparability, and its argument that its autonomy should not be subordinated for the sake of the Employer's convenience are well taken. However, the Arbitrator is not only mindful of the obvious internal comparability of the Employer's offer related to health insurance, but also considers that the greater wage increase (3%/2.5% vs about 4% elsewhere) given this unit further weighs in favor of the Employer's offer.

External comparability of the Union's offer applied strictly to the issue of the Employer's health insurance contribution would seemingly favor the Union. The Employer proposes to pay an amount which is considerably less than the amount paid by the comparables (except Racine) for Cadillac-- and even for Chevette plans. The percentage increase is also somewhat less. The Undersigned is not persuaded, however, that the level of Employer contributions (Union Exhibit 16) comparison makes the Union's case. No evidence or argument has been presented regarding the qualitative differences between plans; is the "average" plan (at \$431.12/mo.) 25% better than Dane County's plan (at \$335.36/mo.)? Its lower premiums are perhaps due partly to its good fortune (or design) to have a high number of competitive plans available. The Arbitrator takes note of the fairly clear pattern of premiums for State of Wisconsin employees' health insurance in relation to the number of health plans available in each county, as seen below:⁶

⁶State of Wisconsin, It's Your Choice, ET-2107 (Rev 10/90).

Family Plan with the Lowest Premium	Number of Group Health Plans Available to State of Wisconsin Employees in the County, 1991				
	3	4	5	6	7 or more
Standard Plan 2 (at \$366.26/mo.)	22	9	2	1*	0
Other	1	9	14	23	25

* Winnebago County

In the 23 counties with three health plan providers, Standard Plan 2 was the lowest premium in 22 of them. On the other hand, in the counties with five providers, two counties had Standard Plan 2 as the lowest premium while there were fourteen plans less expensive than Standard Plan 2. Dane County happens to be one of the counties with many (seven) providers for State employees. Only Kenosha, Rock, and Waukesha Counties of the comparables had a lower "low" rate for State employees than did Dane County (\$344.76). Such an observation is not scientific "proof," but is suggestive that Dane County's contribution and premium level may not translate into low health benefits for its employees. An employee's compensation is best measured by what he/she receives, not by what the employer pays. Were Employer X to pay \$400/mo. for its employees' health care while Employer Y were to pay \$200/mo. for the same health care, it cannot be said that the employees of Employer X received twice the benefit.

The Employees' contribution to the family plan health insurance remains an important issue. The Union correctly points out that all other comparables offer a health plan requiring no employee contribution. The exception is Racine County where Deputies pay as little as \$90.77/mo. and as much as \$284.29 (above Racine County's \$275/mo. contribution). The Employer argues that one must look at both low cost and high cost plans of the external comparables. If Dane County's "Physician+" and "WPS" plans are comparable to the high cost plans in Brown, Racine, Waukesha, Outagamie, and Winnebago Counties, then the Employees' \$30.36 (Employer's offer) contribution compares very favorably with the external comparables employee contributions and thus its offer is to be favored. If, however, they are comparable to the low cost, no employee contribution plans, then the Union's offer on this issue alone compares more favorably.

There being some doubt as to how the Employees' contribution level compares, and an indication that the County's contribution is somewhat low, the Arbitrator has also chosen to examine other arguments of the Parties relating to external comparability. The Union has argued that the Employer's offer will require Employees to increase monthly family health insurance contributions from \$21 to \$30.36/mo. all the while most other counties have at least 1 plan requiring no employee contribution. Its own offer would reduce these contributions by \$8.98/mo. It would appear that the Employer is offering a slightly heftier increase that the Union's proposed decrease in employee contributions. But the Union has also provided evidence (Union Exhibits 35 and 36) that its 1991 wage increase was above the average for the comparables (5.6% lift vs 4.1%) and that the 1990-91 contract had made up considerable "lost ground." In 1990, the Top Deputy wage gained \$.13/hr. more than average while in 1991, the gain was \$.15/hr. above average for the comparables (but still leaving the Union's base \$.59/hr. below average). That \$.15/hr. should translate into a \$25 relative wage increase for a 168 hour month, which would appear to "buy out" the increased health insurance contributions for 55% of the unit which receives family coverage (45% pay no premiums) and still narrow the gap between Dane County Deputies and the comparables by \$15.64/mo. The Union has argued that the Deputies' base pay lags that of the comparables and asks the Arbitrator to recognize this by not accepting the County's offer and which would place them further behind. However, the Union gives evidence (#35) that this relative base pay disadvantage has existed for at least 5 years, and that the Parties' 1991 contract is an improvement which more than compensates for the less favorable reopener terms of the Employer. Finally, if the other aspects of the Labor Agreement are to be considered, the Employer has shown evidence *not rebutted* by the Union (Employer Exhibits 15-18): that Dane County Deputies and Investigators' Average Total Compensation exceeds that of the comparables by more than \$3/hr. and that this dollar difference will grow by over 6% even under the Employer's offer.

This section began by suggesting that narrow consideration of external comparability ostensibly favored the Union's offer. However, further and broader investigation of Employer and Employee contribution levels and changes in these levels proposed by the parties, as well as comparisons of compensation "packages" and changes in these packages cause doubt that such a conclusion can be drawn. Were the Employer to have sought even greater contributions from Deputies with respect to the comparables without appropriate compensation, external

comparability would have favored the Union's offer; such is not the case herein.

The final comparison which is made by the parties is with the private sector. The arguments which have been raised are included above; the Employer presents "independent" evidence and the Union is skeptical of it. The Union argues that most of the respondents were non-union, but the Arbitrator has observed that even among the union firms, the evidence supports the Employer's case. The Union also argues that there is no private sector comparison to Sheriff's Deputies. Here, the Employer cites some arbitral opinion to the effect that absent direct comparability, there exists some evidence of a "roll-out effect" to the public sector in general. The Employer's survey is hardly independent, however; its cover letter for the survey is highly suggestive that the survey respondents' interests coincide with that of the Employer. Whether respondents were induced to alter their responses or response rate is only speculative. Given the considerable support which this large survey "evidence" provides for the Employer's offer, a significant "survey response error" would be required to conclude that this criterion does not favor the Employer's offer.

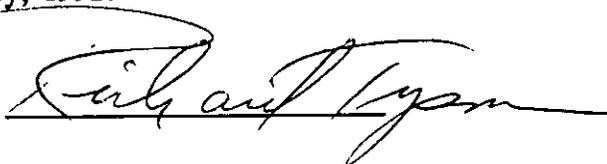
Finally, the Employer's argument that the Union has proposed a status quo change should be addressed. The Undersigned finds that the Union's proposal does contain language changes related to both the Employer's contribution to single plans and to family plans which would change the status quo. The above discussion indicates that the Union has not "bought out" the change. The evidence on need is yet to come. Many arbitrators feel that health care is an emotional issue as well as economic; the Employer's requirement of increased Employee contributions may mean more to unit employees than dollars involved, contrary to this Arbitrator's calculations. Under prior arbitrations, while the Employer has demonstrated a "need" for these contributions in order to control health care costs, the Employer cites significant increases in such costs in defense of its case for 1991, and still provides a plan more costly than the low-cost plans of the comparables. Yet the relative merits of these plans have not been established herein by evidence or argument, so the Employer's argument must be accepted.

Award

Having carefully considered all of the evidence and argument of the Parties set forth above as well as the arbitral criteria provided under Section 111.77 Wisc. Stats., it is the decision of the Undersigned that:

The final offer of Dane County related to the health insurance reopener clause is to be incorporated into its 1991 Collective Bargaining Agreement with the Sheriff's Department non-supervisory employees.

Dated this 12th day of January, 1992.

A handwritten signature in cursive script, reading "Richard Tyson", written over a horizontal line.

Richard Tyson,
Arbitrator

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MAR 13 1991

• WISCONSIN EMPLOYMENT
RELATIONS COMMISSION

DANE COUNTY FINAL OFFER

March 11, 1991

see p. 15

Revise ARTICLE XIII - HEALTH & WELFARE, Section 13.01 Health and Dental Insurance (a) to read as follows:

(a) A group hospital, surgical, major medical and dental plan as agreed to by the parties shall be available to employees. In the event the Employer shall propose a change in this plan, this contract shall be reopened for purposes of negotiations on such a proposed change. For group health insurance in 1990, the Employer shall pay up to one hundred and fifteen dollars (\$115.00) per month for employees desiring the "single plan" and up to two hundred and seventy five dollars (\$275.00) per month for employees desiring the "family plan" and up to two hundred and seventy five dollars (\$275.00) for spouse credit family plan. The Employer agrees that employees and their dependents may elect to become members of any health plan made available and approved by the employer. There shall, however, be only one (1) thirty (30) day enrollment period per year during which time employees may change plans. The Employer agrees to pay costs for employees and dependents choosing other plans equal to the dollar amount stated above. For group dental insurance, the Employer shall pay up to fourteen dollars and seven cents (\$14.07) per month for employees desiring the "single plan", up to thirty seven dollars and eighty three cents (\$37.83) per month for those desiring the "family plan" and thirty seven dollars and eight three cents (\$37.83) for spouse credit family plan. For health insurance during the term of this agreement, the Employer shall pay up to \$30.00 per month above the current contribution cap(s) for the "family plan" and "single plan" referred to in Section 13.01(a) above. For dental insurance during the term of this agreement, the Employer shall pay up to \$5.00 per month above the current contribution cap(s) for the "family plan" and "single plan" referred to in Section 13.01(a). Employer further agrees to continue to provide such coverage for each employe retired because of age and their eligible dependents until that retired employe reaches the age of 65 years or dies, but provided that the retired employe shall be required to pay all amounts of said premiums in excess of \$51.84 per month for family coverage and \$18.03 per month for single coverage to the Employer prior to the 10th day of the month preceding the month of coverage. Failure to make timely payments by a retired employe to the Employer shall be grounds for termination of coverage of that retired employe and their dependents.

New proposal

'91

*(14.07 + 37.83 F)
(19.07 / 42.83)*

Reti