

**Frost #1**

**VOLUNTARY LABOR ARBITRATION**

In the Matter between:

EMPLOYER

-and-

UNION

Arbitrator: Elaine Frost

Award: June 30, 1995

GR: Retiree Life Insurance

**ARBITRATOR'S OPINION AND AWARD**

**INTRODUCTION**

This matter was referred to arbitration pursuant to the 1991-94 Agreement between the Board of Control of Employer ("Employer") and Union ("Union"). A hearing was held on February 28, 1995 at the House A in City A, Michigan. The parties were afforded ample opportunity to examine and cross-examine witnesses, to present documentary evidence and to argue their respective positions.<sup>1</sup> All witnesses testified under oath and post-hearing briefs were filed.

**ISSUE**

Whether or not the Employer violated Article 26 or the Letter of Understanding when it declined to pay half of the life insurance premium for employees who retired after December 1, 1993. If a violation, what remedy?

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<sup>1</sup> At the hearing the Employer raised certain claims of untimeliness and tack of appropriate pre-hearing exchange of exhibits and documents. These matters were resolved in favor of arbitrability at the hearing.

## STATEMENT OF FACTS

Background pertinent to this grievance includes bargaining history, steps taken to resolve a prior grievance filed on October 14, 1992 (the Grievance 1),<sup>2</sup> and the Letter of Understanding which resolved the Grievance 1.

In 1990 the parties agreed to a one-year extension of their 1987-90 contract, from November 1990 to November 1991. As part of this extension the Employer agreed to make retiree life insurance in the amount of \$2,500 available to retirees "at the retiree's expense of \$8.40 per year."<sup>3</sup> The parties later negotiated the 1991-94 contract for the three years beginning in November 1991. In pertinent part it drops reference to the dollar amount of retiree life insurance premium, stating that insurance is available "at the retiree's expense."<sup>4</sup>

In September, 1992 the Employer's insurance carrier changed the retiree life insurance rate from \$8.40 per year to \$84.30 per year. The Employer passed along the price increase to retirees. In response, the Union took the position that there was a \$8.40 cap on the amount a retiree had to pay for life insurance. Retiree Person 3 was Union President when the dispute over retiree life insurance arose. Person 3 explained that he started talking to Person 5 in Human Resources about settling the dispute before any grievance was filed.

Later, the Union filed a policy grievance (the Grievance 1) on October 14, 1992, claiming violation of Articles 1 and 26 because:

**THE \$8.40 "CAP" ON RETIREES LIFE INSURANCE PREMIUM WAS REMOVED AND THE NEW RATE IS \$84.30 THIS BENEFIT WAS PART OF A ONE YEAR PACKAGE... A 1000% PREMIUM INCREASE CANNOT BE JUSTIFIED.**

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<sup>2</sup> Person 4 was then the Union Vice President.

<sup>3</sup> To be eligible retirees also needed to retire after July 1, 1990. Since this qualification is not pertinent to resolution of the grievance, it is not discussed.

<sup>4</sup> The current contract, 1991-1994, Article 26, Section 2, states the following regarding retiree Life insurance: "The Employer shall made available to all present Union employees who retire after July 1, 1990, of this collective bargaining agreement group Life insurance in the face amount of \$2,500 at the retiree's expense."

As relief the grievance seeks that "MANAGEMENT MUST PAY THE DIFFERENCE IN THE INCREASE. THAT LOCAL 1609 AND ITS RETIREES BE MADE WHOLE."

Then Assistant General Counsel Person 1 testified that he was the only one authorized to settle the Grievance 1 and even before General Counsel Person 2 left the Employer, and for the last few months of her employment, she had to back away from the Union work. He continued that the first meeting involved Person 3 and Person 4 at the end of 1992. They went through the grievance machinery and Person 3 was upset because he thought it was unfair that the rate went to \$84.30 per year when the Union was guaranteed the \$8.40 rate.

A Step 2 Pre-Arb Answer is dated December 10, 1992 and states in pertinent part:

The language of the [1991-1994] contract is clear; insurance is offered but it is at the retiree's expense.... FSU [made no] perpetual guarantee that \$2,500 of life insurance would be offered at a rate of \$8.40....

Person 3 explained that he discussed the issue with Person 5, with Operations Vice President Person 6, with Human Resources Director Person 7, as well as with Person 1. Person 3 said there was much discussion about cost of a co-payment and Person 5 called the insurance company with the number of bargaining unit retirees, the number going to retire within the frame of the contract term, and presented this information to the insurance company. Person 3 also said he and Person 5 had the actual wages in front of them at that time.<sup>5</sup>

Person 3 also recalled asking in these discussions about who was eligible for co-payments, saying "Do you mean I have no insurance?" giving himself as a example since he expected to retire soon. And he was told by Person 7 or Person 5 that he would be covered for the duration of the contract. Person 3 added that he asked if everyone who retired under this contract

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<sup>5</sup> Person 3 said Person 5 did not present a copy of these costs and data to the Union.

would be covered and he was told, "I see no problem with that for the duration of this contract because we're only talking a couple months." (Person 3 acknowledged, however, that he was not told this by someone with authority to obligate the Employer and that had to be done by (Person 1 or Person 2). Person 3 continued that he, Person 4 and Person 5 agreed for the Employer to pay half the retiree life insurance premium, and to a date for a deadline for the retirees to sign up so it would not drag out a long time, and they presented a draft in the last of the 1992 to Person 2. Person 3 continued that Person 2 agreed to the example of his own case even though he had not retired. Person 3 continued that she approved a draft Letter of Understanding. (Person 3 did not have a copy of the first draft of the Letter; he said he only recalled that there were six items on the original agreement).

Person 3 testified that from late 1992 to late 1993 there was turmoil on the part of the management team because of changing personnel in the offices of Human Resources and General Counsel (Person 2 left her employment with the Employer on March 26, 1993 and Person 5 left the Employer in May, 1993). Later, Person 3 said, there were months of turmoil caused by the Union, with dissension in the bargaining unit which denied him the authority to reach an agreement on retiree life insurance, causing him instead to submit it to the membership for ratification.<sup>6</sup> Person 3 continued that "with all this turmoil, a year got by and no one knew about it."

Person 3 and Person 1 testified about further discussions on the retiree life insurance in the Summer of 1993.<sup>7</sup> Person 3 acknowledged that he spoke to Person 1, but said that Person 2 was the main one and she had already agreed to the draft.

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<sup>6</sup> Person 3 said there was mistrust, so they had to go to the Union membership for vote, and this needed two meetings - one for notice to the bargaining unit and another for the vote.

<sup>7</sup> A Settlement Agreement dated covering a number of outstanding disputes is July 6, 1993 states in full concerning retiree life insurance that:

8. The Union Grievance regarding retiree life insurance benefits will be discussed, with the goal of compromise and settlement within two weeks of today's date. Representatives from the Union will meet with Person 1.

Person 3 also said that a draft was presented which Person 3 rejected outright and one proposal was rejected by Person 1. Person 1 said there were discussions of how many employees were covered because the Employer was interested in the number that would be affected, to limit its exposure. Person 1 stressed that it was not the intent of the Employer to cover those who would be retiring during the term of the contract and when Person 3 proposed that the Employer pay part of the life insurance expenses for future retirees,<sup>8</sup> that proposal was expressly rejected. And when Person 3 brought up his own situation, Person 1 said he did not agree and told Person 3 the Employer could not afford it on liability. Instead, Person 1 continued, the parties agreed that no more than about 10 people would be eligible for the Employer-paid premiums. Person 1 also said there were discussions of dollar limits since Person 1 had been told \$300 to \$500 was the maximum payment that would be made for goodwill. (He added that the Union said they were not looking for a lot of money but wanted some goodwill showing). As far as Person 1 was concerned, they had an agreement by the end of July 1993 but it was not written.

Person 1 wrote up a draft of a Letter of Understanding dated August 13, 1993 and it states:

1. The Employer will pay 1/2 of the cost of retiree life insurance for one year, up to \$42.15, for eligible retirees, for up to 10 retirees.<sup>9</sup> The eligible retirees will pay the remainder of the cost.
2. The period of insurance coverage will begin on October 1, 1993.
3. To be eligible for the insurance the retiree must sign up by Friday, September 17, 1993, and provide evidence of insurability that is accepted by Person 8...

In August, 1993, after this draft was produced, Person 1 left the employment of the Employer.<sup>10</sup> The

Letter of Understanding was subsequently revised in several respects. By the time of these revisions,

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<sup>8</sup> Between December 1, 1993 and the stated expiration term of the 1991-94 Agreement (ie. November 21, 1994), twenty bargaining unit members in addition to Person 3 retired. Of these 20, 14 signed up for the retiree Life insurance program (A 21st bargaining unit member retired January 13, 1995 and he also signed up for the retiree life insurance program).

<sup>9</sup> Person 3 could not say why the "ten" is there in the draft. He testified that more than 10 to 12 employees would be affected and he did not say 10 to 12. Nor did he remember Person 1 saying number would be limited to 10.

<sup>10</sup> Person 1 returned to work for the Employer as its General Counsel in October or November, 1994.

Union President Person 9 was the spokesperson and Person 10 and Person 6 were working on it for the Employer.

Handwritten over top the typed part of the August 13, 1993 draft, in Person 9's handwriting, are the words "or length of contract" which follows the "one year" terminology in Paragraph 3. Also in Person 9's handwriting is the date "December 1, 1993" which is written over a scratched out "September 17, 1993" date, in Paragraph 5. And at the bottom of the draft is the note that Person 9 "wants changes made before it goes to Union." (Person 3 said that since the Letter of Understanding was not finished by the deadline, they had to change the date because the one stated in the draft had already past).

The final Letter of Understanding is signed by Person 6 and Person 10 for the Employer on November 22 and 23, 1993.<sup>11</sup> In pertinent part it states:

Union Council 00, Local 0000, and Employer agree to the following regarding the Retiree Life Insurance grievance dated October 14, 1992:

1. Under Article 26, Section 2, "The Employer shall make available to all present UNION employees who retire after July 1, 1990, of this collective bargaining agreement group life insurance the face amount of \$2,500 at the retiree's expense.
2. The current cost for life insurance in the face amount of \$2,500 is \$84.30 for one year. One half of \$84.30 is \$42.15.
3. The Employer will pay 1/2 of the cost of retiree life insurance for one year, or the length of the current contract whichever is longer, up to \$42.15, for eligible retirees. The eligible retirees will pay the remainder of the cost.
4. The period of the insurance coverage will begin on December 15, 1993.
5. To be eligible for the insurance the retiree must sign up by Wednesday, December 1, 1993, and provide evidence of insurability...

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<sup>11</sup> Person 1 testified that there were changes to the draft of the August 13, 1993 Letter of Understanding after he left Employer employment. He noted, for instance, that he did not know why the 10-person limit did not appear in the final Letter of Understanding. Nor was Person 1 aware of why the final Letter of Understanding did not have a \$300 to \$500 limit.

Person 3 also testified to differences in the final Letter of Understanding from what he had negotiated. For instance, he said the first paragraph was different, and what Person 3 had reached was that the duration of this contract was covered.

6. Except for the Employer's agreement here to pay for a portion of the cost for retiree life insurance for one year, the existing contract language that the retiree is solely responsible for the entire cost of the \$2,500 retiree life insurance remains unchanged.

There was a stipulation that the Union took all appropriate steps to notify retirees before December 1, 1993 that they had up to that date to apply for retiree life insurance if they wanted the benefit of the Employer co-payment toward the premium.<sup>12</sup> It was also stipulated that the Union took all appropriate steps to get the Letter of Understanding ratified by the Union membership.

No retirees signed up by December 1, 1993 to have the Employer make a contribution toward their retiree life insurance premium.<sup>13</sup> After December 1, 1993 bargaining unit employees have retired and enrolled in the retiree life insurance, but the Employer has declined to pay any part of their insurance premiums.

On January 18, 1994 two individuals signed the final Letter of Understanding for the Union. Person 3 testified that in February, 1994, in anticipation of his retirement, he spoke to Person 7's secretary and asked when he was to sign up for retiree life insurance.<sup>14</sup> (Person 3 testified that, as negotiated, the retirees had to sign up by December 1, 1993 and the others like himself had to sign at the time of retirement, when they started paying for the insurance). Person 3 continued that he was told he should do this

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<sup>12</sup>The group of bargaining unit members who retired between July 1, 1990 and December 1, 1993 number 23, and of these nine participated in the retiree life insurance program.

<sup>13</sup> It is clear that prior to the Letter of Understanding the Employer did not pay any part of any retiree's insurance premium. Person 3, however, testified that in 1990 the Employer paid the \$8.00 premium for retirees' life insurance until July of that contract. (Since no other information supports the view that the Employer ever paid any part of any retiree life insurance premiums, the arbitrator assumes that this comment is in error).

<sup>14</sup> The Employer took the position that during February and March of 1994 the Union renewed inquiries about the eligibility of persons who retired after December 1, 1993 to receive premium payments under the Letter of Understanding and they were informed that future retirees had no right to partial premium payments.

when he retired, but he was not told how much money this would cost. And, Person 3 was not told it would cost him \$84 instead of \$42 until just before he retired on March 11, 1994.<sup>15</sup> Because he would have to pay the whole premium, Person 3 explained, he refused the insurance.

On April 3, 1994 the Union filed the present grievance which claims violations of Articles 1, 5, 11 and 26 seeks payment by the Employer of "1/2 the cost of retiree life insurance for all eligible retirees," making all aggrieved whole. The grievance statement provides:

ON MARCH 18, 1994 I DISCUSSED THE LETTER OF UNDERSTANDING ON RETIREE LIFE INSURANCE WITH PERSON 7...

PERSON 7 SAID THAT THE EMPLOYER BELIEVED THAT THIS BENEFIT WAS APPLICABLE ONLY TO MEMBERS THAT RETIRED BEFORE THE LETTER WAS SIGNED AND WHOM HAD NOT PREVIOUSLY APPLIED FOR RETIREE LIFE INSURANCE.

THE UNION BELIEVES THAT THIS BENEFIT IS TO BE MADE AVAILABLE, AS STATES IN PARAGRAPH L,

The Employer shall make available to all present UNION employees who retire after July 1, 1990 of this collective bargaining agreement, group life insurance the face amount of \$2,500 at the retiree's expense."

THE UNION BELIEVES THAT THE ELIGIBILITY SIGN UP DATE. PARAGRAPH 5, LIMITED THE EMPLOYER'S OBLIGATION TO MEMBERS THAT HAD RETIRED PREVIOUS TO THIS AGREEMENT, BUT DID NOT RESTRICT-THE BENEFIT TO THIS GROUP.

THE UNION ASKS THAT ALL MEMBERS THAT ARE ELIGIBLE FOR THIS BENEFIT BE PAID BY THE EMPLOYER ONE HALF OF RETIREE LIFE INSURANCE, UP TO \$42.15, AND MADE WHOLE.

On April 4, 1994 Human Resources Development Director Person 7 wrote to the Union:

It is the Employer's position that the Letter of Understanding.. states that the Employer will pay for half the cost of retiree life insurance for one year (or the length of the current contract, whichever is longer) for retirees who signed up by Wednesday, December 1, 1993.

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<sup>15</sup> Person 3 worked for the Employer for 18 years.

As you know, no retiree signed up by Wednesday, December 1, 1993....

Mr. Person 6 and Mr. Person 10 signed the Letter of Understanding on November 23, 1993 under the premises (that it covered only present retirees, not future retirees who signed up by Wednesday, December 1, 1993].... If the dates were not clear to you at that time, then you should have clarified the Letter's intent before you signed it.

#### POSITION OF THE UNION

The Union contends that the Letter of Understanding means that employees who were scheduled to retire after Wednesday, December 1, 1993 (but before expiration of the 1991-94 contract) would have \$42.15 of their life insurance premium paid for by the Employer. In support it argues that the discussion surrounding negotiation of the Letter establishes a co-payment of one-half the cost for employees who had retired prior to December 1, 1993.

Additionally, based on the testimony of Union witnesses, it also provided that employees who might retire over the life of the collective bargaining agreement, provided they were insurable and signed up by December 1, 1993, would have their insurance paid for at half the annual rate. So when the Letter of Understanding was agreed to, a number of employees tried to sign up and were told they would have to pay the full amount of their insurance. Thus, the Employer denied employees who, were not currently retired the right under the Letter of Understanding to sign up by December 1, 1993 -- even though they were going to retire before the end of the contract.

The Union concludes that the Employer must be required to comply with the collective bargaining agreement and the Letter of Understanding, and the grievance should, therefore, be granted.

## POSITION OF THE EMPLOYER

The Employer contends it did not violate any contractual obligation by refusing to pay partial life insurance premiums because the provision for payment established by the Letter of Understanding is a narrow one, limited to "eligible retirees" who "must sign up by... December 1, 1993." And since no "eligible retirees" signed up, no one was entitled to premium co-payments.

The Employer continues that the interpretation urged by the Union of extending premium co-payments to all who might retire during the term of the contract would cause the narrow exception created by the Letter of Understanding to swallow up the general provision under Article 26, Section 2 which is that life insurance is "at the retiree's expense."

The Employer also argues that the Union testimony offered to show bargaining intent to cover all future retirees was insufficient and inconclusive; it amounted to individual comments to the former Union President that certain individuals saw "no problem" with such an arrangement but it would have to be negotiated. And, that Union witness also agreed that no promise or agreement was reached as to future retirees by someone authorized to negotiate settlement for the Employer. Moreover, the Employer adds, the existence of any such coverage for future retirees was expressly rejected by Person 1 because it could subject the Employer to uncertain and possibly substantial liability.

The Employer concludes that future retirees had no right to partial premium payments under the Letter of Understanding and that the Employer has been consistent in enforcing this position.

## ANALYSIS AND CONCLUSIONS

The November 1990 to November 1991 contract extension (of the 1987-90 contract) provided for retiree life insurance in the amount of \$2,500 "at the retiree's expense of \$8.40 per year." In September, 1992 when the insurer raised this premium 1000%, a dispute arose over whether this meant \$2,500 of coverage for

no more than \$8.40 per year at the retiree's expense (the Union position),<sup>16</sup> or whether it meant \$2,500 of coverage at the retiree's expense, regardless of the amount of the premium (the Employer position).<sup>17</sup> This dispute was resolved by an agreement set forth in a Letter of Understanding which provided that "the Employer will pay 1/2 of the cost of retiree life insurance for one year, or the length of the current contract whichever is longer, up to \$42.15, for eligible retirees." Under these terms unit members who retired before December 1, 1993 could apply to have half their insurance premium paid by the Employer. Although this group of over 20 retirees was informed of availability of the co-payment benefit prior to December 1, 1993, none applied.

The current grievance does not address this group of retirees, but concerns those who retired after December 1, 1993 (and during the term of the 1991-94 contract), and who wanted to take advantage of the co-payment benefit. The Union contends they were entitled to the payment of half their insurance premium because they retired before the end of the 1991-94 contract. The obvious example of this group of over 20 retirees is former Union President Person 3 who retired on March 11, 1994 (Person 3 sought information from Human Resources in February, 1994 about how to apply for the retiree life insurance program<sup>18</sup> but when he discovered that he would be denied the co-payment, he declined to participate). The question is whether denial to Person 3 (and others in the post-December 1, 1993 retirement group), of the insurance co-payment violated Article 26 or the Letter of Understanding.

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<sup>16</sup> This dispute was raised by the Grievance 1, dated October 14, 1992.

<sup>17</sup> The dispute also involved whether the provisions of the contract extension had any application since by the time of the premium increase the 1991-94 contract was in place.

<sup>18</sup> In part the Union argues that employees including Person 3 who would retire after December 1, 1993 but before the end of the 1991-94 contract, attempted to apply for the co-payment benefits before December 1, 1993, but were prohibited from doing so on the basis that application was premature because they were not yet ready to retire. The arbitrator finds, however, no support in the record for attempted application for retiree life insurance by post-December 1<sup>st</sup> retirees, until February, 1994.

In resolving this question the arbitrator first notes that the 1991-94 contract -- in effect at all times pertinent to this grievance -- provides, in Article 26, Section 2 that life insurance is "at the retiree's expense." Since no co-payment benefit is thereby provided, the arbitrator finds that Article 26 was not violated by denial to the post-December 1st group the insurance co-payment. For the grievance to be granted, the Employer's actions must, therefore, have violated the Letter of Understanding. In pertinent part the Letter states:

3. The Employer will pay 1/2 of the cost of retiree life insurance for one year, or the length of the current contract whichever is longer, up to \$42.15, for eligible retirees....
5. To be eligible for the insurance the retiree must sign up by Wednesday, December 1, 1993...<sup>19</sup>
6. Except for the Employer's agreement here to pay for a portion of the cost for retiree life insurance for one year, the existing contract language that the retiree is solely responsible for the entire cost of the \$2,500 retiree life insurance remains unchanged.

The arbitrator finds that Paragraph 3 of this language provides an exception to the general rule that retirees pay all insurance premiums,<sup>20</sup> and that exception is limited to paying half the premium, for a limited period of time, for "eligible retirees." The arbitrator also finds that Paragraph 5 requires that "to be eligible for the insurance the retiree must sign up by Wednesday, December 1, 1993."

Relying solely on the language of the Letter of Understanding, and specifically its Paragraphs 3, 5 and 6, the arbitrator finds there is the intent to limit the life insurance co-payment benefit to retirees who "must sign up by Wednesday, December 1, 1993." The cut-off is mandatory, this being clear from the term "must," and to be a retiree who signs up by that cut-off, logic dictates that one already be retired. Under this interpretation, neither Person 3 nor the other 20 or so bargaining unit members who retired after December 1,

<sup>19</sup> Applicants must also "provide evidence of insurability," but this requirement is not relevant to the outcome of this grievance.

<sup>20</sup> This general rule is referenced by Paragraph 6 of the Letter of Understanding and Article 26, Section 2 is recited verbatim under Paragraph 1 of the Letter of Understanding g.

1993 (but before expiration of the 1991-94 contract) could be "eligible retirees." Notwithstanding this apparent meaning drawn from the terminology of the Letter of Understanding, the Union contends that bargaining history behind its development and the timing of its execution show a contrary intent, thereby producing intent to extend co-payment eligibility to post-December retirees.

The Union contends that the negotiations which preceded the Letter of Understanding made it clear that bargaining unit members who would retire after December 1, 1993 (but before expiration of the 1991-94 contract) could be "eligible retirees." The basis of this contention is Person 3's testimony that he repeatedly used his own situation as an example and was assured that he would be entitled to the co-payment benefit. But Person 3 also acknowledged that he received no promise of coverage for such future retirees by a person authorized to bind the Employer. Further, there was contradictory bargaining testimony from Employer spokesperson Person 1 that the Union expressly proposed to cover such "future retirees" and that proposal was rejected because of the potential, uncertain expense it could cause. Also countering Person 3's testimony and the Union's position is the simple fact that Person 3 was not instrumental in reaching the final Letter of Understanding: by the time it was reached Person 3 was no longer the Union President or negotiator. (The course of negotiations was a long one with a number of changes in bargainers for both sides occurred). And in the final language, the reference to "eligible retiree" (in Paragraph 3) ties into the requirement of signing up by December 1st (in Paragraph 5). There is, for instance, no reference to "current employees" being able to sign up for the co-payment or to retirees being able to sign up for it after the December 1st date. The arbitrator finds that the testimony countering Person 3's, along with the lack of any reference in the Letter of Understanding to coverage for bargaining unit members situated like he was, contradicts the bargaining intent to which he testified.

One contention which weighs against limiting the insurance co-payment to those who retired before December 1, 1993 is the timing of the execution of the Letter of Understanding. Thus, the Union did not exe-

cute the Letter setting forth that co-payment benefit until January 18, 1994. So, logically, this argument is that the Letter must be interpreted to cover someone after its execution or its provisions are meaningless. The arbitrator is not, however, persuaded by this contention since it is clear that the Employer bound itself to the terms of the letter by November 23, 1993 and that the Union notified retirees before the December 1, 1993 cut-off that they had until that date to apply for retiree life insurance and receive the Employer paid benefit. Thus, persons were covered by the Letter of Understanding, and could have benefitted from it -- even though it was not signed by the Union until January 18, 1994. Moreover, it is clear from the timing of the notice to existing retirees and from the Union activity which preceded ratification, that current bargaining unit members were aware of the provision in the Letter of Understanding for a December 1st cut-off. If the Union disagreed, it could have declined to sign on January 18th unless the dates were altered or provision was expressly made for post-December 1st retirees.

There is, moreover, a further consideration which causes the arbitrator to reject the Union's position. That consideration is that interpreting the Letter of Understanding as urged by the grievance would cause the exception of the Employer's paying part of the insurance premium to become the general rule. Thus, under the Union's position, no one who retired after July 1, 1990 and before the end of the 1991-94 contract would be ineligible for the half payment toward the annual premium, even though Article 26, Section 2 clearly states that the cost of the life insurance shall be "at the retiree's expense."

For all the above reasons, the arbitrator concludes that the grievance should not be granted.

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ELAINE FROST

Arbitrator

Michigan

Dated: June 30, 1995