

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

SCHUYLKILL COUNTY COURT RELATED	:	
EMPLOYEES UNION UNIT I & UNIT II	:	
	:	
v.	:	Case Nos. PERA-C-25-8-E
	:	PERA-C-25-9-E
	:	
SCHUYLKILL COUNTY	:	

PROPOSED DECISION AND ORDER

On January 8, 2025, the Schuylkill County Court Related Employees Union, Unit I (Court-Appointed Unit) and Unit II (Court-Related Unit), (collectively, Complainants) each filed a charge of unfair practices with the Pennsylvania Labor Relations Board (Board) against Schuylkill County (County or Employer), alleging that the County violated Section 1201(a)(1) and (5) of the Public Employee Relations Act (PERA or Act) by unilaterally changing the hospital and medical insurance for bargaining unit employees through the elimination of various prescription drugs, including Wegovy and Zepbound, on January 1, 2025. The charges were docketed separately at PERA-C-25-8-E and PERA-C-25-9-E, respectively.

On March 10, 2025, the Secretary of the Board issued a Complaint and Notice of Hearing in both cases, directing a hearing on April 16, 2025, if necessary. The hearing ensued, as scheduled, on April 16, 2025, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence.¹ The Complainants filed a post-hearing brief in support of their positions on July 14, 2025. The County has not filed a post-hearing brief in support of its position.

The Hearing Examiner, on the basis of the testimony presented at the hearing and from all other matters and documents of record, makes the following:

FINDINGS OF FACT

1. The County is a public employer within the meaning of Section 301(1) of PERA. (N.T. 8)
2. The Complainants are both employee organizations within the meaning of Section 301(3) of PERA. (N.T. 8)
3. The Complainants represent two separate units, one for court-appointed and one for court-related, each comprised of both professional and nonprofessional employees at the County. (N.T. 16; Union Exhibits 1, 2, 6, 7)
4. The Court-Appointed Unit and the County are parties to a collective bargaining agreement (CBA) effective January 1, 2021 through December 31, 2025. The Court-Related Unit and the County are parties to a separate CBA, which is also effective January 1, 2021 through December 31, 2025. (N.T. 14-15; Union Exhibits 1, 2, 6, 7)

¹ The charges were consolidated for purposes of the hearing.

5. Article XII, Section 1 of the CBA, for the Court-Appointed Unit, which is entitled "Hospital and Medical Insurance," provides in relevant part as follows:

The Employer shall continue to provide each regular Employee with 100% paid coverage under the Capital Blue Cross Hospitalization Insurance or its equivalent. In addition, it shall continue to provide 100% paid coverage for all dependents where the dependents of the Employee qualify under such program.

(N.T. 29-31; Union Exhibits 1, 6, 7)

6. Article XII of the CBA, for the Court-Related Unit, which is also entitled "Hospital and Medical Insurance," states that the County will continue to provide hospital and medical insurance benefit programs subject to co-payments listed in Section 1 of the Article. (N.T. 29-31; Union Exhibits 2, 6, 7)

7. Prior to January 1, 2025, the County's Hospital and Medical Insurance included payment for prescription drugs, such as Wegovy and Zepbound, for employees in both the Court-Appointed Unit and the Court-Related Unit. (N.T. 35-38, 40-42, 44-46, 49-55, 64-65, 67-69, 82-83; Union Exhibits 3, 6, 7, 8, 10)

8. By email dated October 28, 2024, the County's Senior Benefits Administrator, Elaine Fucci, notified the bargaining unit employees that the County was contemplating a change with regard to its prescription drug plan. Fucci specifically indicated that drugs used for weight loss, such as Wegovy (semaglutide) and Zepbound (tirzepatide), would no longer be covered in 2025. (N.T. 18-22, 64-65; Union Exhibit 3)

9. By letter dated December 23, 2024, the Complainants' attorney requested that the County bargain over the County's decision regarding the prescription drugs Wegovy and Zepbound. The County did not respond to the letter. (N.T. 25-26; Union Exhibit 5)²

10. On January 1, 2025, the County unilaterally changed the Hospital and Medical Insurance for the Court-Appointed and Court-Related employees by eliminating coverage for the prescription drugs of Wegovy and Zepbound. (N.T. 27, 40-42, 44-46, 67, 73, 78, 82-83; Union Exhibits 6, 7, 9)

11. The County did not bargain with the Complainant Unions over the change in the prescription drug plan. (N.T. 26)

DISCUSSION

The Complainants argue that the County violated Section 1201(a)(1) and (5) of the Act³ by unilaterally changing the hospital and medical insurance

² The record shows that the Complainant Unions have one President for both units and that it is commonplace for the Complainant Unions to bargain with the County for both units at once. (N.T. 17).

³ Section 1201(a) of PERA provides that "[p]ublic employers, their agents or representatives are prohibited from: (1) Interfering, restraining or coercing employees in the exercise of the rights guaranteed in Article IV of this act...(5) Refusing to bargain collectively in good faith with an employee representative which is the exclusive representative of employees in

for bargaining unit employees through the elimination of various prescription drugs, including Wegovy and Zepbound, on January 1, 2025. It is well settled that an employer commits an unfair practice when it makes a unilateral change in a mandatory subject of bargaining, whether established by a collective bargaining agreement or past practice. Appeal of Cumberland Valley School District, 483 Pa. 134, 394 A.2d 946 (1978); South Park Township Police Association v. PLRB, 789 A.2d 874 (Pa. Cmwlth. 2002), *appeal denied*, 569 Pa. 727, 806 A.2d 864 (2002); Utility Workers of America, Local 416, AFL-CIO v. Municipal Authority of the Borough of West View, 32 PPER ¶ 32187 (Final Order, 2001). Where the charge concerns a mandatory subject allegedly established through past practice, the complainant has the burden of proving by substantial, credible evidence that the employer has unilaterally changed an established practice. Delaware County Lodge No. 27, Fraternal Order of Police v. PLRB, 694 A.2d 1142 (Pa. Cmwlth. 1997); Fraternal Order of Police Fort Pitt Lodge 1 v. City of Pittsburgh, 37 PPER 84 (Proposed Decision and Order, 2006). In County of Allegheny v. Allegheny County Prison Employees Independent Union, 476 Pa. 27, 381 A.2d 849 (1977), the Pennsylvania Supreme Court defined a past practice as follows:

A custom or practice is not something which arises simply because a given course of conduct has been pursued by [m]anagement or the employees on one or more occasions. A custom or practice is a usage evolved by men as a normal reaction to a recurring type of situation. It must be shown to be the *accepted* course of conduct characteristically repeated in response to the given set of underlying circumstances. This is not to say that the course of conduct must be *accepted* in the sense of both parties having agreed to it, but rather that it must be *accepted* in the sense of being regarded by the men involved as the *normal* and *proper* response to the underlying circumstances presented. 476 Pa. at 34 n. 12, 381 A.2d at 852 n. 12

43 PPER at 179 (emphasis in original).

The Board and the courts have long held that healthcare benefits are a mandatory subject of bargaining. See Appeal of Cumberland Valley School District, 394 A.2d 946 (Pa. 1978); Kennett Consolidated School District v. PLRB, 20 PPER ¶ 20088 (Common Pleas Court, 1989); Moshannon Valley Education Support Professionals v. Moshannon Valley School District, 41 PPER 58 (Proposed Decision and Order, 2010).

In this case, the Complainant Unions have sustained their respective burdens in both PERA-C-25-8-E and PERA-C-25-9-E of proving that the County violated the Act by unilaterally changing healthcare benefits for the bargaining units employees in the Court-Appointed and Court-Related Units on January 1, 2025. Indeed, the record clearly and unequivocally shows that, prior to January 1, 2025, the County's Hospital and Medical Insurance included payment for prescription drugs, such as Wegovy and Zepbound, for employees in both the Court-Appointed Unit and the Court-Related Unit. Specifically, the record shows that the parties had a past practice whereby the County's health insurance included coverage for these prescriptions repeatedly and consistently, on a monthly basis, for the bargaining unit employees. Therefore, the Complainants have demonstrated the existence of the

an appropriate unit, including but not limited to the discussing of grievances with the exclusive representative." 43 P.S. § 1101.1201.

past practice for both cases, and the County has admitted to the same in its Answer to both charges. (See Union Exhibit 6 & 7). Likewise, the record further shows that the County unilaterally changed its healthcare benefits for both bargaining units on January 1, 2025, by refusing to cover the cost for those prescriptions anymore. As a result, it must be concluded that the County committed unfair practices under the Act.

As detailed above, the County did not file a post-hearing brief in support of its position, despite being given ample time and opportunity to do so. Thus, the County has waived any and all arguments that it potentially raised during the hearing. Nevertheless, even if the County's arguments had been properly preserved, it is unclear as to the grounds on which the County is defending the charges. At the hearing, the County appeared to make an opening statement alleging that the County's prescription plan had always excluded drugs prescribed specifically for weight loss. (N.T. 12). Yet this contention was belied by the significant and credible record evidence, demonstrating that the County had included coverage for such medications prior to January 1, 2025 for both units.⁴ Even the County's Senior Benefits Administrator, Ms. Fucci, readily conceded that the County's health insurance had covered these drugs prior to January 1, 2025. But the County refused to bargain with the Complainant Unions prior to making the change.

At another point during the hearing, the County appeared to elicit testimony suggesting that there were other occasions over the past several years whereby the County also removed other drugs from the formulary for the bargaining unit employees. (N.T. 71). However, this testimony is of no consequence here, as Ms. Fucci later admitted that the Complainant Unions had not been given notice of any such alleged changes. (N.T. 81-82). In any event, even if there had been notice to either of the Complainant Unions of such a change, the Board has long held that a union does not forever waive its right to bargain future changes to a mandatory subject by its acquiescence, either express or implied, to the employer's previous unilateral changes in the subject matter. Temple University Health System, 41 PPER 3 (Final Order, 2010).

On this record, the Complainant Unions have clearly demonstrated that the County violated the Act by unilaterally altering the health insurance benefits for bargaining unit employees in both the Court-Appointed and Court-Related Units, which was established by a consistent past practice. Accordingly, the County will be directed to restore the status quo ante and to make whole any and all affected employees, along with the Board's usual cease and desist and posting requirements.

CONCLUSIONS

The hearing examiner, therefore, after due consideration of the foregoing and the record as a whole, concludes and finds as follows:

1. The County is a public employer within the meaning of Section 301(1) of PERA.

⁴ In reality, the record shows that the County not only ceased providing coverage for Wegovy and Zepbound effective January 1, 2025 for weight loss, but also for when those drugs were prescribed for other reasons as well, at least with regard to the Court-Appointed Unit. (N.T. 34-38, 40; Union Exhibit 8).

2. The Complainants are both employee organizations within the meaning of Section 301(3) of PERA.

3. The Board has jurisdiction over the parties hereto.

4. The County has committed unfair practices in violation of Section 1201(a)(1) and (5) of PERA in PERA-C-25-8-E and PERA-C-25-9-E.

ORDER

In view of the foregoing and in order to effectuate the policies of the Act, the examiner

HEREBY ORDERS AND DIRECTS

That the County shall:

1. Cease and desist from interfering, restraining or coercing employees in the exercise of the rights guaranteed in Article IV of the Act.

2. Cease and desist from refusing to bargain collectively in good faith with the employee organization which is the exclusive representative of employees in the appropriate unit, including but not limited to discussing of grievances with the exclusive representative.

3. Take the following affirmative action which the examiner finds necessary to effectuate the policies of PERA:

(a) Immediately rescind the unilateral changes to the healthcare benefits package for bargaining unit employees in both the Court-Appointed and Court-Related Units, restore the status quo ante which is the healthcare benefits package as it existed on December 31, 2024, and make whole any and all affected bargaining unit employees for any losses sustained as a result thereof;

(b) Post a copy of this Decision and Order within five (5) days from the effective date hereof in a conspicuous place, readily accessible to its employees, and have the same remain so posted for a period of ten (10) consecutive days;

(c) Furnish to the Board within twenty (20) days of the date hereof satisfactory evidence of compliance with this Decision and Order by completion and filing of the attached Affidavit of Compliance; and

(d) Serve a copy of the attached Affidavit of Compliance upon the Union.

IT IS HEREBY FURTHER ORDERED AND DIRECTED

that in the absence of any exceptions filed pursuant to 34 Pa. Code § 95.98(a) within twenty (20) days of the date hereof, this decision and order shall become and be absolute and final.

SIGNED, DATED AND MAILED from Harrisburg, Pennsylvania this 10th day of
October, 2025.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ John Pozniak
John Pozniak, Hearing Examiner

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AFFIDAVIT OF COMPLIANCE

Schuylkill County hereby certifies that it has ceased and desisted from its violations of Section 1201(a)(1) and (5) of the Public Employe Relations Act; that it has complied with the Proposed Decision and Order as directed therein by immediately rescinding the unilateral changes to the healthcare benefits package for bargaining unit employes in both the Court-Appointed and Court-Related Units, that it has restored the status quo ante which is the healthcare benefits package as it existed on December 31, 2024, and that it has made whole any and all affected bargaining unit employes for any losses sustained as a result thereof; that it has posted a copy of the Proposed Decision and Order in the manner prescribed therein; and that it has served a copy of this affidavit on the Union at its principal place of business.

Signature/Date

Title

SWORN AND SUBSCRIBED TO before me
the day and year first aforesaid

Signature of Notary Public