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 Employe Relations Act (PERA or Act) by unilaterally changing the hospital and medical insurance for bargaining unit employes 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.

The parties litigated both charges, and on October 10, 2025, the Hearing Examiner issued a Proposed Decision and Order, finding that the County had committed unfair practices, as alleged. No exceptions were filed by either party following the issuance of the PDO. On February 2, 2026, the Complainant Unions filed a request for a compliance hearing, alleging that the County had failed to comply with the October 10, 2025 PDO. On February 5, 2026, the Hearing Examiner scheduled a compliance hearing for April 28, 2026. The hearing ensued, as scheduled, on April 28, 2026, at which time the parties were afforded a full opportunity to present testimony, cross-examine witnesses, and introduce documentary evidence. The Complainant Unions filed a post-hearing brief in support of their position on June 25, 2026. The County has not filed a post-hearing brief in support of its position.

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

FINDINGS OF FACT

That Findings of Fact 1 through 11 as set forth in the Proposed Decision and Order are hereby incorporated by reference.

12. The October 10, 2025 Proposed Decision and Order directed the County to "[i]mmediately rescind the unilateral changes to the healthcare benefits package for bargaining unit employes 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 employes for any losses sustained [as] a result thereof."

13. The October 10, 2025 Proposed Decision and Order contained an Affidavit of Compliance, which stated as follows: "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."

14. Since the issuance of the October 10, 2025 PDO, the County is now covering prescriptions for Wegovy through an APHORA health plan. However, the County is still not covering prescriptions for Zepbound for either the Court-Appointed or the Court-Related Units. (N.T. 12-13, 18)

15. There are two bargaining unit employes who still have prescriptions for Zepbound. Those employes have to pay for the prescription medication upfront and then seek reimbursement from the County, which is different than how it worked in the past. Prior to the County's unlawful unilateral change to the health insurance benefits, those prescriptions were covered by the County's health insurance. The employes would simply be responsible for a co-pay in connection with receiving the medication. (N.T. 14-15)

16. Since the issuance of the October 10, 2025 PDO, the County has been reimbursing employes for their out-of-pocket costs for Zepbound. Those employes are required to submit receipts to the County to verify their expenses. (N.T. 15-16)

17. At least one employe in the Court-Appointed Unit submitted receipts for out-of-pocket costs incurred on March 26, 2026, in connection with her Zepbound prescription, to Elaine Fucci, the County's Senior Benefits Administrator, on April 17, 2026, which remains outstanding. (N.T. 16-18; Union Exhibit 11)

18. Timothy Munley, who is a Juvenile Probation Supervisor and who serves as President for both the Court-Appointed and Court-Related Units, testified that the County has not posted the October 10, 2025 PDO. He described how this has affected the bargaining unit employes because they are unaware of what is supposed to be covered and hesitant to continue with the prescriptions out of fear that the drugs may not be covered. (N.T. 11, 18-20)

19. The County has not filed an Affidavit of Compliance, as directed in the October 10, 2025 PDO. (N.T. 9, 20)

20. County Benefits Administrator Fucci testified that the County instituted a prescription benefit plan with APHORA in August 2025 for brand name drugs at zero cost for the individuals, which included both Wegovy and Zepbound. She explained that Zepbound was then subsequently removed from the formulary list in January 2026, while Wegovy stayed on the list. She asserted that an employe can still get Zepbound if they want it because the County will reimburse the employes after they pay upfront. She acknowledged that this involves the employes paying out-of-pocket costs, which is not the

procedure for Wegovy and other drugs on the formulary list since those prescriptions do not require out-of-pocket costs. (N.T. 34-37)

21. County Benefits Administrator Fucci could not say whether the County had posted the October 10, 2025 PDO. (N.T. 38)

22. County Benefits Administrator Fucci testified that she requested the same documentation from the Court-Appointed employe, who submitted out-of-pocket expenses on April 17, 2026, that she has requested in connection with other reimbursement requests. She claimed that the Court-Appointed employe will be reimbursed for her April 17, 2026 submission as soon as that employe provides the information. (N.T. 40-42)

23. County Benefits Administrator Fucci admitted that two bargaining unit employes had to pay out-of-pocket costs of $3,561.00 and $4,742.00, respectively, before they could get reimbursed for the cost of their Zepbound prescriptions during 2025. She conceded that is different than employes who get a prescription that is on the formulary list for the County's health benefits package. (N.T. 43-45; Employer Exhibit 6)

24. Anthony Kern has been the County's Human Resources Director for approximately three years. He testified that he posted the October 10, 2025 PDO on the bulletin board on the main floor and near the entrance to the human resources office. He claimed that his practice is to post things and let them sit. He could not say when he posted the PDO or for how long it remained posted, and even alluded to potentially only posting it for five days. (N.T. 47-48)

DISCUSSION

The Complainant Unions have petitioned the Board for a compliance hearing in this matter to determine whether the County has complied with the Hearing Examiner's October 10, 2025 PDO. The record clearly shows that the County has failed to comply with the PDO.

As detailed above, the October 10, 2025 PDO directed the County to "[i]mmediately rescind the unilateral changes to the healthcare benefits package for bargaining unit employes 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 employes for any losses sustained [as] a result thereof." Likewise, the PDO contained an Affidavit of Compliance, which stated as follows: "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."

While the record shows that the County has restored Wegovy to the healthcare benefits package, the County has nevertheless failed to restore

Zepbound. Thus, the County has failed to restore the status quo ante, which is the healthcare benefits package as it existed on December 31, 2024, prior to the County's unlawful unilateral change. At the hearing, the County seemed to suggest that it was complying with the PDO because it was reimbursing employes, who paid out of pocket for their Zepbound prescriptions. In fact, the County even seemed to suggest that it was somehow a small matter for these employes to have to pay out of pocket on the front end for these prescriptions since they would eventually be reimbursed down the line after submitting proper documentation to verify their claims. The County's argument in this regard is without merit. To suggest that the County is somehow complying with the PDO when it forces the economically dependent employes to pay thousands of dollars out of pocket for prescription medication, which was previously covered in connection with a small co-pay, and to then force those same employes to take the extra step of having to verify their claims with receipts after incurring those massive costs, is inimical to the Act and does violence to the County's bargaining obligation thereunder.

In the same vein, the record shows that the County has not made whole at least one employe in the Court-Appointed Unit, who submitted a receipt on April 17, 2026, which remains outstanding. The County's Benefits Administrator asserted during the hearing that this employe would be reimbursed for those out-of-pocket expenses as soon as she submits documentation to verify the costs. However, the County's own exhibit, Employer Exhibit 6, seems to belie such a claim. Indeed, Exhibit E-6 suggests that, unless those two employes delayed submitting their out-of-pocket expenses to the County for many months, the County allowed those costs to balloon throughout much of 2025, such that those employes were forced to pay out-of-pocket costs of $3,561.00 and $4,742.00, respectively, before they could get reimbursed for the cost of their Zepbound prescriptions. As a result, the County will be directed to pay interest on its make-whole payments to compensate for its dilatory conduct.

Finally, the record also shows that the County has failed to post the PDO for the required 10 days and failed to file the Affidavit of Compliance with the Board, and to serve a copy thereof on the Complainant Unions. Accordingly, the County will be directed to comply with the PDO in full.

CONCLUSIONS

The Hearing Examiner, therefore, after due consideration of the foregoing and the record as a whole, concludes and finds:

That conclusions 1 through 4 as set forth in the Proposed Decision and Order dated October 10, 2025 are hereby incorporated by reference.

5. The County is not in compliance with the October 10, 2025 Proposed Decision and Order.

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 continuing to violate Section 1201(a)(1) and (5) of PERA and from refusing to comply with the Proposed Decision and Order dated October 10, 2025.

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

(a) Immediately comply with the Proposed Decision and Order by rescinding the unilateral changes to the healthcare benefits package for bargaining unit employes in both the Court-Appointed and Court-Related Units, by restoring the status quo ante which is the healthcare benefits package as it existed on December 31, 2024, including coverage for both Wegovy and Zepbound upfront, and by making whole any and all affected bargaining unit employes for any losses sustained as a result thereof, together with six (6%) percent per annum interest through the date of payment;

(b) Post a copy of this Decision and Order, along with the October 10, 2025 Decision and Order, within five (5) days from the effective date hereof in a conspicuous place, readily accessible to its employes, 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 25th day of August, 2026.

PENNSYLVANIA LABOR RELATIONS BOARD

/s/ John Pozniak
John Pozniak, Hearing Examiner

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	:	

AFFIDAVIT OF COMPLIANCE

Schuylkill County hereby certifies that it has ceased and desisted from continuing to violate 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, including coverage for both Wegovy and Zepbound upfront, and that it has made whole any and all affected bargaining unit employes for any losses sustained as a result thereof, together with six (6%) percent per annum interest through the date of payment; that it has posted a copy of this Proposed Decision and Order, along with the October 10, 2025 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