

Retired Teacher Awarded Post-Retirement Benefits For Same-Sex Spouse

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In Re: Souderton Area Education Association and Souderton Area School District, Arbitration Award of August 7, 2016 (Arbitrator Joan Parker). Under Pennsylvania law a teacher was not able to legally marry her same-sex spouse until 2014, at which point the teacher had already been retired for two years. The retiree requested that the school district add the spouse to the retiree's health insurance coverage. The school district denied the request, citing past practice. The retiree grieved the school district's decision and an arbitrator directed the school district to provide the requested coverage.

SUMMARY AND FACTUAL BACKGROUND

Susan Roncoroni was a French teacher employed by Souderton Area School District. She was in a long-term relationship with another woman, Judith Mantle, and in 1993 the couple held a symbolic marriage ceremony during which they exchanged wedding rings and vows. Although Pennsylvania did not recognize same-sex marriages in 1993, Roncoroni and Mantle held themselves out as a couple over subsequent years. They co-mingled assets and jointly owned property, insurance and pets.

In 2012 Roncoroni retired from the School District and received individual post-retirement medical coverage through the District's group insurance program, pursuant to the Pennsylvania School Code, 24 P.S. § 5-513. Mantle retired from her job in 2015.

In 2014 Pennsylvania legally recognized same-sex marriage and in July 2015 Roncoroni and Mantle were legally married. After their marriage, Roncoroni requested that the district add Mantle as a dependent on Roncoroni's health insurance coverage. The district denied Roncoroni's request and she filed a grievance challenging the denial.

DISCUSSION

In its defense, the district argued it had established a practice of prohibiting post-retirement additions to health insurance coverage. The district pointed to a previous instance in which a retiree divorced his spouse and then remarried. In this situation the district denied coverage for the retiree's new spouse, and the matter was not grieved. The district insisted its decision with regard to Roncoroni and Mantle had nothing to do with their personal relationship, but instead had to do with the economics of the request and the district's interest in preserving past practice.

However, the arbitrator sustained the grievance and required the district to add Mantle to Roncoroni's coverage. The arbitrator pointed out the inequity of the circumstance, explaining that "when Grievant retired, she could not have legally elected to bring a same sex spouse onto her health insurance plan."

The arbitrator also pointed out that neither the district's collective bargaining agreement nor the Pennsylvania School Code prohibited a retiree from adding a family member. The arbitrator relied on previous arbitration decisions allowing retirees to add family members in the absence of collective bargaining language to the contrary. In response to the district's argument regarding the economics of insurance coverage, the arbitrator pointed out that additions to coverage are balanced by subtractions from coverage. She noted that health insurance is not static, and explained, "Spouses die, and children grow up, and dependents are just as likely to be removed from coverage as they are to be added to coverage, even in retirement."

PRACTICAL ADVICE

Given that same-sex marriage was not recognized in Pennsylvania until 2014, arbitrators may require school districts to provide coverage for a retiree's newly-married same-sex spouse, even if doing so would conflict with past practice.

For additional information contact David Mongillo or any of the Municipal and School Practice Group attorneys.