

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

BRISTOL BOROUGH POLICE BENEVOLENT :
ASSOCIATION, :
 :
v. : Case No. PF-C-24-95-E
 :
BRISTOL BOROUGH :

FINAL ORDER

Bristol Borough (Borough) filed timely exceptions and a supporting brief with the Pennsylvania Labor Relations Board (Board) on July 17, 2025, challenging a Proposed Decision and Order (PDO) issued on June 30, 2025. In the PDO, the Board's Hearing Examiner concluded that the Borough violated Section 6(1)(a) and (e) of the Pennsylvania Labor Relations Act (PLRA), as read in *pari materia* with Act 111 of 1968, by refusing to proceed to interest arbitration regarding the impact of the Borough's managerial decision to lay off a bargaining unit employee. The Bristol Borough Police Benevolent Association (Union) filed a response to the exceptions and supporting brief on August 5, 2025.

The salient facts of this case are summarized as follows. The City and the Union were signatories to a collective bargaining agreement (CBA), effective January 1, 2020, through December 31, 2025. (FF 4). The CBA did not contain provisions regarding employee rights following a layoff or recall rights. On February 21, 2024, the Borough laid off a police officer, Kevin DiPaolo, after a total of 15 years of both part-time and full-time service. At the time of his layoff, the Borough did not offer Officer DiPaolo any severance, continuing medical benefits or pension rights. (FF 6).

Thereafter, on February 23, 2024, the Union sent the Borough a letter requesting impact bargaining over the effects of Officer DiPaolo's layoff. (FF 7). The Borough wrote back to the Union on March 13, 2024, asking "on what premise" the Union believed that the Borough had a bargaining obligation. (FF 8). The Union responded by letter on March 20, 2024, citing to specific caselaw outlining a municipality's obligation to bargain the effects of a layoff and reiterating the Union's demand for impact bargaining. (FF 9). On September 16, 2024, the Union sent the Borough a letter demanding interest arbitration over the effects of the Borough's decision to lay off Officer DiPaolo. (FF 11). On September 23, 2024, the Borough sent back a letter to the Union refusing to proceed to arbitration. (FF 12).¹

On November 4, 2024, the Union filed a Charge of Unfair Labor Practices with the Board, alleging that the Borough violated Section 6(1)(a) and (e) of the PLRA by refusing to proceed to interest arbitration over the impact of the Borough's decision to lay off Officer DiPaolo. On December 3, 2024, the Secretary issued a Complaint and Notice of Hearing, assigning this matter to

¹ The Borough also threatened to seek an injunction if the Union persisted in its efforts to bargain.

a Hearing Examiner. A hearing was held before the Hearing Examiner on March 12, 2025, at which time all parties in interest were afforded a full opportunity to present testimony, cross-examine witnesses and introduce documentary evidence. Both parties filed post-hearing briefs.

In the PDO, the Hearing Examiner concluded that the Borough violated Section 6(1)(a) and (e) of the PLRA by refusing to proceed to interest arbitration concerning the impact of its layoff of Officer DiPaolo once the parties reached statutory impasse on the issue. In so concluding, the Hearing Examiner stated, in relevant part, as follows:

In this case, the Association has met all four elements for a successful impact bargaining claim. The record shows that the Borough lawfully exercised its managerial prerogative when it laid off Officer DiPaolo on February 21, 2024. There is little doubt that the layoff caused a demonstrable and severable impact on the employe's wages, hours and working conditions. At the time he was laid off, DiPaolo was not offered any severance or continuing medical benefits, nor was he advised regarding any recall or pension rights he may have had. The Borough does not argue that these matters are inseverable from the underlying decision to furlough DiPaolo, nor could such a claim be supported by the record. As the Board and its hearing examiners have recognized for decades, requiring an employer to bargain these matters would in no way negate the underlying decision to furlough the employe in the first instance. The record further shows that the Association demanded to bargain over the effects of Officer DiPaolo's layoff with the Borough on February 23, 2024, which was after the Borough had lawfully exercised its managerial prerogative. And, the Borough subsequently refused the Association's demand on September 23, 2024, when the Borough refused to proceed to interest arbitration over the impact of the layoff decision.

The Borough's arguments to the contrary are unavailing. The Board and the Commonwealth Court have long held that an Act 111 employer's collective bargaining obligation includes the duty to proceed to binding interest arbitration during the term of a collective bargaining agreement if the parties' negotiations reach impasse, which specifically includes an obligation to bargain over the impact or effects of a managerial prerogative decision. Salisbury Township v. PLRB, 27 PPER ¶ 27076 (Pa. Cmwlth. 1996); FOP Washington Lodge 17 v. City of Easton, 22 PPER ¶ 22122 (Final Order, 1991); IAFF Local 22 v. City of Philadelphia, 28 PPER ¶ 28100 (Final Order, 1997). ...

... What the Borough overlooks is that its duty to bargain is statutory in nature and applies to **any** changes in wages, hours, or working conditions irrespective of whether these collective bargaining rights of the employes arise during the terms of a collective bargaining agreement or negotiations over a new collective bargaining agreement. City of Philadelphia, supra. Furthermore, the Borough does not identify any purported contractual provisions outlining the steps it will follow to deal with the concerns of furloughed employes, such as recall rights, order of recall, or coverage of benefits while on furlough. ... Simply stated, the CBA's lack of any provisions addressing the

impact of layoffs is evidence, in and of itself, that the Borough has a duty to bargain such matters to agreement or submit the dispute to interest arbitration.

(PDO at 5-6) (emphasis in original). As a remedy, the Hearing Examiner ordered the Borough to immediately submit the issues in dispute to interest arbitration.

On exceptions, the Borough argues that the Hearing Examiner erred in concluding that the Borough violated its duty to bargain when it refused to proceed to interest arbitration over the impact of its managerial decision to lay off Officer DiPaolo. We note that the Borough's exceptions raise the same claims that it presented to the Hearing Examiner. We have thoroughly reviewed the PDO, and adopt, herein, the Hearing Examiner's discussion of the arguments being raised by the Borough. As properly stated by the Hearing Examiner, the Borough was statutorily required to bargain with the Union over the impact of the layoff of Officer DiPaolo because the parties' CBA does not contain any provisions addressing those impact issues such as recall rights, severance, or coverage of benefits while on furlough. Therefore, the Borough's subsequent refusal to proceed to interest arbitration over these impact issues is a *per se* unfair labor practice and the Hearing Examiner did not err in concluding that the Borough violated Section 6(1)(a) and (e) of the PLRA.² Borough of Nazareth v. PLRB, 626 A.2d 493 (Pa. 1993). Accordingly, after a thorough review of the exceptions and all matters of record, the Board shall dismiss the exceptions and make the Proposed Decision and Order final.³

² The Borough also asserted in its exceptions that the Hearing Examiner erred in making certain findings of fact and in failing to make other findings. The Hearing Examiner's Findings of Fact will be sustained by the Board where there is substantial evidence in the record to support the finding. Pennsylvania State Rangers Association v. Commonwealth of Pennsylvania, Department of Conservation and Natural Resources, 45 PPER 1 (Final Order, 2013). Substantial evidence is such "relevant evidence as a reasonable mind might accept as adequate to support a conclusion." PLRB v. Kaufman Department Stores, 29 A.2d 90, 92 (Pa. 1942). Further, the Hearing Examiner must set forth those findings that are relevant and necessary to support the conclusion reached but need not make findings summarizing all the evidence presented. Page's Department Store v. Velardi, 464 Pa. 276, 346 A.2d 556 (1975). Here, there exists substantial evidence in the record to support the contested factual findings and the Borough's suggested findings of fact are not necessary or relevant. Therefore, the Borough's exceptions on this issue are dismissed.

³ The Board recognizes that the Borough's obligation to bargain the impact of its managerial decision to layoff Officer DiPaolo may have been satisfied at this point given that the parties' collective bargaining agreement expired on December 31, 2025, and bargaining for a successor agreement has likely taken place. IAFF Local No. 22 v. City of Philadelphia, 28 PPER ¶ 28100 (Final Order, 1997).

ORDER

In view of the foregoing and in order to effectuate the policies of the Pennsylvania Labor Relations Act and Act 111, the Board

HEREBY ORDERS AND DIRECTS

that the exceptions filed by Bristol Borough are dismissed, and the June 30, 2025, Proposed Decision and Order be and the same is hereby made absolute and final.

SEALED, DATED and MAILED at Harrisburg, Pennsylvania pursuant to conference call meeting of the Pennsylvania Labor Relations Board, Gary Masino, Chairman, and Albert Mezzaroba, Member, this nineteenth day of May, 2026. The Board hereby authorizes the Secretary of the Board, pursuant to 34 Pa. Code 95.81(a), to issue and serve upon the parties hereto the within Order.

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AFFIDAVIT OF COMPLIANCE

Bristol Borough hereby certifies that it has ceased and desisted from its violation of Section 6(1)(a) and (e) of the Pennsylvania Labor Relations Act; that it has immediately submitted the issues in dispute mentioned hereinabove to interest arbitration and complied with Act 111 dispute resolution procedures; that it has posted a copy of the Proposed Decision and Order and Final Order as directed; and that it has served an executed copy of this affidavit on the Bristol Borough Police Benevolent Association 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