

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

IN THE MATTER OF THE EMPLOYES OF :
 : Case No. PF-R-25-59-W
HEMPFIELD TOWNSHIP : (PF-R-84-85-W)

FINAL ORDER

On December 9, 2025, Teamsters Local 261, affiliated with the International Brotherhood of Teamsters (Teamsters), filed with the Pennsylvania Labor Relations Board (Board) a petition for representation pursuant to the Pennsylvania Labor Relations Act (PLRA), as read *in pari materia* with Act 111, seeking an investigation into a question of representation of all full-time and regular part-time police officers employed by Hempfield Township (Township) and alleging that thirty percent or more of those employees, excluding the Chief of Police and managerial employees, wish to be exclusively represented by Teamsters. The Petition alleges that the Township is currently a party to a collective bargaining agreement with Hempfield Township Police, Wage and Policy Unit (Incumbent), certified at Case No. PF-R-84-85-W,¹ that expires December 31, 2026.

Upon investigation of the Petition, by letter dated and issued on January 9, 2026, the Secretary of the Board declined to direct a hearing and dismissed the Petition for Representation. The Secretary noted that the collective bargaining agreement attached to the Petition was a three-year agreement, contained a recognition clause identifying the Incumbent as the representative of the bargaining unit, and contained provisions addressing part-time officers in a manner sufficient to raise a contract bar. Therefore, the Secretary determined that the Petition filed by the Teamsters on December 9, 2025, was not filed within the window period and thus was untimely under the Board's contract bar rule. See O'Hara Township, 9 PPER ¶ 9073 (Order Fixing Time and Place of Election, 1978).

On January 29, 2026, the Teamsters filed timely exceptions and a supporting brief with the Board challenging the Secretary's dismissal of the Petition for Representation. On exceptions, the Teamsters argue that the contract bar rule does not apply here because the collective bargaining agreement between the Incumbent and the Township recognizes the Incumbent as the representative of all full-time police officers and does not adequately establish the wages, hours and working conditions for part-time officers. On February 13, 2026, the Township filed a brief and a response to the exceptions supporting the Secretary's application of the contract bar rule.

In O'Hara Township, *supra.*, the Board adopted a contract bar rule for petitions for representation filed for police and firefighters under Act 111. The Board held that the contract bar would preclude the filing of a rival petition for a representation election under the PLRA during the pendency of a collective bargaining agreement with an incumbent union, up to a period of

¹ The unit certified by the Board at Case No. PF-R-84-85-W is "[a]ll full-time and regular part-time police officers, including but not limited to sergeants and patrolmen; and excluding the chief of police and any other management level employees."

three years. Based on the bargaining timeframes set forth in Section 3 of Act 111, the Board established a window filing period during the last year of the contract, stating:

[We] think it appropriate that petitions for election be filed with the Board not sooner than sixty days before that date when collective bargaining is required to begin and not later than thirty days before that date when collective bargaining is required to commence.

Id. at 142.

In O'Hara Township, the Board also noted that where an existing contract does not contain a clause recognizing an exclusive representative of the employees, the agreement would be presumed to be individual agreements with the employees and thus would not serve to bar a representation election. Id. See also, Lawrence Township, 19 PPER ¶ 19035 at 109(Final Order, 1988) (the contract is not a collective bargaining agreement which would bar the filing of a petition. The contract on its face is between the Township and the *members* of the Township's police department and not between the Township and a recognized representative of the employees") (emphasis in original); McDonald Borough, 43 PPER 42 at 148 (Order Directing Submission of Eligibility List, 2011) ("inasmuch as the agreement lacks a recognition clause, it presents as an individual contract between the Borough and the full-time police officers rather than as a collective bargaining agreement, which also is fatal to a finding that the agreement is a bar to the petition").

In this matter, a review of the Petition for Representation and the attached Articles of Agreement between the Township and the Incumbent reveals that the Township expressly recognizes the Incumbent as the "labor organization certified by the Pennsylvania Labor Relations Board to represent all full-time police officers, excluding the Chief of Police" of the Township. This provision is adequate as a recognition clause identifying the Incumbent as the exclusive bargaining representative. Secondly, Article 15 governs "Part-Time Officers" who, per the agreement, work less than forty (40) hours per week. The wages, hours, and terms and conditions of employment of the Township's part-time officers include, *inter alia*, hourly wages not to exceed 75% of the highest paid full-time officer but no other fringe benefits, and time-and-a-half pay for working holidays. Additionally, part-time officers cannot hold rank and may receive uniform replacement materials at the discretion of the Chief and Township Supervisors. These provisions evidence that the part-time officers are not expressly excluded from the terms of the agreement as would be required to establish an exception to the contract bar. See McDonald Borough, *supra*. ("[g]iven that the agreement does not even speak to the terms and conditions of employment of the regular part-time police officers, it can hardly be deemed sufficient to stabilize the bargaining relationship"). Lastly, Article 1 provides that "[t]his agreement shall be effective January 1, 2024, and shall be effective for the calendar years 2024, 2025 and 2026. (Three Years)." Therefore, the Articles of Agreement between the Incumbent and the Teamsters does not exceed three years and is sufficient to raise a contract bar to a petition for representation.

As the Agreement between the Incumbent and the Township is expiring on December 31, 2026, the window filing period as set forth in O'Hara Township applies to the Teamsters' Petition for Representation, and the Teamsters may timely file a Petition for Representation "not sooner than sixty days before

that date when collective bargaining is required to begin and not later than thirty days before that date when collective bargaining is required to commence." O'Hara Township, 9 PPER at 142. Applied here, to the three-year contract expiring on December 31, 2026, the applicable window period for filing a petition for representation by the Teamsters runs from May 2, 2026, until May 31, 2026.

Because the Teamsters filed its Petition for Representation on December 9, 2025, outside of the window period in the last year of the contract between the Incumbent and the Township, the Secretary did not err in declining to direct a hearing and dismissing the Petition for Representation. Accordingly, after a thorough review of the exceptions and all matters of record, the Board shall dismiss the exceptions filed by the Teamsters and affirm the Secretary's decision not to direct a hearing and dismissing the Petition for Representation.

ORDER

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

HEREBY ORDERS AND DIRECTS

that the exceptions filed by the Teamsters Local 261 are hereby dismissed and the Secretary's January 9, 2026, decision declining to direct further proceedings and dismissing the Petition for Representation 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 twenty-first day of April, 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.