

STATE OF DELAWARE
PUBLIC EMPLOYMENT RELATIONS BOARD

CITY OF LEWES, DELAWARE,)	
)	
Charging Party,)	
)	<u>ULP No. 07-06-575</u>
v.)	
)	Hearing Officer's Decision
FRATERNAL ORDER OF POLICE, LODGE NO. 2,)	
)	
Respondent.)	

BACKGROUND

The City of Lewes, Delaware (“City”) is a public employer within the meaning of 19 Del.C. Chapter 16, Police Officers’ and Fire Fighters’ Employment Relations Act (“POFERA”) §1602 (l).

Fraternal Order of Police, Lodge No. 2 (“FOP”) is an employee organization within the meaning of 19 Del. C. §1602 (g) and the exclusive representative of all Lewes Police Officers below the rank of Chief, within the meaning of 19 Del.C. §1302 (h).

On June 8, 2007, the City filed the instant unfair labor practice charge alleging the FOP failed or refused to sign a collectively bargaining agreement that had been ratified by both parties, in violation of 19 Del.C. §§ 1607 (b)(4), which states:

- (b) It is an unfair labor practice for a public employee or for an employee organization or its designated representative to do any of the following:
 - (4) Refuse or fail to reduce an agreement reached as a result of collective bargaining to writing and sign the resulting contract.

The FOP filed its Answer on June 20, 2007, in which it denied the material allegations of the charge. The Answer did not contain any New Matter.

A probable cause determination was issued on July 6, 2007, wherein the PERB Executive Director found that the allegations set forth in the Charge raised valid questions relating to the status of the parties' negotiated agreement; consequently, probable cause was found and the factual issues proceeded to hearing.

A public hearing was convened on August 24, 2007 to allow the opportunity for the parties to create a factual record on which a determination could be made.

Written closing argument was received from both the City and the FOP, with the final submission received on October 3, 2007. This decision results from the record thus created by the parties.

FACTS

The City of Lewes and FOP Lodge 2 were parties to a collective bargaining agreement which term extended April 1, 2004 through March 31, 2007. Beginning in November, 2006, the parties entered into negotiations for a successor agreement.

At a negotiation session in mid-January, 2007, the parties discussed medical insurance during the normal course of negotiations. The FOP expressed dissatisfaction with the City's current medical insurance carrier, Coventry, and suggested that the City opt-in to the plan offered by the State of Delaware.¹ The City also indicated at this session that it had concerns with rising medical insurance costs.

¹ The City later confirmed that the State of Delaware was not at that time "allowing new groups to join the State's Group Health Insurance Program." City Ex. 2. Consequently, joining the State plan was not an option for the City of Lewes during the negotiations.

On or about March 13, 2007, the parties again met in a negotiation session, at which time the City presented a proposal to change medical insurance carriers to Blue Cross/Blue Shield. The City provided members of the FOP negotiating team with copies of a document entitled “SimplyBlue EPO 100-\$250 Summary of Benefits”, which included the following information:

Some Covered Services	SimplyBlue EPO Plan Benefits
Office Visits with Primary Care Physician	\$30 copay per visit
Specialist/Referral Care	\$30 copay per visit
Periodic Physical Exams	\$30 copay per visit
Periodic Routine Mammograms	Covered at 100%
Pap Smear, Prostate Screening Antigen Test	Covered at 100%
Routine Well Child Care	\$30 copay per visit
Childhood Immunizations	\$30 copay per visit
Periodic Vision Exams	\$30 copay per visit
Prescription Drugs	See “Select Your Prescription Drug Benefit” for the prescription drug copay and/or deductible options available with this plan.
Outpatient Lab	Covered at 100% ¹
Outpatient Imaging	Covered at 100% ¹
Inpatient Hospital (including maternity and serious mental illness) *	Covered at 100% ¹
Inpatient Surgeon Care	Covered at 100% ¹
Maternity – Physician Care	Covered at 100% ¹
Outpatient Surgical Facility	Covered at 100% ¹
Inpatient Mental Health Care *	Covered at 80% ² for up to 31 inpatient days or 62 partial hospitalization days per calendar year.
Outpatient Mental Health Care*	\$30 copay per visit for up to 20 visits per calendar year.
Substance Abuse Treatment *	Authorized care is covered at the same level as other medical care. Non-authorized care is not covered.
Emergency Room	\$100 copay per visit
Calendar Year Deductible	\$250 individual \$750 family
Calendar Year Coinsurance Expense Limits	None

(continued on the reverse side)

SimplyBlue EPO 100-\$250 Summary of Benefits continued
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Some Covered Services	SimplyBlue EPO Plan Benefits
Separate Mental Health/Substance Abuse Calendar Year Deductibles (does not apply to serious mental illness) *	\$250 individual \$750 family

- ¹ Benefits are subject to a calendar year deductible of \$250 per person (\$750 per family). Three individuals must meet the deductible in order for the family deductible to be met.
- ² A separate deductible of \$250 per person (\$750 per family) per calendar year applies to all substance abuse and non-serious mental health services.

There are no Out-of-Network benefits. EPO members can access In-Network PPO providers anywhere in the Nation. If you are enrolling in the EPO Plan, you can take advantage of additional resources. The Blue Cross and Blue Shield Association's website, **bluecares.com**, provides online access to the most current listing of providers, whether you need covered medical care close to home, across the country or around the world. On the **bluecares.com** home page, EPO enrollees should click on *BlueCard Doctor and Hospital Finder*, provide the information requested, an [sic] choose the *PPO Network* option. Once you submit your information, you'll instantly receive an online list of network providers in the zip code requested – as well as driving directions to their offices or facilities. If you prefer personal help by phone, you can find network providers by calling a BlueCard customer service representative at **1.800.810.Blue (2583)**.

- * Delaware law defines serious mental illness as including nine diagnostic classes. Benefits for serious mental illness and substance abuse treatment are covered at the same levels as other medical care. Patients or family members must call Behavior Health Care for a referral to an approved provider and treatment plan for all mental health and substance abuse services.

This Benefits Summary presents plan highlights only. It is not a contract. Please refer to your benefits booklet (or contact your marketing representative to request a copy) for complete information. All percentages are based on BCBS's allowable charge. City Exhibit 1, emphasis in original.

The parties discussed switching to the proposed Blue Cross EPO plan during negotiations on March 13, March 22, and March 30, 2007. It is undisputed that the parties did not discuss the Calendar Year Deductible across the table, but did discuss other provisions of the plan outlined in the Summary, including premium contribution, dependent coverage, and co-payment obligations. *Testimony of Wontorek, TR. p. 28, 30; Testimony of Bullard, TR p. 36.*

The FOP made a counter proposal on March 30, which included a proposal on healthcare which read:

1. Health Care – 100% paid by City for employees for life of contract and for Dependents and Spouse it will be 100% paid by City for first year, 90% paid by City for 2nd year and 3rd year. *City Exhibit 3.*

The counterproposal also included items relating to the steps of the salary matrix, annual salary increases, overtime and pension.

After several counterproposals, the parties reached a comprehensive tentative agreement that included a medical insurance provision which was included in that agreement at Article 15, Insurance:

- (a) Group Health Insurance: The City of Lewes shall maintain a group medical, major medical and hospital insurance policy, and shall pay one hundred percent (100%) of the cost for non-retired full-time regular bargaining unit members. During the first year of this Agreement, the City shall pay (100%) of the cost of dependent coverage. During the second year of this Agreement, the City shall pay (85%) of the cost of dependent coverage. During the third year of this Agreement, the City shall pay (80%) of the cost of dependent coverage. Seasonal, probationary or part-time employees shall not be eligible for this insurance benefit. The City reserves the right to alter or change insurance policies or companies, or benefit levels, at its discretion at any time, so long as the new coverage and benefits are substantially similar to the old coverage and benefits. A Health Insurance Committee, comprised of

representatives of the FOP bargaining unit and other City employees, will be appointed by the City to advise it on the selection of a health insurance carrier for 2008 and thereafter. *City Exhibit 5, p. 14.*

On or about April 4, 2007, the FOP membership met and ratified the tentative agreement. The FOP did not provide a draft tentative agreement to its membership during that meeting. *Testimony of Bullard, TR p. 37.* The FOP provided its members with the following summary of the tentative contract:

LEWES FRATERNAL ORDER OF POLICE
Tentative Agreement
4/4/07

1. Health Care – 100% paid by City for the employee for life of the contract and for Dependents and Spouse it will be 100% paid by City for first year, 85% paid by City for 2nd year and 80% paid for the 3rd year.
2. Steps – two additional steps with 3% between steps.
3. Salary – 2.75% for the 1st year (effective 4/1/07), 2.5% the 2nd year and 2.755 the 3rd year. See Handout.
4. Overtime – time and a half for everything over normal scheduled shift with no compensatory time provision. Comp time currently on books would have to be used or cashed in ½ in the first year and remaining the 2nd year. No more than 2 weeks off at a time.
5. State Pension Plan effective 4/1/08 with right to buy in by members.

Previously Agreed Items

6. Light Duty for Officers in duty related injuries and option for light duty for non duty related injuries if possible.
7. Call In Pay – 2nd year of contract 3 hour minimum at time and a half.
8. Court Time – 2nd year of contract 3 hour minimum at time and a half.
9. Sick Time Use for family members
10. Shift Coverage – officers permitted to switch shifts with other officers. Shift supervisor would be notified in writing of what officers are switching and the date of switch. Supervisors could only switch with other supervisors.

11. List of language changes as presented by City dated 3/21/07.
FOP Exhibit 1

The FOP's Chief Negotiator notified the City's Counsel by e-mail dated April 8, 2007, in which he stated, "We have ratified the contract but I have some problems with some of the language in the contract and questions about the salary scale." *City Exhibit 4.*

Subsequently, the City Manager and members of the FOP negotiating team had a series of discussions concerning the language issues which the FOP questioned. Those discussions concerned the creation of a new supervisory position which the parties had agreed would not be included in the bargaining unit, and the movement of officers from individually determined salaries into a salary plan. *Testimony of Wontorek, TR p. 18.*

By memorandum dated April 30, 2007, the City advised Coventry Healthcare of Delaware that it was canceling the City's Healthcare policy effective June 1, 2007, stating "Coverage has been placed with another carrier on that date." *City Exhibit 8.*

By e-mail dated Thursday, May 3, 2007, FOP negotiating team member Bullard requested from the City's Counsel an updated copy of the contract which included all of the agreed upon clarifications. He stated, "We are hoping to sign the contract on Friday, but my last updated copy doesn't show the "cash out" for vacation and holidays and comptime as we agreed upon. I thought it was to be added in under p. 13 of the contract letter K. compensatory time. You or Tim may have an updated copy that I don't have or it may be listed in another section." *City Exhibit 6.*

By e-mail dated May 4, 2007, the FOP's Chief Negotiator also contacted the City's Counsel by e-mail, "I do not have a clean version of the contract the City wants the union to sign off today. Could you send me a final version of the contract for review?"

Also, under “Union Recognition” this needs to reflect the language we agreed upon about who is in the bargaining unit.” *City Exhibit 7.*

On or about 1:00 p.m. on May 7 and 9:00 a.m. on May 8, a Blue Cross representative met with City employees (including bargaining unit police officers) to answer questions about the new medical insurance plan, which was effective on June 1, 2007. Employees were provided with information, given the opportunity to ask questions of Blue Cross and instructed to turn in enrollment forms to the City by May 11. *City Exhibit 9.*

On the afternoon of May 7, the FOP’s Chief Negotiator again contacted the City’s Counsel by e-mail time stamped 4:59 p.m., “Could you send me a copy of the proposed contract so I can review it. There is a question about the medical, which we understood to be substantially similar to Coventry but now it seems to be loaded with deductibles not realized. Once I look over the contract and talk to Mike, I will advise.” *City Exhibit 10.* The City Manager testified this was the first time the City heard anything about the calendar year deductible being of concern. *Testimony of Wontorek, TR p. 23.*

Subsequent to the May 7 e-mail, Officer Bullard contacted the City Manager concerning the deductibles under the new Blue Cross plan. He requested the opportunity for the FOP to sit down with the City to ask questions to resolve the membership’s concerns. The City met with the FOP on May 30, but reminded the FOP that a tentative agreement had been reached and ratified and that the FOP had an obligation to sign that agreement. During the course of that meeting, the FOP requested the City provide reimbursement to its members for the annual deductible. The City questioned whether the FOP was willing to assume a 10% share of premium payments for the first year. Following a caucus, the FOP advised the City that it would not consider increasing the

share of premium paid by its members and the meeting ended without change to either the annual deductible or the contract language.

Subsequently, the City implemented the change to the healthcare insurance but has not implemented any of the other changes included in the tentative agreement with the FOP, nor has the City unilaterally signed the tentative agreement. *Testimony of Wontorek, TR p. 31-32.* The Blue Cross EPO was implemented for all City employees effective June 1, 2007.

ISSUE

DID FOP LODGE 2 REFUSE TO REDUCE AN AGREEMENT REACHED AS A RESULT OF COLLECTIVE BARGAINING TO WRITING AND SIGN THE RESULTING CONTRACT IN VIOLATION OF 19 DEL.C. §1607(B)(4)?

PRINCIPAL POSITIONS OF THE PARTIES

City of Lewes:

The City argues FOP Lodge 2 is bound by law to sign the agreement reached in through the parties' good faith negotiations. There is no dispute that the 2007-2010 agreement includes all of the provisions and changes discussed and agreed to by the parties. The FOP agreed to change the medical insurance provider from Coventry to Blue Cross/Blue Shield. The City dropped its medical insurance contract with Coventry based upon the negotiation, agreement, ratification and finalization of the contract with the FOP. Consequently, the FOP should be estopped from claiming no agreement had been reached.

The City asserts there was a meeting of the minds during the negotiations which resulted in the tentative agreement. It is undisputed that the FOP was provided with a summary of the Blue Cross EPO 100 benefit plan on March 13, 2007. The information concerning annual deductibles was clearly stated in the Benefit Summary information provided to the FOP, which also included information on co-payments for office and emergency room visits. The parties discussed the medical insurance proposal at each of the next two meetings on March 22 and March 30. There was no ambiguity in the terms of the Blue Cross EPO 100 plan at the time the successor agreement was reached and ratified.

There is no basis for the FOP to claim a misunderstanding of the terms of the BC EPO 100 plan. The City provided a clear and unambiguous summary of the plan. The FOP was on notice that the City's proposal included all of the elements on the summary. The City had no reason to believe the FOP's acceptance of the change in provider and plan was based upon its incomplete reading of the document. When a misunderstanding is the fault of one party and the other party understands the transaction according to the natural meaning of the words, both parties are bound by that natural meaning. *Oil, Chemical & Atomic Workers International Union*, 212 NLRB 98 (NLRB, 1994). A unilateral mistake does not provide grounds for avoiding the contract, particularly where the mistake resulted from the failure of one party to exercise due care.

The FOP agreed to the change in medical insurance providers. At no time during the discussion and negotiation concerning the new plan did the FOP ever make a counter-proposal on the annual deductibles. There were no questions concerning the medical benefits in the issues which remained to be "worked out" following the FOP membership's ratification of the tentative agreement. The FOP has provided no support

for its conclusion that reopening negotiations is required to correct either a mutual mistake of fact or fraud by the City.

FOP Lodge 2:

The FOP argues the City has failed to carry its burden to establish by substantial evidence that the tentative agreement between the parties was unequivocally ratified by the FOP. It asserts that the communication between the parties after the ratification process clearly indicates that the membership conditionally ratified the agreement pending resolution of problems with the draft agreement. The FOP sought in good faith to resolve the errors and inaccuracies in the draft agreement that resulted from poor communication at the table by both parties and good-faith misunderstandings. At all times the FOP has sought to finalize a document which accurately reflects the parties' agreements.

The FOP points to the fact that the City has not implemented any other provisions of the alleged tentative agreement, except for the changes in the health care insurance. It asserts neither party has acted in a manner which is consistent with a finding that they had reached a final and binding agreement in negotiations. It argues the FOP membership's ratification of the tentative agreement was conditioned on the resolution of outstanding issues, which included the issue of the new annual medical insurance deductibles.

The FOP's silence on increased deductibles under the BC/BS EPO plan during negotiations cannot reasonably be interpreted as acceptance. Although the FOP may have erred in not acknowledging the deductible on the plan summary, the error became mutual when the deductibles were not included in the final language of Article 15.

Article 15 does not mention deductibles nor does it include the Plan Summary by reference.

The FOP argues it believed the BC/BS EPO plan was “substantially similar” to the Coventry plan based upon the language of Article 15 in the prior agreement. Because the Coventry plan did not require an annual deductible, the FOP assumed the BC/BS EPO plan would not have a deductible in order to meet the “substantially similar” standard.

Even if it is determined that the FOP did ratify the agreement, the FOP cannot be found guilty of an unfair labor practice because the City has failed to establish that the FOP acted in bad faith. The charge should therefore be dismissed and the parties should be ordered to return to the bargaining table for further discussion of the issues concerning healthcare coverage which were not addressed during negotiations.

DISCUSSION

The City charges FOP Lodge 2 has violated the Police Officers and Firefighters’ Employment Relations Act by failing or refusing to sign the parties’ 2007-2010 collective bargaining agreement, after the same was ratified by both the FOP membership and the City Council. A finding of a violation does not require a determination of bad faith, but that the parties had, in fact, reached an agreement. The Delaware Court of Chancery has previously held that a binding agreement comes into existence once a tentative agreement is ratified by the membership of the union. *Colonial Food Service Workers Assoc. v. Bd. of Education of Colonial School District, Del.Ch., 1987 WL 18431 (1987)*. The burden of proof, as in all unfair labor practice proceedings, is on the charging party to provide clear, convincing and substantial evidence to support its charge.

The FOP argues that the ratification by its members of the tentative agreement on April 4, 2007, was a conditional ratification pending resolution of problems with the draft agreement. In this case, the evidence supports the conclusion that the parties reached an agreement, reduced the agreement to writing, and resolved the FOP's language questions between April 8 and May 3, 2007. The evidence of record does not support a finding that the Blue Cross EPO 100 Plan annual deductible was ever raised or discussed (either in negotiations or in the subsequent drafting discussions) until after the first BC/BS meeting on May 7. It is reasonable to presume that had the parties been more diligent in expeditiously resolving their language issues by mid-April, the agreement would have been signed and sealed well prior to the May 7 and 8 Blue Cross Blue Shield meetings with employees to discuss the new healthcare plan.

The FOP argues the 6th Circuit Court of Appeals decision in *Arch on the North Fork, Inc., v. NLRB*, 923 F.2d 854, 136 LRRM 2272 (1991) should guide the decision in this case. In *Arch*, the union refused to sign a ratified agreement because it felt the document prepared by the company substantially altered provisions relating to the 10-hour work day, an issue which had been "considered one of the most important issues during the negotiations." Specifically, the company removed language from the document that limited its ability to alter the 10-hour work day to acts of God and regulatory orders, and also eliminated union approval provisions for alternate assignments and modifications to the work week and/or work day. The union argued these changes were not disclosed in a memorandum prepared by the company which was distributed to employees to explain the workday proposal and listed contractual provisions which were retained, reduced and/or modified through the negotiations.

Critical to the Court's analysis is its finding that the company caused the union's unilateral mistake by changing the contract document without informing the union. A contract based on unilateral mistake is voidable when the mistake concerns "a basic assumption on which ... the contract has a material effect" and the enforcement of the contract would be unconscionable or the other party had reason to know of the mistake or caused it." *Restatement(Second) of Contracts §153, Arch, p. 3.* The Court found,

Because the Company changed a critical provision of the negotiated agreement after negotiations were complete, the NLRB correctly dismissed the claim against the Association for refusing to sign the contract after ratification, when it first discovered the discrepancy."

The present case is different. It is undisputed that the summary of the Simply Blue EPO Plan which the City provided to the Union negotiating team on March 13, 2007, contained clear and explicit information on the annual deductible. FOP Negotiating Team Member Bullard testified that after the City provided the FOP with the summary, the parties discussed "higher co-pays, emergency room visits doubled from \$50 to \$100 and also for the second and third year, the employee would have to pay a percentage for dependents." TR p. 36. Nothing in the record suggests that the City highlighted any differences between the Coventry and the Simply Blue Plan, but it did discuss and answer questions and concerns raised by the FOP. The entry on the EPO Summary entitled "Calendar Year Deductible" is immediately below the "Emergency Room" provision. It is difficult believe that the entire FOP negotiating team overlooked the last two lines on the first page of the Summary, especially if the annual deductible constituted a "substantial change" from the prior medical benefits plan.

Article 15(a) of the predecessor 2004-2007 collective bargaining agreement between these parties provided:

- a. Major Medical Insurance. The City of Lewes shall continue to provide major medical insurance for all non-retired regular full time employees. The City reserves the right to alter or change insurance policies or companies, or benefit levels, at its discretion at any time, so long as the new coverage and benefits are substantially similar to the old coverage and benefits. Seasonal, probationary or part-time employees shall not be eligible for the group medical insurance benefit.

There was no reference to the specifics of the Coventry plan nor was a plan summary included in the 2004-2007 agreement which set forth information concerning deductibles, co-pays, or covered services. The language drafted and included at Article 15(a) of the 2007-2010 agreement is similar in all respects to the 2004-2007 language. It is modified to reflect the agreement of the parties that employees will share the premium costs in the second and third years of the agreement and that a Health Insurance Committee would be constituted to explore alternative sources for insurance:

- (b) Group Health Insurance: The City of Lewes shall maintain a group medical, major medical and hospital insurance policy, and shall pay one hundred percent (100%) of the cost for non-retired full-time regular bargaining unit members. During the first year of this Agreement, the City shall pay (100%) of the cost of dependent coverage. During the second year of this Agreement, the City shall pay (85%) of the cost of dependent coverage. During the third year of this Agreement, the City shall pay (80%) of the cost of dependent coverage. Seasonal, probationary or part-time employees shall not be eligible for this insurance benefit. The City reserves the right to alter or change insurance policies or companies, or benefit levels, at its discretion at any time, so long as the new coverage and benefits are substantially similar to the old coverage and benefits. A Health Insurance Committee, comprised of representatives of the FOP bargaining unit and other City employees, will be appointed by the City to advise it on the selection of a health insurance carrier for 2008 and thereafter. *City Exhibit 5, p. 14. (changes underlined)*

The FOP argues it cannot be found guilty of an unfair labor practice because it did not violate its duty to bargain in good faith and that PERB cannot compel the FOP to sign

the collective bargaining agreement because to do so would violate the statute. §1608(b)(1) of the PERA prohibits PERB from entering an order the effect of which would be to compel a concession on an issue which is subject to collective bargaining. As previously stated, the record in this matter supports the conclusion that the City had placed the FOP on notice as to the complete impact of the change in medical insurance providers by providing the Blue Cross EPO 100 Plan Summary on March 13 and answering and discussing all of the FOP's concerns subsequent to that date. The FOP undisputedly raised a number of questions and concerns regarding co-pays and other issues included on the summary.

The City was entitled to reasonably believe that the FOP had reviewed all of the information and raised all of the issues which were of concern to its membership. If a mistake was made, it was a unilateral oversight by the FOP for which the City is not responsible. Consequently, an order to sign the agreement does not compel a concession by the FOP in violation of 19 Del.C. §1608(b)(1), but simply requires the FOP to complete the process by signing the contract to which it has agreed.

CONCLUSIONS OF LAW

1. The City of Lewes, Delaware, is public employer within the meaning of 19 Del.C. §1602 (l).
2. Fraternal Order of Police Lodge No. 2 is an employee organization within the meaning of 19 Del.C. §1602 (g). It is the exclusive bargaining representative of all Lewes Police Officers below the rank of Chief within the meaning of 19 Del.C. §1602 (h).
3. The City and FOP Lodge 2 were parties to a collective bargaining agreement with a term of April 1, 2004 through March 31, 2007, and entered into negotiations for a

successor agreement in November, 2006. During the course of their negotiations, the parties negotiated changes to the medical insurance benefit, which included changing providers. The City provided to the FOP a detailed summary of the Simply Blue EPO plan, which included information on covered services, co-pays and deductibles. The plan was discussed by the parties during three negotiation sessions in March.

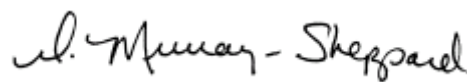
4. The parties reached a tentative collective bargaining agreement on March 30, 2007, which was ratified by the FOP membership on April 4, 2007. Subsequently, the parties worked together on resolving contractual language and on May 4 were making final arrangements to sign the agreement. However, following a meeting of employees with the new medical benefits provider on May 7, the FOP for the first time raised a concern about the annual deductible under the medical benefit plan for individuals and families. Thereafter, the FOP refused to sign the 2007-2010 agreement and sought to re-negotiate the deductible with the City.

5. By failing or refusing to sign the tentative agreement which was ratified by its membership, FOP Lodge 2 has violated 19 Del.C. §1607(b)(4).

WHEREFORE, FOP Lodge No. 2 is hereby ordered to immediately execute the April 1, 2007 – March 31, 2010 collective bargaining agreement. The City is directed to immediately implement all of the provisions thereof, including salary and wage provisions retroactive to the effective date of the agreement.

IT IS SO ORDERED

Date: January 25, 2008



DEBORAH L. MURRAY-SHEPPARD
Executive Director
Del. Public Employment Relations Bd.