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**STATE OF DELAWARE**  
**PUBLIC EMPLOYMENT RELATIONS BOARD**

IN THE MATTER OF:

BOARD OF EDUCATION OF THE CAPITAL	:
SCHOOL DISTRICT,	:
	:
Petitioner,	:
	:
and	: <u>Rep. Pet. No. 90-10-056</u>
	:
CAPITAL EDUCATIONAL SECRETARIES ASSOCIATION,	:
DSEA/NEA,	:
	:
Respondent.	:

The Capital School District (hereinafter "District") is a public employer within the meaning of 14 Del.C. §4002(n) of the Public School Employment Relations Act (Supp. 1990, hereinafter "PSERA" or "Act"). The Capital Educational Secretaries Association (hereinafter "Association" or "CESA") is the exclusive representative of the bargaining unit consisting of all clerks and secretaries, excluding the Secretary to the Superintendent, as certified by the Department of Labor on April 14, 1972, within the meaning of 14 Del.C. §4002(m).

The Capital School District filed a representation petition on October 22, 1990, seeking an amendment and/or clarification of the bargaining unit to exclude the Administrative Secretary to the Assistant Superintendent, the Administrative Secretary to the Chief Financial Officer and Senior Secretaries to nine building principals on the premise that these positions constitute confidential employees under the PSERA. The Act defines a "confidential employee" at §4002(f) to be:

.. any employee whose functional responsibilities or knowledge in connection with the issues involved in the collective bargaining process would make membership in an appropriate bargaining unit incompatible with the employee's official duties.

In order to avoid any question over the timeliness of the petition the District refiled its petition on January 23, 1991. The Association filed a responsive Motion to Dismiss, which was denied in the Interim Decision on Preliminary Matters issued by the Office of the Executive Director on May 8, 1991.

A hearing on the merits was convened on June 27, 1991. The parties agreed to brief the legal issues and the final brief was received on September 9, 1991.

#### FINDINGS OF FACT

1. The Capital School District consists of ten schools: Dover High School, Central Middle School, William Henry Middle School, Kent County Orthopedic School, East Elementary School, Fairview Elementary School, Hartly Elementary School, South Dover Elementary School, Towne Point Elementary School, West Dover Elementary School.

2. Except for the Kent County Orthopedic School, each school has a principal to whom a senior secretary reports. The high school and each of the middle schools also have two assistant principals on staff.

3. Principals and supervisors of programs within the District regularly meet as an Administrative Senate with central Administration.

4. The Capital School District bargains with four separate bargaining units representing teachers, paraprofessionals, clerical staff and custodial and maintenance staff. All four units are represented by affiliates of the Delaware State Education Association/NEA.

5. The District regularly constitutes its bargaining team for negotiations with the clerical bargaining unit to include the Chief Negotiator (most recently, hired labor counsel), the Chief Financial Officer, and a member of the Board of Education. Its bargaining team for custodial negotiation consists of the Chief Negotiator (most recently, hired labor counsel), the Chief Financial Officer, the Supervisor of Buildings and Grounds, and a member of the Board of Education. The bargaining team for negotiations with its paraprofessionals is comprised of the Chief Negotiator (most recently, hired labor counsel), the Chief Financial Officer, the Principal

of the Kent Orthopedic School or other program chair or supervisor, and a member of the Board of Education

6. The responsibilities of Assistant Superintendent Dr. Joseph L. Crossen were significantly modified in 1989. The Assistant Superintendent was given increased responsibility for supervising the negotiations for all bargaining units. The Assistant Superintendent's job description includes the following responsibilities: Supervises research and analysis in such areas as: Salary Administration, Job Classification, Administration of Collective Bargaining Agreements, Collective Bargaining Process and Negotiations; Directs the grievance and complaints procedure for instructional personnel; Directs the process of collective bargaining for instructional personnel; Assists the Superintendent in making recommendations to the Board of Education for collective bargaining with instructional personnel and in interpreting and enforcing the collective bargaining agreements for instructional personnel. Dr. Crossen testified that he meets with all of the District's teams during caucuses in negotiations in all four bargaining units, although he does not sit at the bargaining table for any negotiations. He drafts district bargaining proposals for the teachers, paraprofessional and custodial unit negotiations and acts as an ombudsman between the bargaining teams, the Board of Education and the Administrative Senate. He does not draft proposals for negotiations with the secretarial bargaining unit. Dr. Crossen also sits as the Superintendent's designee in Level Three grievance hearings, as directed by the Superintendent.

7. Sandra Mifflin is the Administrative Secretary assigned to work with the Assistant Superintendent. Her present job description (as included at Appendix C of the 1989-1991 agreement between the District and the CESA) includes maintenance of the filing system; assisting the Assistant Superintendent in composing, researching, compiling and drafting technical and administrative materials; serving as liaison between Assistant Superintendent and staff, students, parents and the public; formatting and typing a variety of materials from written drafts; reviewing and prioritizing mail; forwarding copies of correspondence to other departments; recording and forwarding telephone messages.

8. Assistant Superintendent Crossen regularly makes use of a lap-top computer for drafting documents. This computer is compatible with Ms. Mifflin's computer and disks are regularly given to her for formatting and printing of draft documents and correspondence. The compatible printer for these computers is located in Ms. Mifflin's office.

9. The current collective bargaining agreements between the District and the teachers, paraprofessionals and custodians are stored in the memory of Ms. Mifflin's computer. Dr. Crossen often assigns to Ms. Mifflin the responsibility for entering proposed changes, searching for key phrases, and highlighting changes in these documents during the course of negotiations.

10. Ms. Mifflin opens and sorts the Assistant Superintendent's mail, including correspondence received from the District's labor counsel. This correspondence may include drafts of documents or proposals and responses to arbitration and/or grievance concerns.

11. The responsibilities of the Chief Financial Officer, Nancy Shevock, include participating as a member of the bargaining team for all four bargaining units. Her job description includes the following responsibilities: Supervise research and analysis in such areas as: salary administration, job classification, administration of collective bargaining agreements, collective bargaining process and negotiations; assist and make recommendations to the superintendent and board regarding negotiations and the administration and the enforcement of collective bargaining agreements; direct the grievance and complaint procedures for non-instructional personnel; direct the process of collective bargaining for non-instructional personnel. Ms. Shevock testified that she drafts all District bargaining proposals for negotiations with the secretarial bargaining unit. These proposals are submitted to legal counsel and the Board of Education before they are presented to the Association at the bargaining table. Ms. Shevock is responsible for preparing the District's budget for Board of Education approval.

12. Sandra Ryan is the Administrative Secretary assigned to work with the Chief Financial Officer. She is also assigned to work with the Supervisor of Buildings and Grounds.

Her responsibilities include copying, typing, filing, drafting memorandum to building and program managers regarding financial matters, receiving and sorting of mail and paying bills. She works under the same job description as the Administrative Secretary to the Assistant Superintendent. Ms. Ryan testified that her work centers heavily on accounting and financial matters, including the processing of purchase orders and payment vouchers, payment of worker's compensation claims, and working with the Supervisor of Buildings and Grounds on the bid process and accounting for minor capital and maintenance projects. Ms. Ryan also processes the payment of bills to the District's labor counsel.

13. The Administrative Secretary to the Chief Financial Officer has a computer on her desk which is tied into the Delaware Financial Management System (DFMS), the State's financial database. This terminal is not compatible with the computer which CFO Shevock uses nor does it function as a microcomputer. Ms. Ryan does all of her typing on a limited memory typewriter.

14. Chief Financial Officer Shevock does the majority of her work on the computer in her office, including drafts of correspondence she directs Ms. Ryan to retype onto letterhead. The printer compatible with Ms. Shevock's computer is located in her office, as is a facsimile machine which was installed for the purpose of receiving confidential correspondence from the District's labor counsel. Ms. Ryan has access to neither the printer nor the facsimile machine.

15. Building principals are responsible for the daily functions and operations of the schools. Building principals administer the labor contracts with the staff in their building and serve as district representatives at the first (informal) and second levels of the grievance procedures for teachers within their buildings and for paraprofessionals and clerical employees who they directly supervise. They provide input into preparing for labor negotiations, upon request, and serve as members of the Administrative Senate. They are responsible for staff evaluation and discipline of employees within their building. They are also responsible for preparing proposed annual operating budgets for their buildings (exclusive of salaries) and for administering the expenditure of budget allocations.

16. The District routinely constitutes its bargaining team for negotiations with the teachers bargaining unit to include the Chief Negotiator (most recently hired labor counsel), the Chief Financial Officer, the Principal of Dover High School, the Principal from one of the two middle schools, the principal from one of the six elementary schools and a member of the Board of Education.

17. The petitioned for Senior Secretaries report directly to the nine building principals from the high school, the two middle schools and the six elementary schools. According to the present job description attached at Appendix C to the 1989-91 collective bargaining agreement, they are responsible for such duties as: Typing and transcribing dictation from written drafts, shorthand or dictating machines; serving as a liaison between the principal and staff, students, parents and the public; arranging appointments, meetings and conferences for the principal; recording daily building attendance for staff and students; reviewing, sorting and distributing incoming correspondence; completion of State and federal forms; assisting the principal in preparation of reports; maintaining a petty cash fund; maintaining a filing system; performing bookkeeping/accounting functions including the preparation of purchase orders; recording and forwarding of telephone messages; assisting staff with forms and supplies; etc. Gertrude Benton, Senior Secretary to the principal of Dover High School, testified that she also types up Level 2 grievance responses prepared by the Principal as well as providing the grievance forms and aiding staff in their completion. Senior Secretaries are also responsible for typing staff evaluations and the budget proposal of individual school buildings, as directed by the building principals. Ms. Benton also testified that on two occasions she did type the principal's response to a request for input concerning custodian and teacher negotiations.

18. The Administrative Secretary to the Assistant Superintendent currently serves as the President of the CESA. The Administrative Secretary to the CFO serves as the treasurer of the CESA. The Senior Secretary to the Dover High School Principal has been the negotiating chair for the association for the current and preceeding negotiations. The Senior Secretary to

one of the elementary school principals is the immediate past president of CESA and currently serves on its bargaining team.

#### POSITIONS OF THE PARTIES

##### District:

The District seeks exclusion of eleven (11) positions from the existing bargaining unit, asserting that the functional responsibilities or knowledge of each of these employees regarding issues involved in the collective bargaining process make it inappropriate for these employees to remain members of the bargaining unit. The District argues that management has the statutory right to the complete loyalty of its secretaries; therefore, in that context confidential status must be accorded those secretaries who provide secretarial assistance in preparing the District's negotiation proposals. The District cites numerous cases supporting its proposition that these employees should be excluded and that the nature of the work of the supervisor is an important factor in determining the status of the clerical employees. It argues that "issues involved in the collective bargaining process" should be interpreted broadly to encompass all facets of labor negotiations and contract administration, including grievance handling, discipline and evaluation of union members, and budget development. It would include within its definition of confidential responsibilities opening and distributing of mail which includes labor relations materials, budget preparation, maintenance of grievance files and the typing of grievance responses, advance knowledge of salary allocation and hiring decisions, typing of staff evaluations and access to personnel files. Further, it avers that access to negotiation documents through either their typing, copying or filing is sufficient to confer confidential status.

The District asserts that the purpose of the confidential exclusion "is to allow management to assign comfortably confidential work to employees who do not have conflicting loyalties". (Petitioner's Reply Brief, p. 18) It disputes the Association's argument that the PERB should consider whether the assignment of confidential responsibilities is based upon organizational feasibility and necessity.

Finally, the District contends that there is no legal authority or other basis for accepting the Association's premise that confidential status should be limited to those employees who have interaction with confidential labor information which relates only to the bargaining unit in which they are included. It argues that such a limiting interpretation would result in an illogical conclusion where, as here, the four local associations which represent the District's employees are closely affiliated with each other and with DSEA.

Association:

The Association contends that the Delaware Legislature was very careful in crafting a deliberately narrow confidential exclusion. It urges that the exclusion be narrowly and strictly construed according to the commonly understood meaning of the words used. It asserts that "functional responsibilities or knowledge" includes only those which are a consistent and unavoidably necessary component of the position, and that "issues involved in the collective bargaining process" must be material to negotiations. It further argues that a strict interpretation of the statutory language requires that there be necessity in the assignment of duties; i.e., an employer must establish that it would be functionally impaired in its labor relations function if an employee was not excluded from the bargaining unit and that there is no workable option other than exclusion. The Association asserts that there should be a presumption against exclusion.

The Association takes the position that if a secretary is exposed to collective bargaining information pertaining to a bargaining unit other than the secretarial unit, he/she is not a confidential employee to be excluded from the clerical bargaining unit. It relies on the Board's decision in Lake Forest Education Assn. v. Bd. of Education (Rep. Pet. 91-030-60 (1991)) for the premise that the conditions of teachers' employment do not create a shared community of interest with classified employees in the same district. Bargaining units in the Capital School District are separate and distinct entities. It further buttresses this argument through reliance on the statutory definition of "collective bargaining" between the public school employer and the exclusive bargaining representative of the certified bargaining unit. (emphasis added) In this

case, the bargaining unit represented by CESA is the secretarial unit. It concludes that what occurs in the collective bargaining process between the employer and another organization that is not the exclusive representative of the secretaries is not relevant to determining confidential status within the scope of the PSERA.

Finally, the Association argues that the District must show a compelling necessity to overcome the policy favoring collective bargaining among employees. It notes that the Secretary to the Superintendent is presently excluded from the bargaining unit and questions whether any of the additional exclusions are necessary in a school district the size of Capital. It contends that the District has made no effort to use the confidential secretarial channel it already has nor made a showing of why it is infeasible to use her. It concludes that employees should not be denied their right to bargain collectively because an employer makes no reasonable effort to secure its confidential information or to make the best use of its confidential employees.

#### ISSUE

Whether the Administrative Secretary to the Assistant Superintendent, the Administrative Secretary to the Chief Financial Officer, and Senior Secretaries assigned to Building Principals of the Capital School District constitute confidential employees within the meaning of §4002(f) of the PSERA, and, therefore, are inappropriate for inclusion in an appropriate bargaining unit?

#### OPINION

In the Interim Decision on Preliminary Matters issued in this case on May 8, 1991, this Board determined that an issue of confidentiality raises a question of eligibility under the PSERA. Section 4002(m) excludes from the definition of public school employee "... administrators and confidential employees...". It further defines "confidential employees" at §4002(f) to be "... any employee whose functional responsibilities or knowledge in connection

with the issues involved in the collective bargaining process would make membership in an appropriate bargaining unit incompatible with the employee's official duties". To be excluded from coverage of the Act, an employee must 1) have either functional responsibilities or knowledge (rather than simply access), 2) which is in connection with the issues involved in the collective bargaining process, 3) to the extent that this knowledge or responsibilities could reasonably cause a conflict with the employee's official duties if he/she were part of a bargaining unit. While it is clear that the legislature did not intend to require employers to involve in the collective bargaining process employees with conflicting loyalties, it explicitly requires that an employee, to qualify as confidential and be excluded from coverage of the Act, must meet all three criteria.

The Act defines "collective bargaining" as

.. the performance of the mutual obligation of a school employer through its designated representatives and the exclusive bargaining representative to confer and negotiate in good faith with respect to terms and conditions of employment, and to execute a written contract incorporating any agreement reached. 14 Del.C. §4002(e).

The statutory definition is not ambiguous. It is clear that the Legislature considered the collective bargaining process to be the negotiations process culminating in the signing of a written document containing the agreements reached. The Legislature expressly differentiated the grievance process from the collective bargaining process at §4003(2) of the Act where it explicitly granted to employees the right to negotiate collectively or grieve through their representatives. (emphasis added). Where legislative will or purpose has been expressed in clear language, there is no need to do any more than apply the language. Only where the intention is ambiguous or subject to differing interpretation does the law permit interpretation and deduction. <sup>1</sup> Seaford Bd. of Education v. Seaford Education Assn., Del.Chan., C.A. 9491 (2/5/88). Accordingly, the confidential definition, to be consistent with the

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<sup>1</sup> Accordingly, it is unnecessary to rely upon the testimony of Representative Davis in construing these sections of the statute.

express purpose of the Act, must be narrowly construed so as to exclude only those employees who meet the three pronged test for confidentiality.

The Association argues that because the Act requires only that the work load of a confidential employee conflict with "an appropriate bargaining unit" (emphasis added), consideration of the evidence in this matter should be limited to assessing the potential conflict of each position between the employee's responsibilities and membership in the Capital Educational Secretaries Association bargaining unit. While refraining from attempting to fashion a broad and general rule, in the specific factual circumstances presented in this case the Association's interpretation is overly narrow. The employees of the Capital School District are members of four separate bargaining units. The exclusive representatives of each of these units are affiliated with the Delaware State Education Association/NEA. All four units are served by the same UniServe representative assigned by the State affiliate and who serves as chief negotiator for all units in their negotiations. The local association presidents meet as a Council of Presidents to discuss matters of concern to all represented employees. In this particular situation, it is unreasonable to consider only the information which relates to the collective bargaining process between the District and its secretaries, while ignoring the close affiliation and organizational linkages between the local associations. Accordingly, the testimony and evidence received in this case has been considered as it relates to collective bargaining process involving all four units.

In support of its petition, the District submitted draft job descriptions setting forth what it contends the responsibilities of the administrative secretaries will be in the event that it is determined they are confidential employees under the Act. The Board, however, is concerned only with what those employees' functional responsibilities and official duties are as of the time of the processing of the petition. Speculation as to how those employees might be utilized if they are found to be confidential employees or under new supervision is irrelevant to the judgment which must be made on the merits of the responsibilities of the petitioned for positions. It is, however, useful to examine and consider the functions and responsibilities of

the supervisors and/or administrators to whom the petitioned for positions report and testimony and evidence in this regard has been given due consideration and weight.

Finally, the Board takes notice of the extensive briefs and supporting case law submitted by counsel in this matter. Each case was read and reviewed, as well as numerous supplementary cases. While the case law and precedents of the National Labor Relations Board, the Delaware Governor's Council on Labor, and administrative boards similar to the Delaware PERB in other state jurisdictions do not bind the decisions of this Board, they do provide guidelines and background that was considered in the decisions reached herein.

#### Administrative Secretary to the Assistant Superintendent

The current collective bargaining agreements for the teachers, paraprofessionals and custodians are stored in the computers in the office of the Assistant Superintendent. It is undisputed that the Assistant Superintendent assigns to his Administrative Secretary the responsibility to enter proposed changes to these contracts, search for key phrases, and highlight changes in these documents during the course of negotiations. Although Ms. Mifflin testified that she believed she was typing tentative agreements rather than draft District proposals, it is clear that the typing of contract proposals, at the direction of the Assistant Superintendent, is within the scope of her present functional responsibilities.

The evidence and the testimony support the District's characterization of the Assistant Superintendent as the administration's point person for managing collective bargaining negotiations. It is undisputed that much of the information which flows to him from other administrators and legal counsel concerning matters related to the collective bargaining process are directed to his office and are opened by his Administrative Secretary. The testimony of both Ms. Mifflin and Dr. Crossen confirms that her typing of Dr. Crossen's responses or the filing of related information are responsibilities which are within the scope of her current job description. These responsibilities clearly place Ms. Mifflin in a position of possessing prior knowledge of the issues involved in the collective bargaining process.

For the reasons set forth above, it is determined that the Administrative Secretary to the Assistant Superintendent of the Capital School District constitutes a confidential employee within the meaning of 14 Del.C. §4002(f).

Administrative Secretary to the Chief Financial Officer

It is undisputed that the Chief Financial Officer has been assigned increasing responsibilities in the collective bargaining process since 1989, and that she currently is a member of the negotiating teams for all four bargaining units. Chief Financial Officer Shevock testified that her assignment of work to her Administrative Secretary, Ms. Ryan, is influenced by the fact that Ms. Ryan is part of the bargaining unit of secretaries. She testified that she would assign such matters as the typing of bargaining proposals for the secretarial bargaining unit, typing of budget drafts for consideration by the Board of Education, and compilation of salary and contract language surveys (all of which she currently handles personally) to her secretary but for her bargaining unit memberships. Ms. Shevock testified that she did not hesitate to assign these tasks to Ms. Ryan on the basis of any prior breach of trust, but rather because Ms. Shevock did not wish to place her secretary in a compromising situation.

Public employers have an obligation to make full and efficient use of their employees. While this Board will consider whether the distribution of confidential responsibilities is logical and reasonable, it is not the intention of the statute or of the PERB to limit the employer's ability to accomplish its mission by requiring that it assign confidential matters to employees with potentially split loyalties. The tasks which Ms. Shevock currently undertakes herself during overtime and weekend hours and which she testified she would assign to her secretary but for her inclusion in the bargaining unit are all responsibilities which fit within the Ms. Ryan's current job description and are consistent with the types of duties she currently performs, albeit in different areas of the District's operations. Further these tasks relate directly to the collective bargaining process and involve matters which render membership in the bargaining unit inappropriate.

For the reasons set forth above, it is determined that the Administrative Secretary to the Chief Financial Officer of the Capital School District constitutes a confidential employee within the meaning of 14 Del.C. §4002(f).

#### Senior Secretaries to Building Principals

It is undisputed that Senior Secretaries to Building Principals regularly type performance evaluation forms for some or most of the staff within a building from input received from either the principal or assistant principals in a building. In this case the content of the evaluations is not subject to contractual constraints and has no direct relationship to the collective bargaining process. The District has not demonstrated any potential harm to its collective bargaining positions nor any benefits which might accrue to the Association if employees who type performance evaluations remain in the bargaining unit.

Building principal Carr testified that secretaries type budget proposals for the programs and administrative staff within the buildings. There was no testimony or other evidence that these budgets included any staff salary or benefit proposals. To the contrary, Chief Financial Officer Shevock testified that the awarding of salary increases is governed for all four units by a structured formula to which the local associations' DSEA representative has access and is entitled to full disclosure of the computation and allocation of increases. Lacking is the critical nexus between the development of individual building budget proposals and the impact upon the collective bargaining process.

Building principals serve as district representatives at the first (informal) and second levels of the grievance procedure for teachers within their buildings and for paraprofessionals and secretaries whom they directly supervise. Testimony was received that senior secretaries assigned to building principals often type grievance responses for various bargaining units at the second level. The contractual grievance process does not yield a binding resolution at either Level One or Level Two. Rather, administrative decisions are appealable by the grievant up to and including review by the Superintendent of Schools and

onto advisory arbitration. It is difficult to conceive of any harm which results from potential premature disclosure of a grievance response by perhaps a few hours or a day or two at most. The grievance procedure is not a strategic process but rather one of application of the mutually agreed upon contractual terms. Accordingly, the typing of lower level grievance responses does not constitute functional responsibilities or knowledge sufficient to warrant exclusion from a bargaining unit.

Finally, the District has argued that because it routinely includes on its bargaining teams for instructional personnel one building principal from each school level, individual senior secretaries to building principals would, at times, be privy to information concerning the district's bargaining proposals and strategies. As Principal Denbrock testified, most of the bargaining team's responses to specific proposals are accomplished verbally without extensive written communication back and forth between team members. Considered in the context of the ongoing business of the principals' office and the functional responsibilities of their secretaries, written communication between bargaining team members concerning proposals would appear to be a rare occurrence. Further, it is exclusively within the District's control to send such memorandum marked "confidential". Additional testimony established that input is generally solicited from all building principals in preparation for negotiations regarding suggestions for change in existing agreements and District proposals. It would be unusual for parties to a negotiation to be unaware of areas where difficulty has arisen in an existing agreement. Information gained by secretaries typing a response letter once every two to three years is insufficient to constitute knowledge of the issues involved in the collective bargaining process within the meaning and intent of the Act. Again, self help is available to individual principals in drafting these correspondence either in typing it themselves or sending the information to one of the other confidential secretaries excluded from the bargaining unit. The District's assertion that senior secretaries to building principals either type and/or file bargaining proposals before the proposals reach the bargaining table is unsubstantiated by the record.

For the reasons set forth above, it is determined that senior secretaries to building principals do not constitute confidential employees within the meaning of 14 Del.C. §4002(f).

CONCLUSIONS OF LAW

1. The Board of Education of the Capital School District is a public school employer within the meaning of §4002(m) of the Public School Employment Relations Act, 14 Del.C. Chapter 40.

2. The Capital Educational Secretaries Association, DSEA/NEA, is an employee organization within the meaning of §4002(g) of the Act.

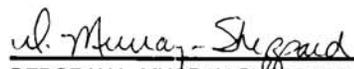
3. The Capital Educational Secretaries Association, DSEA/NEA is the exclusive bargaining representative of the bargaining unit consisting of all clerks and secretaries, excluding the Secretary to the Superintendent, as certified by the Department of Labor on April 14, 1972, within the meaning of §4002(j) of the Act.

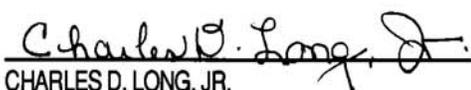
4. The Administrative Secretary to the Assistant Superintendent of the Capital School District is a confidential employee within the meaning of §4002(f) of the Act, inappropriate for inclusion in the existing bargaining unit and is, therefore, hereby excluded from the unit.

5. The Administrative Secretary to the Chief Financial Officer of the Capital School District is a confidential employee within the meaning of §4002(f) of the Act, inappropriate for inclusion in the existing bargaining unit and is, therefore, hereby excluded from the unit.

6. Senior Secretaries assigned to Building Principals in the Capital School District are not confidential employees within the meaning of 14 Del.C. §4002(f).

**IT IS SO ORDERED.**

  
DEBORAH L. MURRAY-SHEPPARD  
Principal Assistant/Hearing Officer  
Delaware Public Employment Relations Bd.

  
CHARLES D. LONG, JR.  
Executive Director  
Delaware Public Employment Relations Bd.