STATE OF DELAWARE

PUBLIC EMPLOYMENT RELATIONS BOARD

CORRECTIONAL OFFICERS ASSOCIATION OF DELAWARE,	:	
Charging Party,	:	
v.	:	**ULP No. 17-09-1122**
STATE OF DELAWARE, DEPARTMENT OF CORRECTION,	:	**Decision on the Pleadings**
Respondent.	:	

Appearances

Lance Geren, Esq., O'Donoghue & O'Donoghue LLP, for Correctional Officers Association of Delaware (COAD)

William W. Bowser, Esq. and Lauren E.M. Russell, Esq., Young Conaway Stargatt & Taylor, LLP, for State of Delaware, Department of Correction (DOC)

BACKGROUND

The State of Delaware ("State") is a public employer within the meaning of §1302(p) of the Public Employment Relations Act, 19 Del.C. Chapter 13 ("PERA"). The Department of Correction ("DOC") is an agency of the State of Delaware.

The Correctional Officers Association of Delaware ("COAD") is an employee organization within the meaning of §1302(i) of the PERA and is the exclusive representative of a bargaining unit of DOC employees (within the meaning of §1302(j)), which includes non-supervisory Correctional Officers as defined in DOL Case 1. COAD

is also part of a bargaining coalition for purposes of negotiating compensation for State Merit Employee Unit 10, as defined by 19 Del.C. §1311 A (b)(10).

COAD and the State are parties to a collective bargaining agreement which has an effective term of July 1, 2015 through June 30, 2018. A successor agreement was negotiated by the parties which has a term of July 1, 2017 through June 30, 2019.

On or about September 22, 2017, COAD filed an Unfair Labor Practice Charge with the Public Employment Relations Board ("PERB") alleging that the State has refused to bargain collectively in good faith and interfered with the rights of bargaining unit employees, in violation of 19 Del.C. §1307(a)(1) and (a)(5), which state:

> §1307. Unfair Labor Practices – Enumerated
>
> (a) It is an unfair labor practice for a public employer or its designated representative to do any of the following:
>
> (1) Interfere with, restrain or coerce any employee in or because of the exercise of any right guaranteed under this chapter.
>
> (5) Refuse to bargain collectively in good faith with an employee representative which is the exclusive representative of employees in an appropriate unit, except with respect to a discretionary subject.

Specifically, COAD alleges that by failing to apply a final and binding arbitration award, which was enforced by the Chancery Court of the State of Delaware, to an identical, subsequent set of facts, the State unilaterally modified the terms of the negotiated grievance procedure and has interfered with the rights guaranteed to bargaining unit employees by the PERA.

On or about November 8, 2017, the State filed its Answer to the Charge in which it admitted material facts and denied the legal conclusions asserted in the Charge. The

Answer included New Matter in which the State asserted the Charge was untimely and that it failed to state a claim for which relief can be granted.

On December 4, 2017, COAD filed its Response to the New Matter raised in the State's Answer. COAD denies the new matter and legal conclusions set forth therein.

This determination results from a review of the pleadings submitted by the parties, pursuant to PERB Rule 5.6(b).[1]

FACTS

The material facts underlying this Charge are derived from the pleadings and documents appended thereto. These facts are undisputed and were admitted by the State in its Answer to the Charge.

In Article 8 of the collective bargaining agreement the parties mutually established a grievance procedure which "provides a mechanism for resolving disputes between the parties culminating in final and binding arbitration." Article 8.3.8 of the negotiated grievance procedure states:

> The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue the decision within 30 days after conclusion of testimony and argument. The Arbitrator's award shall be in writing and shall set forth the Arbitrator's opinion and conclusions in the issue(s) submitted. The Arbitrator shall limit decisions strictly to the application and interpretation of the provisions of the Agreement.

On January 3, 2006, Governor Ruth Ann Minner signed into law Executive Order

[1] PERB Rule 5.6 Decision or Probable Cause Determination

(a) Upon review of the Complaint, the Answer and the Response the Executive Director shall determine whether there is probable cause to believe that an unfair labor practice may have occurred…

(b) If the Executive Director determines that an unfair labor practice may have occurred, he shall where possible, issue a decision based upon the pleadings…

Number Seventy-Seven Regarding State Employee Obligations And Compensation During Severe Weather Conditions and Emergencies ("EO 77"), which states in Paragraphs 7 and 8 of its Appendix A:

> 7. Essential employees who live or work in a region or regions covered by the Governor's Order, and who are required to work, are entitled to compensation at their regular hourly rate plus equal time off for all hours worked during their regularly scheduled work hours or shift. All Essential employees who work additional hours shall be compensated in accordance with existing rules and policies governing overtime payment. Employees covered by the Fair Labor Standards Act (FLSA) are compensated for overtime at time and a half and receive equal time off while employees exempt from the FLSA are compensated at straight time rates and receive equal time off. Exceptions to this may be found in the Budget epilogue or Merit Rules for specific groups of employees.
> 8. During any specified time periods when Essential employees are required to report to work and other State employees have been given approval by the Governor not to report to work (during normal state business hours of 8 a.m. to 4:30 p.m.), those who work will receive an additional hour of compensation for each hour worked. Agencies have the authority to determine whether the additional compensation will be paid time or compensatory time. Any employee (whether essential or not) who is already on paid leave during such time will not be charged leave for those specific hours.

Correctional Officers represented by the Union are "essential employees" within the meaning of this order. EO 77 is and has been in full force and effect at all times relevant to the processing of this unfair labor practice charge.

On February 4, 2014, COAD filed a grievance asserting a violation of Article 19.2, specifically alleging the State failed to comply with the terms of EO 77 (the "Weather Policy") when it failed to provide equal time off for hours worked by bargaining unit employees who were required to work beyond their regular shifts during a severe weather event which the Governor had declared from noon on Monday, January 21 through 4:30

p.m. on Tuesday, January 22, 2014.

Article 19.2 of the parties' negotiated agreement stated:

> Work rules, policies, orders and directives shall be interpreted and applied fairly to all employees.

This provision of the collective bargaining agreement has remained unchanged since 2014 and remains in the current collective bargaining agreement between COAD and the State.

On February 27, 2014, the grievance was denied by the Bureau Chief of Prisons. Thereafter, the grievance was advanced to final and binding arbitration. The arbitrator issued his decision and award ("the Coburn Award") sustaining the grievance on November 29, 2015. The arbitrator determined the grievance was substantively arbitrable and found EO77 to be an "order" within the meaning of Article 19.2 of the parties' negotiated agreement and that Appendix A to that order is a "policy". He further determined:

> … that the State violated Article 19.2 of the Collective Bargaining Agreement by failing to provide equal time off to bargaining unit employees for each overtime hour worked during the severe weather event on January 21 and 22. This case involves a System-Wide Grievance, affecting members of the bargaining unit at multiple facilities. Accordingly, I will direct below that the State make whole all those in the bargaining unit who were adversely affected by the State's violation on January 21 and/or 22, 2014.

Thereafter, the State sought to have the arbitration award vacated in the Chancery Court of the State of Delaware. On November 18, 2016, the Court issued its decision enforcing the arbitration award, holding:

> The [collective bargaining] Agreement demonstrates a clear and unmistakable intent to empower the arbitrator to decide whether the grievance is substantively arbitrable. The arbitrator's finding of arbitrability was based on a rational interpretation of the Agreement, foreclosing further judicial review. The Award claims its essence from the Agreement, and it does not violate state public policy. *State v. Corr. Officers Assn. of Delaware,* C.A. No. 11926-

VCL, 2016 Del.Ch. LEXIS 171 at *3 (Nov. 18, 2016).

The Court granted COAD's motion for enforcement of the Coburn Award, granting equal time off to bargaining unit employees for overtime hours worked during the severe weather event in January, 2014.

On March 14, 2017, the Governor again declared a "Severe Weather Conditions and Emergencies" pursuant to EO77, excusing non-essential employees who worked or resided in New Castle County from reporting to work. Essential employees, including correctional officers represented by COAD, were required to report to work.

Thereafter, COAD filed a system wide grievance again asserting a violation of Article 19.2 and the EO 77 Weather Policy. In this grievance, COAD again alleged a violation of the fair interpretation and application of work rules, policies and directives under Article 19.2. It again asserted the State failed to provide equal time off to bargaining unit employees for hours worked beyond their regular shifts during a severe weather event.

On April 17, 2017, the grievance was denied by the Bureau Chief of Administrative Services, who concluded:

> The Correctional Officers' Association of Delaware (COAD) CBA defines a grievance as "any dispute concerning the application or interpretation of the terms of the collective bargaining agreement". Executive Order #77 is a not a term or provision found in the Local CBA and, a State Agency has no authority to establish or modify compensation. Therefore this Hearing Officer will request that COAD agree to move the grievance to Step III. *Charge Exhibit F.*

The State admits that on June 14, 2017, a Pre-Arbitration meeting was conducted by the Director of State Labor Relations or her designee, pursuant to Article 8.3.5[2], in

[2] 8.3.5 Within 20 days of receipt by the Director of Labor Relations of the Union's notice of its intent to bring the grievance to Pre-Arbitration (or a longer period upon a mutually agreed upon extension), no more than two Union representatives, only one of whom shall be on release time, and the grievant shall meet with the Director of Labor Relations or designee, to attempt to resolve the grievance at the meeting and issue a written decision. If the grievance is not resolved at the

which the grievance was again denied.

Thereafter, COAD filed this unfair labor practice charge asserting the State has failed to meet its good faith obligations under the PERA because this grievance has an identical fact pattern to the matter previously decided by the arbitrator on November 29, 2015, as affirmed by the Court of Chancery on November 18, 2016.

DISCUSSION

The Delaware PERB is responsible for administering and applying three public sector collective bargaining statues, including the PERA, which states:

> § 1308 Unfair labor practices — Disposition of complaints.
>
> (a) The Board is empowered and directed to prevent any unfair labor practice described in § 1307(a) and (b) of this title and to issue appropriate remedial orders…
>
> (b)(1) If, upon all the evidence taken, the Board shall determine that any party charged has engaged or is engaging in any such unfair practice, the Board shall state its findings of fact and conclusions of law and issue and cause to be served on such party an order requiring such party to cease and desist from such unfair practice, and to take such reasonable affirmative action as will effectuate the policies of this chapter, such as payment of damages and/or the reinstatement of an employee…

This Charge raises an issue concerning the employer's good faith obligation to abide by the terms of the negotiated collective bargaining agreement, as those terms have been interpreted and applied in a judicially enforced arbitration award.

Preliminarily, the State asserts the charge is untimely because it was filed more than

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meeting the Union may invoke arbitration with the American Arbitration Association, provided it does so within 30 days of the written decision. Notice of any request to invoke arbitration shall be concurrently sent to the Director of Labor Relations.

180 days after the March 14, 2017 severe weather event which gave rise to the grievance. The State incorrectly identifies the triggering event underlying the charge. It was not until Department of Human Resources ("DHR") denied the grievance at Step 3, on or about June 14, 2017, that the instant cause of action arose. Up to that point, the State still had the opportunity to correct the Department's action and comply with the holding of the Chancery Court in *State v. COAD.*[3] The Charge was filed on September 22, 2017, 101 days after the denial of the grievance at Step 3, well within the 180 day statute of limitations established in 19 Del.C. §1308 (a). Consequently, the State's timeliness defense is denied.

The State also avers the Charge fails to state a claim upon which relief can be granted, asserting it fully complied with the Coburn Award, as directed by the Chancery Court. The State asserts the underlying incident in this Charge arose more than three years after the initial incident which was the basis for the Coburn Award and, therefore, the decision in that arbitration does not control the outcome of this grievance. It argues it is the role of the arbitrator, under the negotiated grievance procedure, to determine whether the employer is "bound by a prior decision or whether the law and circumstances have developed such that a different outcome is appropriate." *New Matter ¶11.*

In response, COAD argues the Coburn Award directed, and Chancery Court subsequently mandated, that the State apply the plain language of EO 77. In the instant Charge, the current dispute arises from the failure by the State, again, to apply EO 77(which has not changed) under an identical set of circumstances[4], i.e., a severe whether emergency

[3] *State v. Corr. Officers Assn. of Delaware,* C.A. No. 11926-VCL, 2016 Del.Ch. LEXIS 171 at *3 (Nov. 18, 2016).

[4] It is noted that the State, in responding to ¶23 of the Charge, does not specifically deny that the March 14, 2017 severe weather event presented, "… an identical fact pattern as the matter decided by Arbitrator Coburn and enforced by Vice Chancellor Laster, although it did specifically deny and contest the other assertions in that paragraph.

event which occurred on March 14, 2017. It asserts that in denying the 2017 grievance, the State continues to "assert a legal position regarding application of EO77 that has been judicially rejected" and thereby violates its good faith obligations under the PERA. *Response to New Matter ¶10.*

This defense goes directly to the merits of the unfair labor practice charge. The statute obligates employers and exclusive bargaining representatives "…to confer and negotiate in good faith with respect to terms and conditions of employment, and to execute a written contract incorporating any agreements reached." 19 Del.C. §1302(e). It also obligates the public employer and the exclusive bargaining representative to "… negotiate written grievance procedures by means of which bargaining unit employees, through their collective bargaining representatives, may appeal the interpretation or application of any term or terms of an existing collective bargaining agreement; such grievance procedures shall be included in any agreement entered into between the public employer and the exclusive bargaining representative." 19 Del.C. §1313(c).

There is an arbitral practice which preserves the right of a subsequent arbitrator to determine the preclusive effect of a prior arbitration award which is submitted for precedential or persuasive purposes during the processing of an arbitration on an identical, similar or related grievance. Legal concepts of *res judicata, collateral estoppel*, and *stare decisis* have not, traditionally, been strictly developed or applied in labor arbitration, which is intended to be an expedited process for resolving work place disputes which arise under the terms of negotiated collective bargaining agreements in lieu of legal proceedings. Because parties to collective bargaining agreements have a long-standing and continually evolving relationship, it is not unprecedented for an issue which was decided through arbitration to be raised for resolution in subsequent negotiations, or even to be resurrected

in a later grievance as circumstances change or a new incident raises an issue not previously considered.

The present case, however, presents a different and very narrow issue. The Coburn Award, which the parties admit was issued in response to a grievance brought under very similar (if not identical) circumstances, was reviewed and enforced by the Chancery Court. In his decision, the Vice Chancellor considered all of the arguments raised and concluded 1) that the grievance was substantively arbitrable under the *Willie Gary* test[5]; 2) that application of EO77 and Appendix A was reasonably subject to Article 19.2 of the parties negotiated agreement; 3) that the integrity of the grievance procedure was not compromised; and 4) that the Coburn Award did not violate any clearly defined public policy.

The Court considered, in depth, the Weather Policy as it applies to COAD bargaining unit employees who were required to work beyond their regular work day during a severe weather event:

> … The Department contends that, in seeking equal time off for overtime worked during a weather closure, the grievance amounted to "a request for a modification of the Merit Rule's universal standard for overtime compensation based on the Association's erroneous interpretation of the [Weather Policy]."
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> …The Department reasons that the Association's interpretation of the Weather Policy necessarily modifies the overtime standards by providing additional pay during time that qualifies for overtime. But this does not follow. Overtime is "additional compensation for work performed in excess of the standard work week."[6] While working overtime, employees may remain eligible for other wage premiums that are triggered by different events other than the number of hours worked. One apt example is holiday pay, which

[5] *James and Jackson, LLC v. Willie Gary, LLC*, 906 A.2d 76, 78 (Del. 2006).

[6] *Laborers' Int'l Union of N. Am., Local 1029 v. State Dep't of Health and Social Services*, 310 A.2d 664, 668 (Del. Ch. 1973).

is closely analogous to the Weather Policy.[7]

> Depending on the policy for holiday pay, employees may receive holiday pay during only regularly scheduled hours, or for some or all of overtime… If they do receive holiday pay for overtime, it does not "modify" the overtime standard. It simply extends an additional wage premium to overtime hours. The employee's eligibility for the wage premium accompanying overtime remains determined by the overtime policy and applicable law.
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> The equal time off provided by the Weather Policy is similarly a distinct wage premium. Like holiday pay, it applies when an employee works during a period when other employees are excused from work with pay. This premium bears no relationship to overtime, which applies based on the number of hours an employee works in a given period. Accordingly, the Weather Policy alone, not the overtime provisions of Merit Rule 4.13, determines whether equal time off under the Weather Policy includes overtime. It does not modify Merit Rule 4.13's standards for overtime eligibility.
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> The grievance was what it purported to be: an allegation that the Department has misapplied the Weather Policy and thereby breached its obligation under Article 19.2 of the Agreement to fairly interpret and apply that policy. The Association's interpretation of the Weather Policy does not modify the overtime standards in Merit Rule 4.13 or any other compensation standard contained in the Merit Rules. The grievance was not a Merit Rules Grievance. Whether it was arbitrable was for the arbitrator to decide.
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> … As noted by the arbitrator, the plain language of Article 19.2 contains no limitation on the "orders" and "policies" that the Department must apply fairly. "When no ambiguity is present in a contractual provision, the court will not resort to extrinsic evidence in order to aid in interpretation, but will enforce the contract in accordance with the plain meaning of its terms."[8] The arbitrator here reasonably found that the plain language of Article 19.2 unambiguously included the Weather Policy. He had no obligation to consider the bargaining history offered by the Department.
>
> Nor does the heading of Article 19 mandate a different interpretation of the test. While contract headings may be evidence

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[7] *See Int'l Ass'n of Firefighters, Local 1590 v. City of Wilm.,* 2015 WL 2358627 (Del.Ch. May 15, 2015) ("It is generally accepted that employers compensate employees for holidays by either giving them the day off with pay or pay them extra for working – colloquially, 'the pay for the day.'")

[8] *Wilmington Firefighters Ass'n v. City of Wilmington,* 2002 WL 418032@ *7 (Del.Ch. Oct. 17, 2007) (Strine, V.C.) (citing *City Investing Co. Liquid. Trust v. Cont'l Cas. Co.,* 624 A.2d 1191, 1198 *(*Del. 1993).

> of meaning, they are not conclusive.[9] Moreover, "working conditions" has been interpreted more broadly than the *Corning* decision construed that term under the Equal Pay Act.[10] Limited Delaware authority suggests that the term can take on broader meaning when used in a collective bargaining agreement.[11] As "working conditions" lacks precise meaning, its use as a heading in the Agreement does not mandate the Department's narrow interpretation of Article 19.2. *State v. COAD*, at *18 - *26.

In its decision, the Court cited to the Delaware Supreme Court's decision in *AFSCME 2004 v. DSCYF*[12] to support the holding that an executive order creates a binding limitation on Executive Branch employment practices.[13] This conclusion and the Court's explicit findings as they relate to the applicability of EO77 provides clear direction to the State. The State did not simply choose not to apply a provision of the collective bargaining agreement as interpreted and applied by a prior arbitration award. It failed or refused to apply the clear determination and unequivocal application of EO77 by the Court. The Court made it clear that EO 77 binds executive branch agencies, including the Department of Correction.

The Court also provided very specific guidance to the State in the final paragraph of its legal analysis:

> … This Award gives equal time off for one event to a limited class of State Merit Employees: Association members that were designated as Essential Employees and worked overtime during the January Weather Closure. Claims for previous events are time-

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[9] *Cantor Fitzgerald, L.P. v. Cantor*, 724 A.2d 571, 581, n.35 (Del.Ch. 1998).

[10] *Seem e.g., Indep. Fed. of Flight Attendants v. Trans World Airlines*, 655F.2d 155, 157 (8th Cir. 1984) (observing that "the term 'working conditions' is to be broadly interpreted" as used in the Railway Labor Act); *Jurva v. Attorney Gen. of Mich.*, 351 N.W.2d 813, 819 (Mich. 1984) (finding that "working conditions" as used in a state statute includes fringe benefits).

[11] *See Bd. of Educ. of Sussex Cnty. Vocational Tech. Sch. Dist. v. Sussex Cnty. Vo-Tech Teachers' Ass'n.*, 1995 WL 1799135 at 2 (Del.Ch. June 28, 1995) (upholding arbitrator's finding of arbitrability on the grounds that "working conditions" as used in the parties' collective bargaining agreement, "may be broadly interpreted to include the right to bump").

[12] 696 A.2d 387, 390 (Del.1997).

[13] VC Laster's decision at p. 15.

> barred under the Agreement. (individual and System-Wide Grievances must be filed within 14 days of the event giving rise to the grievance or 14 days that the grievant could reasonably be expected to have knowledge of those events). It is also within the Executive Branch's power to prevent further disparities resulting from the Award. The Executive Branch may (i) pay all Essential Employees equal time off for overtime; (ii) amend the Weather Policy to foreclose equal time off for overtime, or (iii) negotiate an amended version of Article 19.2 of the Agreement that excludes the Weather Policy.[14]

The new matter asserted in the State's Answer to the Charge does not aver changes have been made which would affect the applicability of EO77 as determined by the Court's decision. It is undisputed that EO 77 (including Appendix A) remains unchanged and was in full force and effect on March 14, 2017. The parties have, since November 2016, renegotiated and extended the terms of their collective bargaining agreement. It is undisputed that Article 19.2 remains unchanged in the successor Agreement.

The purpose of the negotiated grievance procedure is to establish a method by which bargaining unit employees, through their collective bargaining representative, may appeal the interpretation and application of any term of the collective bargaining agreement. When an arbitrator renders a final and binding award interpreting and applying a disputed contract provision, he or she establishes the meaning of that provision under the circumstances of the grievance. When an arbitration award is then reviewed by Chancery Court, and the Court renders a decision which enforces that award, it has precedential impact on the meaning of the disputed term in future application.

Chancery Court provided clear direction and guidance on the applicability of EO 77 to this group of bargaining unit employees. If the State did not agree with the Court's determination in November, 2016, it had the option to pursue an appeal of that ruling. It

[14] *State v. COAD*, at *31.

did not do so. The full Public Employment Relations Board has held that an employer violates its good faith obligations under the PERA when it fails or refuses to implement an arbitration award without taking any affirmative action to challenge the validity of the award.[15] Consistent with that ruling, the State also violated its good faith obligations under the law when it chose to ignore a judicial determination enforcing an arbitration award, in which the Court established the plain meaning of the applicable Executive Order.

Under the limited circumstances presented in this case, I find the State violated its duty to bargain in good faith and interfered with the rights of its employee when it failed to apply the clear language of EO 77, as specifically addressed and determined by the Court of Chancery less than six months prior to the March 14, 2017 severe weather event. For these reasons, the pleadings are sufficient to establish that the State violated its duties under the PERA, the rights of bargaining unit employees, and 19 Del.C. §1307 (a)(1) and (a)(5), as alleged.

CONCLUSIONS OF LAW

1. The State of Delaware is a public employer within the meaning of §1302(p) of the Public Employment Relations Act, 19 Del.C. Chapter 13. The Department of Correction is an agency of the State.

2. The Correctional Officers Association of Delaware is an employee organization within the meaning of 19 Del.C. §1302(i) and is the exclusive representative of a bargaining unit of Delaware Department of Correction employees (within the meaning

[15] *Diamond State Port Corporation v. ILA Local 1694-1*, ULP 11-02-787, VII PERB 5069, 5075 (Del. PERB 2011).

of §1302(j)), which includes non-supervisory Correctional Officers as defined in DOL Case 1. COAD is also part of a bargaining coalition for purposes of negotiating compensation for State Merit Employee Unit 10, as defined by 19 Del.C. §1311 A (b)(10).

3. The State and COAD are parties to a collective bargaining agreement which had a term of July 1, 2015 through June 30, 2018. The parties negotiated a successor agreement which has a term of July 1, 2017 through June 30, 2019.

4. Under the limited circumstances presented in this Charge, the State violated its good faith obligations under the PERA when it failed to apply the clear language of Executive Order Number Seventy-Seven Regarding State Employee Obligations and Compensation During Severe Weather Conditions and Emergencies to a severe weather event on March 14, 2017, as that Order was interpreted and enforced by the Court of Chancery in *State v. Correctional Officers Assn. of Delaware*, C.A. No. 11926-VCL, 2016 Del.Ch. LEXIS 171 (Nov. 18, 2016).

5. By failing to provide equal time off to bargaining unit employees designated as essential during the March 14, 2017 severe weather event for overtime hours worked, the State violated 19 Del.C. §1307(a)(5).

6. By this action, the State has also interfered with the rights guaranteed to employees by the Public Employment Relations Act, in violation of 19 Del.C. §1307(a)(1).

WHEREFORE, the State is hereby directed to cease and desist from failing or refusing to abide by its good faith obligations under the PERA and to make whole any essential bargaining unit employees who were entitled to equal time off for overtime worked during the March 14, 2017 severe weather event, consistent with the determination of the Court in *State v. COAD,* C.A. No. 11926-VCL, 2016 Del.Ch. LEXIS 171 (Nov. 18,

2016).

FURTHER, the State is directed to advise the Public Employment Relations Board within forty-five (45) days of the date of this decision of its compliance with this Order.

IT IS SO ORDERED.

DATE: July 30, 2018

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