

STATE OF DELAWARE
PUBLIC EMPLOYMENT RELATIONS BOARD

GEORGETOWN POLICE DEPARTMENT FRATERNAL	:	
ORDER OF POLICE,	:	
	:	
Charging Party,	:	
	:	<u>ULP No. 20-05-1231</u>
v.	:	
	:	
TOWN OF GEORGETOWN, DELAWARE,	:	DECISION ON THE MERITS
	:	
Respondent.	:	

Appearances

Michael E. Coviello, Esq. and Timothy P. Mullaney, Sr., Esq.
for Georgetown Police Department Fraternal Order of Police

Stephani J. Ballard, Esq., for the Town of Georgetown

The Town of Georgetown, Delaware (“Town”) is a public employer within the meaning of 19 Del. C. §1602(l) of the Police Officers and Firefighters Employment Relations Act, 19 Del. C. Chapter 16 (POFERA). The Georgetown Police Department (“GPD”) is an agency of the Town.

The Georgetown Police Department Fraternal Order of Police (“FOP”) is an employee organization within the meaning of 19 Del. C. §1602(g). It is the exclusive bargaining representative of a bargaining unit of Georgetown Police Officers at and below the rank of Captain, as defined in DOL Case 240.

The Town of Georgetown and the Georgetown Police Department Fraternal Order of Police Bargaining Unit are parties to a collective bargaining agreement with a term of May 1, 2016 through April 30, 2019, which remained in force and effect at all times

relevant to this charge. *FOP Exhibit 1, §1.2.*

On May 26, 2020, the FOP filed an unfair labor practice charge alleging conduct by the Town in violation of 19 Del. C. §1607(a)(1), (2), (3), (4) and (6).¹ Specifically the FOP alleged the Town violated the POFERA by terminating the employment of the FOP President (“Officer E.V.”) without just cause; interfering with the officer’s rights under the Delaware Law Enforcement Officers Bill of Rights (“LEOBOR”, 11 Del. C. Chapter 92); and interfering with his and the FOP’s rights to bring a grievance under the negotiated grievance procedure.

On June 10, 2020, the Town filed its Answer to the Charge in which it admitted some facts, denied or qualified other asserted facts, and raised new matter in its defense. The Town asserted the Charge should be dismissed because PERB does not have jurisdiction to adjudicate either alleged violations of LEOBOR and/or alleged violations of the Town’s Code or administrative policies.² It asserted the FOP lacks standing to bring a grievance on behalf of a discharged police officer because he is no longer an employee or

¹ (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.
- (2) Dominate, interfere with or assist in the formation, existence or administration of any labor organization.
- (3) Encourage or discourage membership in any employee organization by discrimination in regard to hiring, tenure or other terms and conditions of employment.
- (4) Discharge or otherwise discriminate against an employee because the employee has signed or filed an affidavit, petition or complaint, or has given information or testimony under this chapter.
- (6) Refuse or fail to comply with any provision of this chapter or with rules and regulations established by the Board pursuant to its responsibility to regulate the conduct of collective bargaining under this chapter.

² The FOP denies it raised any claim under the Town’s Code or administrative policies. *FOP Response to New Matter ¶19.*

member of the bargaining unit. Because the collective bargaining agreement is “entirely inapplicable”, the Town asserted the complained of actions are outside of PERB’s jurisdiction.

The FOP filed its Response to the Town’s New Matter on June 17, 2020. It denied the Town’s legal conclusions and asserted the facts presented in the new matter established the *prima facie* basis for the Charge.

A Probable Cause Determination was issued on October 19, 2020, which dismissed the alleged violation of §1607(a)(4). By email dated November 9, 2020 the FOP advised that it was “... electing not to proceed with the anti-union discrimination/animus charge in this case and withdraws that specific issue from consideration in this case.”

A hearing was conducted on November 12, 2020. During the hearing and in its post-hearing submission, the FOP further narrowed the issue to whether the Town, by and through its action in relation to its processing of the grievance, violated 19 Del. C. §1607(a)(1) and/or (a)(2).

The record closed following the receipt of responsive argument submitted by the parties.

This decision is based upon consideration of the record created by the parties and consideration of their arguments and relevant case law.

FACTS

The facts are derived from the documentary and testimonial evidence presented by the parties.

On March 7, 2020, Georgetown Police Officer E.V. received a notice from the Delaware Department of Transportation Division of Motor Vehicles Driver Improvement

Unit that his driving license was revoked effective immediately. *FOP Exhibit 2.* Officer E.V. immediately informed the GPD Lieutenant (who he identified as his Town-appointed liaison) of the DUI charge and advised the Lieutenant that he was challenging the revocation. In this same communication, he requested to meet with the Chief of Police.

On March 16, 2020, Officer E.V. met with the Chief of Police, at which time he reiterated that he was challenging the revocation of his driver's license. At the conclusion of their meeting, the Chief handed Officer E.V. a Notice of Termination of Employment signed by both the Chief and the Town Manager. The letter notified the officer that because he no longer held a valid driver's license, he could not operate a Town-owned vehicle. The letter also stated:

As you of course are aware, as a sworn police officer, you are required to drive Town-owned police vehicles, as a daily, integral requirement of your job. You must also be a covered driver under the Town's insurance policy. After conferring with the Town's insurance carrier, we have also been advised that the revocation, refusal of test, and DUI program would render you excluded from coverage for 2-3 years. For these reasons you are unable to perform the essential functions of your position as a Georgetown police officer and, as such, your employment is hereby being terminated as of March 29, 2020.

Please note that this is considered an administrative termination and not a disciplinary termination. While there was an administrative investigation pending into various potential violations related to possible driving under the influence, that investigation is hereby suspended and will be closed as moot, on the effective date of this administrative termination.

Should you wish to resign in lieu of discharge, the Town will allow you that option, pursuant to Town Code §29-76(D). If you would like to avail yourself of this option, you must submit a resignation letter for my review and approval on or before March 20, 2020; if not, this termination shall become effective March 29, 2020. You also have the right to request a meeting with me to be heard as to the Town's decision to terminate. If you wish to meet with me, please advise in writing or by email by no later than March 20, 2020.

In either event, you are instructed to meet with Chief Hughes on March 23, 2020 to turn in all GPD uniforms, property and other equipment...*FOP Exhibit 5.*

The Chief advised Officer E.V. that any further communications should be addressed to the Town Manager.

On March 26, 2020, the Court of Common Pleas stayed the DOT/DMV Order of Revocation pending further action by the Court on Officer E.V.'s appeal. *FOP Exhibit 6*. By email dated March 27, 2020, Officer E.V. forwarded the Order of Stay to the Town Manager:

I was informed this afternoon that my license has been reinstated as the motion for stay was approved on 3/26/2020.

I have attached my notice from the Court of Common Pleas in regards to the motion for stay of my driver's license. Please feel free to contact me with any questions or concerns. *FOP Exhibit 7*.

The Town did not respond to this email.

On April 10, 2020, Craig McGowan, the National FOP Labor Representative for the Georgetown Police Department FOP Bargaining Unit, sent a written request to the Town Manager and the Town's Counsel asking about the Town's intentions with respect to Officer E.V., asserting,

On March 27, 2020, [*Officer E.V.*] sent you an email with attachment showing you that his driver's license has not been revoked and a stay of any revocation has been issued by the Court. Making your letter moot. Could you please contact us with your intentions? *FOP Exhibit 8*.

On April 14, 2020, the Town Manager responded directly to Officer E.V.:

You were copied on the below correspondence to the Town from Mr. McGowan. I am responding to you directly, as this is a personnel matter, and not an FOP matter.

Your employment status remains as Terminated, pursuant to and for the reasons – including uninsurability [*sic*] – stated in the March 16, 2020 letter you received (copy attached). Your pending appeal of the DMV proceeding does not alter that determination. *FOP Exhibit 12*.

FOP Representative McGowan was not copied on this email communication.

By email dated April 13, 2020³ FOP Vice President Michael Goins provided a grievance to the Chief of Police on behalf of Officer E.V. which alleged violations of Articles 2.2 - Management Rights; 6.1 - Hours of Duty Overtime Compensation, Compensatory Time, Regular Duty Compensation; and 13.2 – Medical Benefits. *FOP Exhibit 11.*

By email to FOP Vice President Goins dated April 21, 2020, the Chief of Police responded to the grievance:

The grievance filed as a signed grievance by PFC Michael Goins on April 14, 2020 is denied as moot. The “Grievant” is listed as [*Officer E.V.*], who is no longer an employee of the Town (as of March 29, 2020), or a member of the Bargaining Unit, as of the filing of this grievance. As such, he does not have standing to file a grievance. Moreover, issues of dismissal of employees are rights reserved to the Town pursuant to §2.1, and details of personnel matters may not be discussed with other employees. The CBA merely states that it does not affect employee’s rights under LEOBOR.⁴ I do not have jurisdiction over LEOBOR issues, if any, via the grievance procedure. Finally, the Town ensures that all departing employees are fully compensated through their last day of employment and provided with continuity of benefits information. *FOP Exhibit 13.*

By email dated April 22, 2020, Vice President Goins forwarded the grievance and a copy of the Chief’s Step One response to the Town Manager. *FOP Exhibit 14.* The Town Manager responded by email on April 29 to Vice President Goins:⁵

This grievance is moot for the reasons stated by Chief Hughes in his

³ When the grievance was initially filed by VP Goins on April 13, he stated in the cover email that he was unable to sign and deliver the document in person because he was quarantined at that time under the Town’s COVID-19 protocol. He was able to provide a signed copy by scanning it and attaching it to an email to the Chief on April 14, 2020. *FOP Exhibit 10.*

⁴ “2.2. *LEOBOR Rights* No provision of this Article is intended to affect an employee’s rights under the Law Enforcement Officers’ Bill of Rights except to the extent permitted in 11 Del. C. Subsection 9203. “ *FOP Exhibit 1, p. 7.*

⁵ FOP Representative McGowan, Officer E.V., the Chief of Police, the Town’s Counsel, and two unidentified Town employees were provided with copies of this email. It is noted that Laura Givens (one of the unidentified recipients) appears to be a Town of Georgetown Finance Department employee as a signatory on Town Exhibit 1, requesting insurance coverage information.

April 21st response. Neither [*Officer E.V.*] nor Mr. Goins on his behalf, has standing to grieve [*his*] termination of employment with the Town of Georgetown. The grievance procedure refers to an “employee” pursuing a grievance; [*Officer E.V.*] is no longer an employee. If [*Officer E.V.*] has concerns based upon LEOBOR, those are not subject to adjudication under the CBA. Finally, the FOP is reminded that personnel matters are confidential. This determination is being issued as a courtesy. No further steps will be entertained with this matter, as it is not a “grievance” as set forth under the CBA, for the reasons stated herein, and by Chief Hughes in his April 21, 2020 response. This is the final decision on this matter. *FOP Exhibit 15.*

By email dated April 29, 2020, addressed to the Town Manager, Vice President Goins requested to advance the grievance to Step 3:

We respectfully disagree and request that this matter be forwarded to the Mayor and Town Council as part of Step 3 of the grievance process per the CBA. *FOP Exhibit 16.*

By email dated May 4, 2020, the Town Manager responded to FOP Vice President Goins:

I have discussed this matter with the Mayor and the Town Solicitor. There will not be a “Step 3” hearing for the issued raised in this grievance. As noted in responses to your submissions for Steps 1 and 2, this is not a grievable issue.

As previously stated, in both the response from Chief Hughes (April 21, 2020) and myself (April 29, 2020):

- [*Officer E.V.*] – a non-employee – does not have standing to grieve his termination of employment with the Town of Georgetown.
- Mr. Goins does not have standing to grieve the termination of [*Officer E.V.*].
- Claims or concerns based upon LEOBOR are not subject to adjudication under the Collective Bargaining Agreement,
- The Town reminds all parties that personnel matters are confidential and cannot be discussed with other employees or at a public hearing.

Once again, I reiterate the Town’s position that no further steps will be entertained with this matter, as it is not a “grievance” as set forth under the Collective Bargaining Agreement, and for the reasons set forth above.

My April 29, 2020 response remains the final decision on this matter.
FOP Exhibit 17.

ISSUE

DID THE TOWN OF GEORGETOWN, DELAWARE VIOLATE 19 DEL. C. §1607(A)(1) BY INTERFERING WITH THE RIGHTS OF BARGAINING UNIT EMPLOYEES BY FAILING OR REFUSING TO PROCESS A GRIEVANCE UNDER THE TERMS OF THE NEGOTIATED COLLECTIVE BARGAINING AGREEMENT?

DID THE TOWN VIOLATE 19 DEL. C. §1607(A)(2) BY FAILING OR REFUSING TO ACKNOWLEDGE THE FOP AS THE EXCLUSIVE REPRESENTATIVE OF A TERMINATED BARGAINING UNIT EMPLOYEE?

DISCUSSION

The FOP is the certified exclusive bargaining representative of all Georgetown Police Department Police Officers at and below the rank of Captain under the POFERA. Once the FOP was certified as the exclusive bargaining representative of this bargaining unit in 1996, the Town was prohibited from bargaining with regards to any matter covered by the POFERA with any employee, group of employees, or other labor organization. 19 Del. C. §1604(a).

The FOP has the right and responsibility to act as the agent of all bargaining unit employees. 19 Del. C. §1602(h). Bargaining unit employees have a right to grieve through representatives of their choosing and to be represented by that exclusive bargaining representative. 19 Del. C. §1603.

The collective bargaining agreement is a binding agreement negotiated by and between the Town and the FOP. Its terms are subject to enforcement through the grievance

procedure, which must be negotiated and included in that agreement. 19 Del. C. §1613(c).⁶

The grievance procedure lies at the heart of the continuous collective bargaining process and is the vehicle through which the negotiated agreement is defined and refined during the life of the agreement. *Cape Henlopen Education Assn. v. CHSD*, ULP 01-05-319, III PERB 2239, 2245 (2001). The exclusive representative has a statutory duty to fairly represent bargaining unit employees, without discrimination, in collective bargaining and in grievance processing.

This Board has consistently affirmed the centrality of the grievance procedure to the collective bargaining process under the POFERA.

For the collective bargaining process to have meaning, the parties have a statutory good faith obligation to follow the negotiated grievance procedure consistently and strictly in accordance with the contractual terms. *Indian River EA v. Bd. of Education*, ULP 90-09-053, I PERB 667, 674 (1991). The negotiated grievance procedure may not be modified or ignored unless the parties have mutually agreed to do so. *Caesar Rodney Education Assn. v. Bd. of Education*, ULP 02-06-360, IV PERB 2729, 2733 (PERB Decision on Review, 2002); affirmed C.A. No. 1549-K, IV PERB 2933 (Chan. Ct., 2003).

The POFERA specifically provides that bargaining unit employees may appeal the interpretation or application of any terms of the agreement, “through their collective bargaining representative.”⁷ Consistent with federal labor law, it is the responsibility of the exclusive representative to represent the interests of bargaining unit employees in challenging issues which arise under the negotiated agreement through the grievance

⁶ (c) The public employer and the exclusive bargaining representatives shall 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.

⁷ The terms “exclusive bargaining representative”, “exclusive representative”, “collective bargaining representative”, and “certified bargaining representative” are used interchangeably through the statutes administered by the Delaware PERB and the case law developed thereunder.

procedure.

The issue raised by this unfair labor practice charge is not whether Officer E.V. was terminated for just cause. The requirement of just cause for termination may arise out of negotiated contractual restrictions, an employer's policies, merit protections, and/or by a legislative act. It does not, however, arise directly out of the POFERA. It is well established in Delaware PERB case law that where a bargaining unit employee or the exclusive representative believe the provisions of the negotiated collective bargaining agreement have been misapplied or violated, their recourse is to file a grievance.⁸

Neither does this Charge concern whether Officer E.V. was afforded whatever rights he may have under the Law Enforcement Officers' Bill of Rights. The Public Employment Relations Board is not responsible for or vested with authority to enforce LEOBOR.⁹

On April 10, 2020, FOP Representative McGowan requested clarification as to Officer E.V.'s employment status after the stay of the revocation of his license, which Officer E.V. had forwarded to the Town Manager by email on March 27, 2020. The Town Manager responded only to Officer E.V on April 14, 2020, stating, "... this is a personnel matter, and not an FOP matter". Many, if not most, of the matters in which the exclusive bargaining representative represents a bargaining unit member and challenges the employer's application of the terms of the negotiated agreement can be characterized as relating to personnel matters. The role of the exclusive bargaining representatives is set forth in the statute:

⁸ *FOP Lodge 5 v. New Castle County*, ULP 19-12-1216, IX PERB 8299, 8303 (Bd. Decision on Review, 2020).

⁹ *FOP Lodge 5 v. New Castle County*, ULP 17-08-1115, IX PERB 6991, 6995 (2018).

§ 1604. Employee organization as exclusive representative.

(a) The employee organization designated or selected for the purpose of collective bargaining by the majority of the employees in an appropriate collective bargaining unit shall be the exclusive representative of all the employees in the unit for such purpose and shall have the duty to represent all unit employees without discrimination. Where an exclusive representative has been certified, a public employer shall not bargain in regard to matters covered by this chapter with any employee, group of employees or other employee organization.

(b) Nothing contained in this section shall prevent employees individually, or as a group, from presenting complaints to a public employer and from having such complaints adjusted without the intervention of the exclusive representative for the bargaining unit of which they are a part, as long as the representative is given an opportunity to be present at such adjustment and to make its view known, and as long as the adjustment is not inconsistent with the terms of an agreement between the public employer and the exclusive representative which is then in effect. The right of the exclusive representative shall not apply where the complaint involves matters of personal, embarrassing and confidential nature, and the complainant specifically requests, in writing, that the exclusive representative not be present. ...

Even when an employee chooses to present a complaint individually without the intervention of his/her exclusive bargaining representative, that representative must be given the opportunity to be present and to make its view known as to the applicability of the collective bargaining agreement. There was no request in this case by Officer E.V. to exclude the FOP from the processing of this grievance; he testified at the unfair labor practice hearing that he was aware of and supported the FOP's efforts to advocate on his behalf.

When the Town Manager failed or refused to respond to the exclusive bargaining representative concerning the employment status of a bargaining unit employee, he interfered both with Officer E.V.'s rights to be represented by the FOP and with the FOP's rights and duties as the exclusive bargaining representative. By this action, the Town interfered with the administration and rights of the FOP in violation of 19 Del. C.

§1607(a)(2),¹⁰ as well as with the rights of the bargaining unit employee in violation of 19 Del. C. §1607(a)(1).

In its April 13, 2020 grievance, the FOP asserted Officer E.V.'s termination violated the terms of the collective bargaining agreement negotiated by these parties. The Town argues termination is not grievable because Article 2.1 reserves to management the right to determine "... the conditions for [*employees*] continued employment or cause for their dismissal." *FOP Exhibit 1*. There is nothing on the face of the negotiated collective bargaining agreement which excludes questions of interpretation and/or application of Article 2.1 from the challenge through the grievance procedure.

The fact that Officer E.V.'s employment was terminated does not relieve the Town from processing a grievance filed by the FOP on his behalf where it is asserted that the contested rights arose under the negotiated collective bargaining agreement at the time of the complained of action.

The burden to process grievances in accordance with the negotiated grievance procedures falls on both parties in scheduling and participating in the required grievance meetings.¹¹

The employer's representative can certainly argue that a grievance is procedurally deficient and/or that it does not meet the negotiated definition of a grievance during the processing of a grievance. What this Board has repeatedly held is that a party may not fail or refuse to schedule or participate in the negotiated grievance process based on its

¹⁰ The Town misconstrues PERB's decision in *Stribling v. Delaware Transit Corporation* (ULP 10-09-764, VII PERB 4791, 4798 (2010)) to support its position that §1607(a)(2) does not relate to the rights of individual employees. In the *Stribling* case, a terminated employee filed an unfair labor practice charge against both her former employer and her exclusive bargaining representative. The decision rejected the assertion by the Charging Party that she could invoke the rights of the union thereunder in challenging her termination. In the present case, it is the exclusive bargaining representative, the FOP, which seeks to enforce §1607(a)(2).

¹¹ *LiUNA Local 1029 v. State of Delaware, DSCYF*, ULP 20-04-1227, IX PERB 8267, 8276 (7/10/20); *affirmed* by PERB, IX PERB 8291 (9/18/20).

objection to either the procedural or substantive grievability of the matter. *Fraternal Order of Police, Lodge No. 5 v. New Castle County*, ULP 17-07-1109, IX PERB 6967, 6971 (12/4/17).

Where the exclusive bargaining representative is precluded from representing the interests of the bargaining unit in the enforcement and application of the terms of the collective bargaining agreement, that failure to abide by the negotiated grievance procedure interferes with the rights of public employees to engage in concerted activities for mutual aid and protection. It also interferes with the rights of bargaining unit members to grieve through representatives of their choosing. This action violates 19 Del. C. §1607(a)(1) and (a) (2).

Finally, the Town’s assertion that the grievance could not be heard at Step 3 by the Mayor and Council because it involved a confidential personnel matter “... which cannot be discussed with other employees or at a public hearing” is without basis in law. Employees have the statutory right to engage in concerted activities for the purpose of mutual aid and protection. 19 Del. C. §1603(3). Further, the Delaware Freedom of Information Act¹² provides an explicit exception to its open meetings provision for public bodies such as the Town Council of Georgetown for personnel matters and matters involving employees:

§ 10004. Open meetings.

- (a) Every meeting of all public bodies shall be open to the public except those closed pursuant to subsections (b), (c), (d) and (h) of this section.
- (b) A public body may call for an executive session closed to the public pursuant to subsections (c) and (e) of this section, but only for the following purposes:
 - ...
 - (8) The hearing of employee disciplinary or dismissal cases unless the employee requests a public hearing;

¹² 29 Del. C. Chapter 100.

- (9) Personnel matters in which the names, competency and abilities of individual employees or students are discussed, unless the employee or student requests that such a meeting be open.

The parties negotiated and agreed that the Mayor and Council would be the final step of their grievance procedure. It is the Mayor who signed the collective bargaining agreement and who has ultimate authority, with the Council, to determine whether that agreement has been violated, misinterpreted, or misapplied. The FOP is entitled under the terms of the agreement to pursue a grievance through the three step grievance process.

CONCLUSIONS OF LAW

1. The Town of Georgetown, Delaware is a public employer within the meaning of §1602(1) of the Police Officers and Firefighters Employment Relations Act. 19 Del. C. Chapter 16.

2. The Georgetown Police Department Fraternal Order of Police is an employee organization within the meaning of 19 Del. C. §1602(g).

3. The FOP is the exclusive bargaining representative of a bargaining unit of Georgetown Police Officers at and below the rank of Captain.

4. The merits of the grievance filed on behalf of a terminated employee are not properly before the PERB. Whether the termination violated the terms of the parties' negotiated collective bargaining agreement is subject to resolution through their grievance procedure which is set forth in Article 5 of that agreement.

5. When the Town failed or refused to respond to a FOP representative concerning the employment status of a bargaining unit employee and directly advised the employee that the question of his employment status was "a personnel matter and not an FOP matter", it interfered with the right of that employee to be represented by his exclusive bargaining representative and also interfered with the rights and responsibilities of the FOP as the

exclusive bargaining representative in violation of 19 Del. C. §1607(a)(1) and (a)(2).

6. Consistent with the foregoing opinion and findings, it is determined that the Town's conduct in failing and refusing to process a grievance through the negotiated three-step procedure interfered with, restrained or coerced bargaining employees in the exercise of their right to grieve through representatives of their choosing and to be represented by that exclusive bargaining representative, in violation of 19 Del. C. §1607(a)(1).

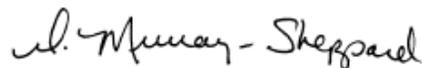
7. Consistent with the foregoing opinion and findings, it is also determined that the Town's conduct in failing and refusing to acknowledge the FOP as the exclusive bargaining representative of the bargaining unit of Georgetown Police Officers when it filed a grievance on behalf of a police officer interfered with the formation, existence or administration of the labor organization and its obligation to represent bargaining unit employees without discrimination, in violation of 19 Del. C. §1607(a)(2).

WHEREFORE, the Town of Georgetown is hereby ordered to take the following affirmative actions:

- I. Cease and desist from:
 - a. Engaging in conduct which tends to interfere with, restrain or coerce any employee in or because of the exercise of any right guaranteed under the Police Officers and Firefighters Employment Relations Act.
 - b. Engaging in conduct which tends to dominate or interfere with the existence or administration of the FOP as the exclusive bargaining representative of the Town of Georgetown Police Officers.

IT IS SO ORDERED.

DATE: October 14, 2021



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