STATE OF DELAWARE

PUBLIC EMPLOYMENT RELATIONS BOARD

Appoquinimink Education Association, DSEA/NEA	)	
Charging Party,	)	
v.	)	**ULP No. 98-09-243**
Appoquinimink School District,	)	
Respondent	)	

INTERIM DECISION: REQUEST FOR PRELIMINARY INJUNCTIVE RELIEF

The Appoquinimink Education Association, DSEA/NEA (hereinafter "Association") is an employee organization within the meaning of 14 Del.C. Section 4002(h) and the exclusive bargaining representative of the Appoquinimink School District's certificated classroom teachers, within the meaning of 14 Del.C. Section 4002(i). The Appoquinimink School district (hereinafter "District") is a public school employer within the meaning of 14 Del.C. Section 4002(n).

On September 28, 1998, the Association filed an unfair labor practice charge alleging conduct by the District in violation of the Public School Employment Relations Act, 14 Del.C. Ch. 40, (hereinafter "the Act"), specifically Sections 4007 (a)(1), (2) and (5). Included in the remedy sought by the Association is a request for preliminary injunctive relief, pending resolution of the unfair labor practice charge on its merits.

It is established Delaware law that a successful request for preliminary injunctive relief must satisfy two requirements. Firstly, the charging party must establish that there is a reasonable probability that it will ultimately prevail on the merits of the dispute; and second, it will suffer irreparable injury if its request for injunctive relief is denied. Gimbel v. Signal Companies, Inc., Del.Ch., 316 A.2d 599 (1974). Failure to establish either element precludes the granting of the

requested relief. New Castle County Vocational Technical Education Association v. New Castle County Vocational Technical School District, Del.PERB, ULP No. 85-05-025 (June 28, 1988).

In the absence of alleged irreparable harm other than the impact of the diminution of the disability benefit upon two former employees, the Association's request for broad preliminary relief in the form of an order returning the parties to the status quo under the 1993-96 Agreement is denied.

With regard to the two former employees receiving a disability benefit, an expedited hearing will be scheduled for the limited purpose of determining whether, based upon the standard set forth above, the status of the disability benefit should be returned to the status quo as it existed under the 1993-96 terms of the Agreement until the unfair labor practice is finally resolved

October 30, 1998	/s/Charles D. Long
(Date)	Charles D. Long, Executive Director