

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

<b>AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 81, LOCALS 867 AND 2888,</b>	:	
	:	
	:	
Charging Parties,	:	<b>Unfair Labor Practice Charge</b>
	:	<b><u>No. 24-07-1426</u></b>
	:	
v.	:	<b>ORDER OF DISMISSAL</b>
	:	
<b>DELAWARE STATE UNIVERSITY,</b>	:	
	:	
Respondent.	:	

**APPEARANCES**

*Lance Geren, Esq., O'Donoghue & O'Donoghue LLP, for the AAUP*  
*James D. Taylor, Jr., Esq. and Carolyn A. Pellegrini, Esq., Saul Ewing Arnstein*  
*and Lehr LLP, for DSU*

1. Delaware State University (“the University”) is a public employer within the meaning of §1302(p) of the Public Employment Relations Act, 19 Del. C. Chapter 13 (“PERA”).

2. The American Federation of State, County and Municipal Employees, AFL-CIO, Council 81 (“AFSCME”) is an employee organization within the meaning of 19 *Del. C.* §1302(i). AFSCME, through its affiliated Local 867, is the exclusive bargaining representative of the unit of Patrol Officers, Corporals and Sergeants employed by the University. DOL Case 506. AFSCME Local 867 and the University are parties to a collective bargaining agreement with a term of July 1, 2019 through June 30, 2023. This Agreement remained in effect at all times relevant to this Charge.

3. Through its affiliated Local 2888, AFSCME is the exclusive bargaining representative of the unit of Security Officers employed by the University. DOL Case 61. AFSCME Local 2888 and the University are parties to a collective bargaining agreement with a term of July 1, 2015 through June 30, 2018, which was extended by agreement of the parties through June 30, 2023. This Agreement remained in effect at all times relevant to this Charge.

4. Collectively AFSCME Council 81 and Locals 867 and 2888 shall be referred to as “Charging Parties”.

5. On or about July 26, 2024, the Charging Parties filed an unfair labor practice charge (“Charge”) with the Public Employment Relations Board (PERB) alleging conduct by the University in violation of 19 Del. C. §1307(a)(1) and (a)(5).<sup>1</sup> The Charge alleged the University failed or refused to implement or comply with a final and binding arbitration award which directed the University to pay time and one-half (in addition to straight time) for all hours worked during the State of Emergency between January 3 and March 1, 2022.

6. Prior to filing an Answer to the Charge, the parties engaged in settlement discussions and on September 6, 2024, jointly requested the Charge be held in abeyance in order to allow the parties to finalize an agreement in principle which had been reached.

7. By email dated October 14, 2024, the Charging Parties notified the Public Employment Relations Board that the backpay award was issued during the preceding payroll period. Charging Parties requested to withdraw this Charge.

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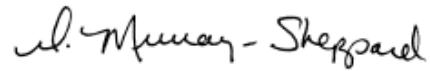
<sup>1</sup> 19 Del. C. §1307(a) It is an unfair labor practice for a public employer or its designated representative to do any of the following:

- (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.

**WHEREFORE**, this unfair labor practice charge is hereby dismissed, as the underlying dispute was resolved.

**IT IS SO ORDERED.**

DATE: October 15, 2024



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