

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

<b>FRATERNAL ORDER OF POLICE, LODGE NO. 7,</b>	:	
	:	
Charging Party,	:	
	:	<b><u>ULP No. 17-08-1117</u></b>
v.	:	
	:	<b>Decision on the Merits</b>
<b>UNIVERSITY OF DELAWARE,</b>	:	<b>and Order of Dismissal</b>
	:	
Respondent.	:	

**APPEARANCES**

*Jeffrey M. Weiner, Esq., for Fraternal Order of Police Lodge No. 7*  
*Robert C. Nagle, Esq., and E. Chaney Hall, Fox Rothschild LLP, for the*  
*University of Delaware*

**BACKGROUND**

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

Fraternal Order of Police Lodge No. 7 (“FOP”) is an employee organization within the meaning of §1602(f) of the POFERA and is the exclusive bargaining representative of the unit of sworn University police officers holding the ranks of Police Officer through Sergeant, within the meaning of 19 Del.C. §1602(g).

The FOP and the University are parties to a current collective bargaining agreement which has a term of July 1, 2016 through June 30, 2019.

On August 15, 2017, the FOP filed an unfair labor practice charge (“Charge”) alleging conduct by the University in violation of 19 Del.C. §1607(a)(3) and/or (a)(5).<sup>1</sup> The Charge was amended on August 29, 2017. The Charge alleges the University violated the statute and its good-faith obligations by implementing a unilateral change, without negotiation, in the Call-In, On-Call/Standby, which the FOP asserts is a mandatory subject of bargaining.

On September 8, 2017, the University filed its Answer denying that it engaged in conduct in violation of §1607(a)(3) and/or (a)(5). The Answer included New Matter, asserting the Charge fails to state a claim for which relief can be granted under the POFERA; that the FOP has failed to exhaust its administrative remedies; and that the Charge should be deferred to arbitration because it concerns a violation of the collective bargaining agreement.

On September 18, 2017, the FOP filed its Answer to Respondent’s New Matter admitting to some facts, but denying the defenses and new matter set forth by the University.

On December 27, 2017, a Probable Cause Determination was issued finding the pleadings were sufficient to establish probable cause to believe that an unfair labor practice in violation of 19 Del.C. §1607(a)(3) and/or (a)(5) may have occurred.

---

<sup>1</sup> 19 Del.C. §1607, Unfair Labor Practices

- (a) It is an unfair labor practice for a public employer or its designated representative to do any of the following:
  - (3) Encourage or discourage membership in any employee organization by discrimination in regard to hiring, tenure or other terms and conditions of employment.
  - (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.

A hearing was conducted on February 5, 2018, and the record closed following receipt of written argument submitted by the parties.

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

### **FACTS**

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

The University of Delaware Police Department employees approximately 75 full time employees, 50 part-time employees and 50 students. There are approximately 28 police officers who are assigned to Patrol Divisions, and approximately 12 officers who are assigned to “inside” assignments, including Community Resources, Criminal Investigations and Administrative Services units.

Article VIII of the parties’ 2016-2019 collective bargaining agreement states, in relevant part:

**Section 4.** Call-in Pay – An employee reporting to work at his/her assigned campus at the employer’s request for emergency duty for work which the employee was not notified in advance and which is not contiguous with the employee’s work shift shall be paid a minimum of four (4) hours’ pay or actual time worked at the appropriate rate, whichever is greater...

**Section 10.** Outside Employment – Subject to the approval of the Chief, employees covered by this Agreement may engage in outside employment which does not interfere with the employees’ performance of their duties, including overtime or mandatory special events, and which does not involve University property, facilities, equipment, authority or name.

Mandatory special events are those designated by the Chief and include graduation, homecoming and night football games. Employees covered by the Agreement shall be required to work such mandatory events unless excused by the Chief for exigent reasons. If

an employee was given approved vacation for a day which is a mandatory event, it will not normally be cancelled unless the mandatory event is caused by an emergency.

The University of Delaware Police Department operates according to a set of General Orders, which may be modified at the discretion of the Chief. When a General Order is changed, it is customarily sent out through the UDPD's electronic messaging system to each officer. Officers are instructed to review the modified order and to acknowledge having received it.

General Order 2, Personnel Administration, includes subsection 2:2.7, Operational Necessity, which states:

On occasion, the operational demands on Departmental *[sic]* require personnel to work when they are scheduled off. The following are examples of situations in which Departmental personnel may be required to work:

A. Staffing Large Events

Certain scheduled events require a large number of Departmental employees to work. These events include but are not limited to:

1. Move-in Weekend
2. Football Games
3. Homecoming Weekend
4. Spring Commencement
5. Alumni Weekend

1. In order to ensure that these large events are adequately staffed, uniformed employees not on shift the day of the event will be required to work unless any of the following circumstances occur:

- a. The event has been fully staffed by employees who volunteered to work the event.
- b. The Chief of Police or the employee's Division Commander has excused them from working the event.

2. Depending on the needs of the event and daily Department operations, employees on shift the day of the event may be

required to adjust their assignment to assist with event staffing.

- B. Extreme Weather and Other Emergencies ...
- C. Critical Incidents requiring additional staffing needs
- D. A supervisor may require any employee to work past their scheduled time off when minimum staffing requirements are not satisfactory, when there is an expectation that additional personnel is needed or when there is a need to call-in specialized personnel....

Prior to July, 2017, extra duty assignments (i.e., university sponsored functions and events which required more security than can be provided by the regular police patrols) were staffed by officers who volunteered to work the assignments. All extra duty assignments are overtime opportunities for police officers. Officers could either be off-duty and/or could request to take paid leave (vacation or compensatory leave) for their assigned patrol shift in order to work the extra duty assignment as overtime. Police officers who were on patrol duty could also be reassigned from their normal duties to cover understaffed events, and, at times, were directed to alter their regular start and end times of their shifts to do so. When officers were taken off patrol to cover extra duty assignments, it could and sometimes did create a safety concern for officers and the community, particularly when minimum manning levels could not be maintained on the affected patrol shift. The Chief testified he had similar safety concerns when extra duty assignments had to be short-staffed because of a lack of volunteers.

The largest demand for extra duty assignments is on Friday and Saturday evenings during the two primary academic semesters. Approximately three to four years ago, the command staff began scheduling officers who were not assigned to the Patrol Division (i.e., those assigned to Community Resources, Criminal Investigations, and Administrative Services) to work and supplement the patrol squads on weekends. At least one of these

officers is assigned to work every weekend. The Chief of Police described the assignment of the “inside staff” to cover weekends, without refute, as follows:

... [T]wo of them are required to work in teams every Friday night and Saturday night, so what they would do is on Friday they would adjust their hours. Instead of working their normal day shift, they would adjust and work late and to compensate them for Saturday, they would take a day off during the week, either Monday through Thursday they’d take a day off and they’d work Saturday night. What was happening with these officers frequently is when people didn’t sign up for the extra duty assignments on the weekend, they were the first point of default, so we would go to them and say, hey, no one signed up for whatever event it was. Can you take comp. time or vacation time now that you’ve been scheduled to work this evening shift and work it? So therefore what was happening is we were never supplementing Patrol and we were constantly, like Sergeant Smith talked about earlier ... we were constantly at minimum staffing and from a business perspective and from an officer’s safety perspective it’s just not efficient. In some circumstances we were either teetering on or below minimum staffing for Patrol and we were teetering on or below minimum staffing for what was established for the [extra duty] event. ...

So from a business perspective, that’s not good and from an officer’s safety perspective, that’s not good. So as a result of this ongoing pattern I met with my command staff and said guys, we can’t do this anymore. I said I need you to come up with a system to address this problem... *Testimony of Chief Ogden, TR. p. 62-63.*

The assignment of officers assigned from the “inside staff” to supplement weekend patrol squads was not negotiated between the University and FOP Lodge 7.

On July 25, 2017, a Sergeant’s Retreat was held at which the Lt. Ferrill, the Patrol Division Commander, presented the concept of creating an extra duty calendar. FOP Vice President Sgt. Smith attended the meeting. Following the meeting, informal minutes were distributed to all UDPD staff which memorialized Lt. Ferrill’s presentation:

To prevent shortages on extra duty assignments and on patrol, all police officers will be expected to be on standby for extra duty events on the weekends. The standby schedule

will be left to the sergeants to delegate and should require each officer to be on standby for 3 weekends<sup>2</sup> a year (not including Dec-Jan or Mid-June-Aug). Officers will be notified at least a week in advance if they will be expected to staff an event on their standby weekend. Other suggestions on how to improve extra duty staffing is *[sic]* encouraged. *FOP Exhibit 7.*

On the afternoon of August 22, 2017, Lt. Maier, Special Units Division Commander, provided to FOP President Slater a document entitled: “Extra Duty Calendar Sign Up Notes for FOP President Slater to assist with membership discussion at FOP meeting scheduled for 8/22/17.” President Slater testified the purpose of this document was to aid him in explaining the new procedure to FOP members at the general membership meeting that evening. The document stated:

This memorandum should not be considered as an official policy, and should only be viewed as a guideline for understanding the extra duty calendar process.

The attached forms can be used by all departmental personnel to sign up for the required weekends. For the fall of 2017, each officer is required to sign up for one weekend, which consists of Friday, Saturday, and Sunday. For non-patrol personnel the dates will not coincide with Special Units Patrol (which was previously called Patrol Supplement).

Officers on their assigned weekend will receive an email as close to Monday morning as possible from the Special Units Division Commander (or designee) stating the following:

- 1) If extra duty position(s) are still open, the officers listed on the extra duty calendar for that day will be asked to fill those positions. If no one is willing to volunteer, the Special Units Division Commander will assign the position(s) at random. This will be accomplished using the website random.org, where the Special Units Division Commander will enter the names of the three officers into the randomizer, which will then select the officer that will be assigned to the position(s).
- 2) If there are no open extra duty positions as of Monday,

---

<sup>2</sup> This was later reduced to two (2) weekends per year.

then an email will be sent to the officer(s) listed on the extra duty calendar for that day, releasing them from the extra duty assignment. After that email an officer will not be assigned to work and the positions will be covered on a voluntary bases. Please note, this in no way prevents the Department from requiring officers to work unforeseen or unplanned events that present themselves during this period, which is in line with current practice.

With regard to taking time off (VAC, CO, or Shift Adjustment) to work extra duty during your assigned shift hours, this will be considered on a case by case basis, but will need to be approved by the officer's respective unit commander.

When signing up, officers have the ability to swap or trade dates so long as it is agreed upon by both officers. Should an unforeseen situation or set of circumstances create an issue or conflict for the officer assigned on the extra duty calendar, such as an urgent family matter, illness/injury, or other special circumstances, the officer is encouraged to contact the Special Units Division Commander through their chain of command to seek remedy. This Special Units Division Commander will continue, as in the past, to work with the officer(s) in an attempt to mitigate the situation. This assignment system is not meant to discourage officers from signing up for overtime at any time of the year. *FOP Exhibit 16, p. 13*

On August 30, 2017, Lt. Ferrill sent the Extra Duty Sign Up Sheets for both the Fall and Spring 2017 semesters to the patrol and special unit supervisors. Fourteen weekends were identified on each of the sign up sheets, seven of which were to be covered by Squads A and B (on the weekends these squads were not scheduled for patrol duties), and seven of which were to be covered by Squads C and D (on the weekends these squads were not scheduled for patrol duties), in each semester. The following instruction was provided:

I have attached the extra duty sign-up sheet. For the purpose of sign ups, there are seven officers attached to each patrol squad (names are on the attached sheet). There are two tabs on the bottom of the spreadsheet, please make sure that they are both filled out. This equates to one officer from each

squad signing up once a semester. It does not matter if officers work out among themselves the weekends they choose. As an example, if an officer signs up for two weekends during one semester and none during the other semester that is ok as long as it has been worked out between the officers. At no time should an officer be required to sign up for more than two weekends throughout the year. If officers choose to work out among themselves coverage switches of a day on any weekend, that is up to them and at a squad level. Please send the sheet around based on seniority, and have the Fall semester sign ups completed by Monday 09/04 by 0800 hrs. If your squad has not completed the Extra Duty sign-ups, it will be completed for your squad in a random fashion and you will be notified of the assignments. *FOP Exhibit 9.*

By letter dated September 1, 2017, President Slater advised the Chief of Police that, "... without prejudice to the pending ULP<sup>3</sup>, FOP #7 has advised its member to sign up for the required weekends regarding the Extra Duty Sign Up Sheet while awaiting the eventual decision from PERB." *FOP Exhibit 12.* President Slater also sent an email communication directly to bargaining unit members advising them to "... comply with the Administration's request and not place anyone at risk of insubordination." He also reminded members that any officers who chose not to voluntarily sign up would be automatically assigned to the unfilled dates. *FOP Exhibit 11.*

During the 2017 Fall Semester, there were only four weekends during which the assigned officers were required to cover extra duty assignments, with a total of eight officers affected.

### **ISSUE**

WHETHER THE UNIVERSITY OF DELAWARE INTERFERED WITH THE PROTECTED RIGHTS OF BARGAINING UNIT EMPLOYEES AND/OR VIOLATED

---

<sup>3</sup> Unfair Labor Practice Charge

ITS DUTY TO BARGAIN IN GOOD FAITH BY IMPLEMENTING A UNILATERAL CHANGE IN A MANDATORY SUBJECT OF BARGAINING CONCERNING THE STAFFING OF EXTRA DUTY ASSIGNMENTS IN VIOLATION OF 19 DEL.C. §1607 (A)(3) AND/OR (A)(5).

### **DISCUSSION**

FOP Lodge 7 bears the ultimate burden of proving its Charge by a preponderance of the evidence presented. A violation of 19 Del.C. §1607(a)(3) requires that the employer engaged in conduct which was intended to encourage or discourage membership in the union by discrimination in regard to hiring, tenure or other terms and conditions of employment. The record is devoid of evidence which establishes that the University engaged in any action which encouraged or discouraged membership in any employee organization. Consequently, the allegation that the University violated 19 Del.C. §1607(a)(3) is dismissed.

The issue raised by this charge is not whether the change in the policy violated the parties' collective bargaining agreement, but whether it constituted a unilateral change in the status quo of a mandatory subject of bargaining, sufficient to constitute a violation of the POFERA. This Board has employed a sequential analysis to determine whether an employer has unilaterally violated its duty to bargain in good faith:

- Does the alleged change concern a mandatory subject of bargaining?
- Was there, in fact, a change made from the status quo?
- Was the duty to negotiate the issue superseded by an intervening event or circumstance?
- Was the union provided with a reasonable opportunity to negotiate the proposed change prior to implementation; was the change, in fact, negotiated; or did the union waive its right to negotiate? *AFSCME Local 962 v. Red Clay Consolidated School District*, ULP 09-11-715, VII PERB 5171, 5185

(2011).

Because this is a sequential analysis, a “no” answer to any of the questions renders consideration of any subsequent questions unnecessary. In order to sustain its charge, the FOP must establish that the alleged change involved a mandatory subject of bargaining and then that a change occurred in the status quo.

There is no dispute that, effective Fall Semester, 2017, the University created a new system to insure extra duty assignments on weekends during the fall and spring semesters would be adequately staffed without compromising the safety and integrity of the normal patrol operations. This change, however, only violates the University’s duty to bargain in good faith if the requirement to sign up for two weekends a year to work an extra duty assignment in the event there are insufficient volunteers to meet operational need, is a mandatory subject of bargaining.

The POFERA requires the public employer and the certified bargaining representative to negotiate with respect to terms and conditions of employment which are defined to mean, “... matters concerning or related to wages, salaries, hours, grievance procedure and working conditions.” 19 Del.C. §1602(n). The Public Employment Relations Board has held “working conditions” are broader than physical working conditions, and is a condition which:

... relates generally to the job itself; i.e., to circumstances involving the performance of responsibilities for which one is compensated or the opportunity and qualifications necessary to perform work required of those employees who are members of the certified bargaining unit.<sup>4</sup>

It is difficult to determine from the pleadings precisely how the FOP alleges the terms and conditions of bargaining unit employees have been impacted by the change in

---

<sup>4</sup> *Smyrna Educators’ Association v. Bd. of Education*, D.S. 89-10-046, I PERB 475, 487 (1990).

the process by which police officers may be required to work an extra duty assignment. There is no dispute that the Chief of Police had and continues to have the authority to require officers to work when they are not scheduled to be on duty in order to meet operational demands. GO 2:2.7 lists a number of examples of situations in which an officer may be required to work, but contrary to the FOP's assertion, it does not indicate this is an exhaustive list. The FOP's attempt to equate the "Large Events" listed in GO 2:2.7(A) with the list of "mandatory special events" found in Article VIII, Section 10, of the collective bargaining agreement is an apples and oranges comparison, and is unpersuasive. The list found in the collective bargaining agreement under "Outside Employment" places a limitation on an officer's ability to work an outside job which would interfere with his or her ability to work the annual "all hands" assignments of graduation, homecoming and night football games. This language does not impact or restrict the University's ability to assign officers.

The statute does not limit the employer from restructuring the assignment of work and/or the number of employees on a shift to reduce or eliminate the need for officers to work overtime. Parties may negotiate the method by which overtime is offered to bargaining unit employees. Where they have chosen to do so, enforcement of that agreement is through the negotiated grievance procedure.

FOP Lodge 7 alleges the University committed an unfair labor practice by implementing a change in Call-In, On-Call/Standby without negotiating, mediating and, if necessary, resolving by binding interest arbitration, in violation of the duty to bargain in good faith found in 19 Del.C. §1607(a)(5). "Call-In Pay" is defined and described in Section 4 of Article VIII of the parties' collective bargaining agreement. This negotiated provision establishes how an employee will be paid who is called in to work "for

emergency duty for work which the employee was not notified in advance”. This provision does not limit or circumscribe the University’s ability to call employees in to work; it simply establishes how employees who are so directed to report for emergency duty will be compensated. There is nothing in the charge which alleges that this provision has been violated; if there was, it would be subject to resolution under the negotiated grievance procedure. This alleged change does not involve emergency duty. In fact, the officers who are scheduled to be available on any particular weekend are notified by not later than the Tuesday prior to the weekend as to whether they will be required to work, well in advance of emergency notification which triggers Call-In compensation.

Similarly, Section 10 of Article VIII, Outside Employment, addresses the Chief’s designation of mandatory special events, which “include graduation, homecoming, and night football games”. When the Chief designates a “mandatory special event”, “employees covered by this Agreement shall be required to work such mandatory events unless excused by the Chief for exigent reasons.” In applying this provision, the chief is limited to cancelling previously approved vacation leave, “unless the mandatory event is caused by an emergency.” This contractual provision does not limit the Chief’s discretion and it does reinforce the obligation of the employees to work when mandated. Again, a violation of this provision would be subject to resolution under the negotiated grievance procedure.

The University is not required to engage in collective bargaining on matters of inherent managerial policy, “... which include, but are not limited to, such areas of discretion or policy as the functions and programs of the public employer, its standards of services, overall budget, utilization of technology, the organizational structure and the staffing levels, selection and direction of personnel.” 19 Del.C. §1605. The determination

and assignment of officers to extra duty assignments is a permissive subject of bargaining, pursuant to the employer's authority to determine its standards of service, organizational structure, staffing levels, and selection and direction of personnel.

The ultimate question here is whether the direction that each officer sign up for two weekends a year to be available to work an extra duty assignment in the event there are insufficient volunteers to meet operational need relates primarily to the selection, direction and assignment of officers or whether the impact of this direction primarily impacts terms and conditions of employment.<sup>5</sup> There is no allegation in this charge that officers have lost the ability to volunteer to cover extra duty assignments, nor is there an allegation that officers who are required to work overtime for extra duty assignments on their assigned weekend or who are called back in to work are not being paid consistent with the negotiated collective bargaining agreement.

In fact, the FOP argues by analogy that it must be a mandatory subject of bargaining based on prior PERB decisions. It is well established in practice before this Board that decisions concerning the scope of negotiability of any particular issue must turn on the facts existing in the given workplace, at the time presented, and the specific context and content of the alleged change or provision. This Board's finding that a rule mandating when police officers are to wear protective vests is a mandatory subject of bargaining<sup>6</sup> is inapplicable to this case. There is no evidentiary support for the assertion that this change is analogous to a unilateral change in benefits<sup>7</sup> or that the change implemented by the University affected matters concerning or related to compensation.

---

<sup>5</sup> *Capital Educators Assn. v. Bd. of Education*, DS 87-04-012, V PERB 3401, 3405 (1987)

<sup>6</sup> *FOP Lodge 15 v. City of Dover*, ULP 98-08-241, III PERB 1855, 1866 (1999)

<sup>7</sup> *FOP Lodge 1 v. City of Wilmington*, ULP 10-12-782, VII PERB 4943, 4945 (2011)

The change in the sign-up process for potentially being assigned to work an extra duty assignment in this case is also not similar to the stand-by policy which was determined to be a mandatory subject of bargaining in *COAD v. DOC* (ULP 12-08-871, VIII PERB 5785, (2013)). That charge concerned a unilateral change by the employer in its stand-by policy which unilaterally stopped the reimbursement of employees for travel expenses when required to report to a correctional facility:

... It is clear that a policy change which deprives employees of reimbursement for travel expenses incurred in the normal course of their job duties or revocation of the option to use an employer-owned vehicle to perform those duties has a direct and negative economic impact on the affected employees. Prior to the July 1, 2012 implementation of the new policy, Mechanics who were called back for purposes of responding to emergency maintenance calls while on assigned stand-by duty did so without incurring travel costs.

Reporting when directed while on stand-by duty is clearly distinguishable from the obligation to report to work for a regular, scheduled shift. Employees can coordinate carpools, join a van pool, catch a bus, or be dropped off and picked up when they are reporting to work on a regular established schedule with a defined start and end time, e.g., a regularly scheduled shift. Options are much more limited when an employee is on stand-by and may be called to report at irregular, unscheduled and unanticipated times outside of a regularly scheduled shift. Testimony established that call-backs typically occur between 3:00 p.m. and 7:00 a.m. and vary widely in frequency and duration of required response.

The change in policy changes the conditions of employment for Mechanics. Besides the economic impact, PPTMT's were required as of July 1, 2012, to secure personal transportation to respond to emergency calls while assigned to stand-by duty. The policy change requires Mechanics (who may previously have used a State vehicle) to secure an alternative transportation method to be available at unpredictable times for indeterminate periods of time.

In the present case, officers who know at the beginning of the semester which weekend they may be required to work an extra duty assignments are notified at least four days in advance as to whether they are, in fact, scheduled to work. This is not analogous to stand-

by as addressed in the *COAD* decision.

There are also no facts alleged or proven in this case which are similar to the impact that requiring officers to wear a pager and remain within pager range or to officers who must restrict their off duty activities without compensation due to stand-by status, as were addressed in the two Pennsylvania Labor Relations Board cases cited by the FOP.<sup>8</sup>

The record in this case is not sufficient to establish that the policy change implemented by the University in September, 2017, constituted a unilateral change in the terms and conditions of the officers' employment. For the reasons stated above, the charge is dismissed.

### **CONCLUSIONS OF LAW**

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

2. Fraternal Order of Police Lodge No. 7 ("FOP") is an employee organization within the meaning of §1602(f) of the POFERA and is the exclusive bargaining representative of the unit of sworn University police officers holding the ranks of Police Officer through Sergeant, within the meaning of 19 Del.C. §1602(g).

3. The FOP and the University are parties to a current collective bargaining agreement which has a term of July 1, 2016 through June 30, 2019.

4. The record is insufficient to support a finding that the University

---

<sup>8</sup> *Douglas Township Police Dept. v. Douglas Township*, PF-C-02-70-E, 34, PPER ¶131, 2003 WL 26073011 (2003); *Bensalem Township Police Benevolent Assn. v. Bensalem Township*, PF-C-03-150-E, 36 PPER ¶19, 2005 WL 6716517 (2005).

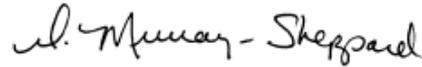
encouraged or discouraged membership in an employee organization in regard to hiring, tenure or other terms and conditions of employment. Therefore, the charge that the University engaged in conduct in violation of 19 Del.C. §1607(a)(3) is dismissed.

5. The record also fails to establish that by requiring UD Police Officers represented by FOP 7 to sign up to be available for two weekends each academic year to work a single extra duty assignment in the event that there were insufficient volunteers to cover an assignment violates the University's duty to bargain in good faith and 19 Del.C. §1607(a)(5).

WHEREFORE, this Charge is dismissed in its entirety.

**IT IS SO ORDERED.**

DATE: August 14, 2018



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