

# **Collective Bargaining Agreement**

**between**

**University of Delaware**

**and**

**Fraternal Order of Police Lodge # 7,  
University of Delaware Chapter**

**Effective July 1, 2022 - June 30, 2025**

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between University of Delaware  
and the Fraternal Order of Police Lodge No. 7,  
University of Delaware Chapter**

Effective July 1, 2022  
June 30, 2025

This Agreement is made and entered into effective the 1<sup>st</sup> day of July, 2022, by and between the University of Delaware (hereinafter referred to as the "University"), and the Fraternal Order of Police Lodge No. 7, University of Delaware Chapter (hereinafter referred to as "Lodge").

Questions? Contact:

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**-OR-**

**Patrick A. Ogden**

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## **ARTICLE I AGREEMENT**

This Agreement is made and entered into effective this 1<sup>st</sup> day of July, 2022, by and between the University of Delaware (hereinafter referred to as the "University"), and the Fraternal Order of Police Lodge No. 7, University of Delaware Chapter (hereinafter referred to as "Lodge").

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the employer and the employees covered hereby, to insure true collective bargaining, and to establish proper standards of wages, hours, working conditions and other conditions of employment.

Should any conflict exist between the provisions specifically set forth in this Agreement and policies and procedures of the University, the provisions of this Agreement shall be controlling.

## **ARTICLE II RECOGNITION**

**Section 1.** The University recognizes the Fraternal Order of Police Lodge No. 7 as the sole and exclusive bargaining representative as certified by the Delaware Department of Labor, in respect to matters concerning wages, salaries, hours, vacations, sick leave, grievance procedures, and other terms and conditions of employment as specifically set forth in this Agreement, for all employees of the University in the collective bargaining unit designated by that certification.

**Section 2.** Those persons employed by the University of Delaware as sworn police officers are covered by this collective bargaining agreement. Members of the unit include the following ranks: Police Officer, Master Police Officer, Corporal, Master Corporal and Sergeant.

## ARTICLE III MANAGEMENT RIGHTS

**Section 1.** Except as expressly modified or restricted by a specific provision or provisions of this Agreement, all managerial and administrative prerogatives and functions are retained and vested exclusively in the University, in accordance with its sole and exclusive judgment and discretion to: Manage and direct the work of employees; to demote, reprimand, suspend, discharge or otherwise discipline employees (without diminishing any rights provided by state law); to hire, promote and determine qualifications of employees; to assign and direct their work; to transfer, layoff, recall to work and retire employees; to set standards of productivity and the services to be rendered; to add or subtract shifts, as needed; to maintain the efficiency of operations; to determine the personnel, methods and means by which such operations are conducted; to determine the number and types of employees required; to assign such work to employees in accordance with the needs of the Employer as determined by the Employer and without regard to whether or not they are represented; to determine employee job duties; to promote or layoff employees by seniority with consideration only of their skills and abilities; to set the hours and shifts to be worked; to subcontract or contract out work covered by this Agreement; to control and regulate the use of facilities, equipment and other property of the Employer; to introduce new or improved equipment and operational methods; to determine the number, location and operation of departments, divisions and all other units of the Employer; to issue, amend or revise policies, rules, regulations and practices necessary to carry out these and all other managerial and administrative prerogatives; and to take whatever action that is otherwise necessary in the Employer's judgment and discretion to administer the business and direct the Employer's employees. The Employer's failure to exercise any prerogative or function in a particular way shall not be considered a waiver of the Employer's right to exercise such prerogative or function or preclude it from exercising the same in some other way, not in conflict with the express provisions of this Agreement.

**Section 2.** The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.



## **ARTICLE IV**

### **LODGE RIGHTS, MEMBERSHIP AND DUES**

**Section 1.** During the term of this Agreement, the University agrees to deduct monthly membership dues, proportionally each pay period, from the salaries due all members who individually and voluntarily give the University written authorization to do so on the "Authorization of Payroll Deduction of Membership Dues" supplied by the Lodge. The University shall not deduct membership dues from any employee who has not provided the University with a signed authorization to withhold and remit membership dues. The Lodge assumes the responsibility to obtain and deliver to the University said written authorization, or notices of revocation. The University shall forward such dues for the previous month's salaries on or before the tenth day of each month to the Treasurer of the Lodge at an address furnished in writing to the University by the Lodge. The Lodge agrees to release and discharge the University of Delaware, its officers, agents, and employees from any and all liability whatsoever arising as a result of dues deduction. The Lodge assumes full responsibility for the disposition of monies once they have been remitted to the Treasurer of the Lodge as set forth above. The Lodge shall indemnify and hold University harmless from any liability incurred herein including attorney fees.

**Section 2.** All employees shall have the right to join or refrain from joining the Lodge. Notwithstanding the above, such member on an annual basis may terminate his/her membership by written notice to the Lodge and to the University within the thirty (30) calendar day period preceding each July 1.

**Section 3.** The Lodge, its officers, and members shall not engage in union activities, hold meetings on University property, or utilize university facilities in any way that interferes with or interrupts normal University operations or the obligations and duties of bargaining unit members as employees.

**Section 4.** The Lodge may request use of University space and facilities for proper activities related to its position as the recognized representative of the full-time voting members. Such request shall not be unreasonably denied. The Lodge shall pay reasonable costs for the use of space, facilities, and equipment if necessary. Typically this will amount to one evening per month, however, during periods of increased activity, such as preparing for negotiations, the frequency of meetings may increase to two (2) to three (3) meetings per month.

**Section, 5.** The Lodge shall be entitled to reasonable use of campus postal system, in accordance with University procedures. The Lodge agrees to limit its use of material directly related to its function as collective bargaining agent, and agrees further that the material it distributes by campus mail will not violate reasonable standards of propriety with respect to the language employed.

**Section 6.** The University agrees to provide one (1) bulletin board to be utilized solely by the Lodge to post notices relating to Lodge business in the Newark Campus headquarters where it will be visible to all members of the unit regardless of assignment. Material placed on the Bulletin Board shall be signed by a union official and a copy shall be provided to the Chief of Police. Said material shall not be inflammatory nor shall it be derogatory to the University, its employees or students.

**Section 7.** The University agrees to provide, at no cost to the Lodge or its members, a complete copy of this Agreement for all members.

**Section 8.** The University agrees to make available to each new member a copy of this Agreement and a copy of the "Authorization of Payroll Deduction of Membership Dues" form.

**Section 9.** The University agrees to allow members of the Lodge to use vacation leave to prepare for and attend local, state and national meetings of the FOP provided that it is scheduled in accordance with Department Vacation schedules.

**Section 10.** When an employee is hired into a position covered by this Agreement, the Lodge shall be permitted thirty (30) minutes to meet with the employee as part of the employee's orientation in order to explain the contract provisions.

**Section 11.** The bargaining unit will be provided with ten (10) days release time in a contract year. The release time would be available for such events as the State or National FOP Conference Training or other FOP functions but would not be available to use to attend local FOP monthly meetings. The FOP may carry over up to five (5) unused release days for a total of fifteen (15) days in any year.

## ARTICLE V STRIKES AND LOCKOUTS

**Section 1.** The Lodge recognizes Delaware Law as it relates to strikes and lockouts. The Lodge and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and legal means without interruption of the department services. The Lodge, therefore, agrees that neither it nor any of its officers, agents, employees, or members will instigate, engage in, support or condone any strike, sympathy strike, slow down, picketing or hand billing directed against the University, work stoppage, or other concerted refusal to perform work by any employee in the bargaining unit during the life of this Agreement. The University agrees that there shall be no lockout during the life of this Agreement.

## ARTICLE VI GRIEVANCE PROCEDURE

Should an employee or the Lodge assert that a violation of the Agreement has occurred, they must utilize the following procedure to adjudicate the matter.

A grievance is defined as a claim that a term or provision of the Agreement has been violated. If an employee asserts a grievance, he/she shall discuss the matter informally with the supervisor.

**Step 1:** If the issue is not resolved informally, then the matter shall be reduced to writing and submitted to the Chief within fifteen (15) calendar days of the occurrence giving rise to the grievance or from when the grievant knew or should have known of the event giving rise to the grievance. The written grievance, which will not be considered unless signed by an FOP representative shall state the action alleged to violate the contract, the contract provision violated and the relief requested. The Chief or designee shall meet with the grievant and a Lodge representative within five (5) calendar days. The Chief or designee shall respond to the grievance in writing within five (5) calendar days.

**Step 2:** Upon receipt of the Step 1 answer, or at the expiration of the time for receiving the Step 1 answer, the grievant shall have ten (10) calendar days to appeal the answer in writing to the Director of Employee and Labor Relations. Upon receipt of the appeal, the Director of Employee and Labor Relations or his designee shall meet with the grievant and a Lodge representative within fifteen (15) calendar days. He shall provide a written answer to the appeal within five (5) calendar days of the meeting.

**Step 3:** Within twenty (20) calendar days of receipt of the Step 2 answer or upon the expiration of the time for receiving the Step 2 answer, the Lodge may appeal the matter to arbitration by sending written notification to the Director of Employee and Labor Relations of its intent to proceed to arbitration. If the parties cannot agree on the selection of an arbitrator

within ten (10) calendar days thereafter, then the Lodge shall file a written request for arbitration with the American Arbitration Association in Philadelphia in accordance with its rules for voluntary labor arbitration.

The costs of the Association's fees and of the arbitrator shall be divided between the University and the Lodge. The arbitrator shall have access to all written statements and documents pertaining to the appeal. The grievant may be represented at arbitration by an FOP representative of his choice.

In no event shall the arbitrator have any authority to modify, amend, or alter any terms or conditions of this Agreement and the arbitrator shall be bound by any submission or stipulation jointly agreed upon by the parties. The arbitrator's decision shall be final and binding upon the parties.

Failure of the grievant or Lodge to file an appeal within the time limits of these provisions shall constitute a final and binding resolution of the grievance; however, the parties may mutually agree to extend the time limits herein.

A grievance by the Lodge alleging that its rights under the contract have been violated shall be filed at Step 2.

The grievant and a Lodge representative shall have the right to attend all Step meetings conducted herein.

## ARTICLE VII BENEFITS AND LEAVES OF ABSENCE

**Section 1.** The University shall provide for employees and retirees covered herein the same benefits, including but not limited to health insurance, vacation, sick leave, etc., provided for salaried employees and retirees under the same terms, conditions and co-pays as provided to salaried employees. This shall include any changes to, deletions or additions to the benefits provided by the University to salaried staff

**Section 2. Jury Duty** - The University will grant leaves of absence with pay from work in conjunction with University policy to employees for time spent on jury duty. Night shift employees called to jury duty who normally would not be expected to work while on jury duty shall be similarly compensated. Employees who are dismissed from jury duty or released as witnesses will be expected to return to work for the balance of their scheduled workday.

**Section 3. Bereavement Leave** - The University will provide a member with five (5) days leave for the death of an immediate family member as administered and defined by the University. One day leave will be granted for the death of a non-immediate family member as administered and defined by the University. The University, based upon unusual circumstances, may grant additional time for travel time to services or an employee may utilize vacation in conjunction with bereavement leave. An employee who is already on a paid or unpaid leave during the death of a relative will not receive bereavement leave. A paid leave, for purposes of this provision, shall include long term illness/disability, long-term sick leave, holiday leave, and workers' compensation disability. It shall not include vacation leave and regular sick leave.

**Section 4. Leave of Absence** - An employee desiring a personal leave of absence without pay for personal, urgent and compelling reasons must complete and sign a personal leave of absence request form and submit it

to the appropriate supervisor for approval by the Chief of Police. Personnel on leaves of absence without pay may continue health care coverage at their own expense, even though the University paid for their benefits while actively employed. All requests to continue health care insurance coverage will be subject to the legal and contractual provisions of the programs. University shall have complete discretion to grant or deny leave. The University will not unreasonably deny requests.

**Section 5.** The University will provide a tuition remission program for individuals covered under this agreement and their respective families and dependents. A total of two family members, including dependent children and the spouse of a member, may each take seventeen (17) credit hours at no charge if enrolled as a full time matriculated undergraduate student. This benefit shall apply to seventeen (17) credit hours in one semester and may not be divided between semesters. Students who enroll at the University as a result of the tuition remission program shall not be counted for purposes of calculating the maximum ratio in any University enrollment cap. Students who enroll under this program shall be eligible for University housing on a space-available basis after considering the needs of enrolled students paying regular tuition.

Bargaining unit member's family or dependents may enroll in two academic credit courses without payment of fees during each semester and each summer and winter session. Enrollment in academic credit courses involved with study trips or enrollment in non-credit courses will be permitted only if such enrollment does not displace a paying student from the class or add appreciable costs to the University.

The parties agree that the benefit clauses described in section 5 herein are identical to such educational benefit and course fee waivers provided by the University to all non-exempt employees. The parties agree that these benefits are subject to change, alteration or elimination by the University without bargaining with the FOP provided such change applies to all similarly situated salaried employees.



**Section 6. Mandatory Retirement** - Officers employed by the University as of July 1, 2022, shall be required to retire after attaining either, (i) thirty (30) years of service as a UD police officer or (ii) age sixty-two (62), whichever occurs first. Officers hired after July 1, 2022, shall be required to retire after attaining either (i) thirty (30) years of service as a UD police officer or (ii) age sixty (60), whichever occurs first.

**Section 7. University-Sponsored Benefits** - Employees who retire after twenty-five (25) years of service but who have not reached age fifty-five (55) will receive the same University sponsored benefits as Employees who retire with thirty (30) years of service.

**Section 8. Workers' Compensation / Light Duty Assignments** - Whenever a University of Delaware police officer covered by this Agreement qualifies for workers' compensation disability benefits, such officer, shall, to the extent consistent with care and treatment to the officers' injury, be offered full time modified duty as determined by the Chief of Police for a reasonable period of time (subject to a maximum of four (4) officers at any time) from the date of injury which results in workers' compensation disability benefits. If the officer is unable to return to regular duty after three (3) months, full time modified duty may be extended on a month to month basis, in the discretion of the Chief of Police.

**Section 9. On-the-Job Injury** - In the case of an accidental injury to an employee covered under this Collective Bargaining Agreement which occurs while on the job and is covered by Worker's Compensation Insurance, the University shall guarantee 100% of the injured employee's salary for up to six (6) months that the employee is absent from work under a licensed physician's care. In each situation where the employee must be absent from work because of an on-the-job injury beyond the initial six (6) month period, the University, after reviewing the employee's case, may at its discretion grant an extension of the

employee's 100% pay for an additional period of time not to exceed an additional 6 months.

**Section 10. Seniority.** - For all matters involving seniority between two or more employees covered under this agreement, seniority shall be established as follows:

1. Compare the rank of the employees involved, the higher ranked officer will have seniority. The seniority order shall be Sergeant, Master Corporal, and all other ranks.
2. If the employees being compared are either both Sergeants or both Master Corporals:
  - a. The employee with the earlier date of appointment to that rank will have seniority.
  - b. If the date of appointment to that rank is the same, the employee with the earlier date of hire as a police officer will have seniority.
3. If the employees being compared are of the all other ranks (Corporal, Master Police Officer, Police Officer, Recruit):
  - a. The employee with the earlier date of hire as a University of Delaware police officer will have seniority.
4. If the date of hire as a police officer or date of appointment to rank is the same between employees involved, the employee with the lower IBM number will have seniority.

**ARTICLE VIII  
OVERTIME AND SPECIALTY PAY**

**Section 1. Overtime** - Except as modified by Article XIV, Employees will be paid time and one-half for all hours worked in excess of forty (40) hours per week. The employee may request that he/she be permitted to substitute compensatory time for the overtime pay provided it does not exceed the maximum compensation time set by the department. Requests may be denied by the Department. If the request is granted, compensatory time must be used and scheduled in accordance with Department Policy.

**Section 2. Court Time** - Where an employee's duties require him/her to testify in Court during non-working time, the employee will be paid the greater of three (3) hours of pay or actual time worked at the appropriate rate of pay. Said minimum shall count towards hours worked. This guarantee is not intended to reduce an employee's normal work week.

**Section 3. Shift Differential** - An annual differential will be provided to various employees according to the below schedule:

Patrol - \$2,000

Criminal Investigations Unit - \$1,000

Community Resource Unit (except those working fixed day shift) - \$1,000

Student Program Coordinator - \$2,000

Administrative Services Unit - \$667

Auxiliary Operations Unit - \$1,000

For the purposes of this section, "day shift" shall be defined as any shifts beginning between 0500 hours and 1200 hours.

Should an employee only qualify for differential for part of the year, the shift differential shall be pro-rated.

**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 5. Holidays** - Recognized holidays with pay are as follows:

- |   |                             |
|---|-----------------------------|
| New Year's Day (Jan. 1)                                   | Thanksgiving Day (Nov.)     |
| Martin Luther King Day (Jan.)                             | Friday following            |
| Memorial Day (May)  | Thanksgiving Day (Nov.)     |
| Independence Day (July 4th)                               | December 24                 |
| Labor Day (September)                                     | Christmas Day (December 25) |
| General Election Day (Nov. during<br>even numbered years) | December 26                 |

In addition to these days, the University will grant members of the Lodge any "special holiday" as determined by the administration of the University.

To be eligible for Holiday Pay, the employee, unless excused by the University, must work his last scheduled workday before the Holiday and his first scheduled workday after the Holiday. In addition, the employee must work the Holiday if scheduled.

The Holiday shall be the actual day of the Holiday, weekends notwithstanding. Should an employee's shift begin at 11:00 p.m., the shift wherein the majority of hours fall within the Holiday shall be considered the Holiday shift. All members covered under this agreement assigned to the rotating patrol schedule shall be paid holiday pay on the actual day of the holiday as mentioned above. All members covered under this Agreement assigned to a week-day administrative assignment shall be paid holiday pay for the date the University recognizes the holiday.

Employees who are not scheduled to work on the Holiday shall receive eight (8) hours of pay for the Holiday. Employees who work on the Holiday shall receive double time for the hours worked. This provision is effective upon ratification.

**Section 6. Military Leave** - Military Leave shall meet the requirements of state and federal law. Employees in the National Guard or Reserve shall be paid for two-week annual duty as per University policy. Employees must provide a copy of their orders to the Department as soon as received.

**Section 7. Uniforms** - The University will provide employees with uniforms and will continue to provide any cleaning of same. The University will replace damaged or worn out uniforms as needed.

**Section 8. Liability Insurance** - The University acknowledges that employees are covered by University Insurance for acts performed within the scope of their employment.

**Section 9. Personal Protection Equipment** - The University will provide the members of the Unit with all personal protective equipment including but not limited to soft body armor, police baton and chemical or defensive spray. Soft body armor would be replaced as per Department policy. The Department agrees to meet and discuss with the Lodge concerning development or modification of this policy.

**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.

**Section 11.** The University will replace damaged or worn-out shoes as needed.

**Section 12.** Officers who exit the Academy after June 30, 2008 shall be required to have a Bachelor's Degree in order to be eligible for promotion to Sergeant.

**Section 13.** Detectives will receive an annual clothing allowance of \$600 or \$50 per month for each month they hold the position.

**Section 14.** Each Swat Team member will receive an annual allowance of \$600 or \$50 per month for each month of such service.

**Section 15.** Each K-9 Team member will receive an annual allowance of \$600 or \$50 per month for each month of such service.

**Section 16.** Where an employee reports to work for an event for an outside group, the employee will be guaranteed a minimum of 1.5 hours of work or pay in lieu thereof.

**Section 17.** Provided information is submitted to payroll in a timely fashion, unless unfeasible, overtime and "pay job" compensation will be paid in the next pay cycle.

**Section 18. Extra Duty Stipends** - Each DRE, CNT and Police Medic shall receive an annual allowance of \$600 (or \$50 per month) for each month of such service.

**Section 19. FTO Stipend** - Field Training Officers (FTO) shall receive a non-pensionable additional hourly payment of \$1.75 per hour for actual hours worked as a field training officer. This additional compensation does not count as part of an employee's base pay and shall not be used in the calculation of any overtime rate of pay.

## **ARTICLE IX TRANSFERS AND REASSIGNMENTS**

**Section 1.** A transfer shall be a change in shift assignment, a change in divisional assignment, or a change in geographic assignment. For purposes of this Article, the following sites shall be considered as separate geographic assignment: Newark Campus, Wilmington and Lewes.

**Section 2.** A temporary transfer shall be for two (2) weeks or less. A permanent transfer shall be for greater than (2) weeks.

**Section 3.** The University may make temporary transfers for operational purposes and shall provide such notice as is feasible. The employee, during the period of temporary transfer, shall not suffer a reduction in his/her regular rate of pay.

**Section 4.** Unless otherwise agreed to by the officer and the Department, at the end of a temporary transfer, the officer will return to his/her previous assignment.

**Section 5.** In cases of a permanent transfer, the employee will be given two (2) weeks' notice of such change.

**Section 6.** Where the Chief of Police or his designee designates an employee as an acting supervisor, and where the employee serves in that acting supervisor capacity for fifteen (15) consecutive calendar days or more, the employee will be paid the minimum salary for the acting rank back to the first day of the assignment.

**Section 7.** (a) Except as provided herein, for units other than patrol, the Department will provide employees with twenty-four (24) hours' notice of a change in schedule herein.



(b) Said notice will not apply when the change is due to an emergency, operational necessity or when the employee agrees to the change.

(c) Where 24 hours' notice is not given, except for reasons listed in (b) above, the employee will be paid time and one-half (1-1/2) for hours which fall outside of the original shift.

**ARTICLE X**  
**TOTALITY OF AGREEMENT**

The parties, for the lifetime of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any matter specifically addressed in this Agreement, provided that this shall not prevent the parties from altering or amending this Agreement upon mutual consent.

**ARTICLE XI  
PRECEDENCE OF LAWS**

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties hereto.

## **ARTICLE XII SAFETY AND HEALTH**

**Section 1.** The University agrees to continue to make reasonable provisions for the safety and health of bargaining unit members in pursuant of their University-recognized professional responsibilities while conducting departmental business or in lawful performance of their duties.

No employee will be required to work a patrol or overtime assignment without a working radio equipped with a shoulder microphone.

**Section 2.** The parties recognize the importance and necessity for all officers to be physically fit. In an effort to ensure such fitness is achieved, the Department has implemented a comprehensive medical and physical fitness program. The existing program is described in Appendix A. Employees are permitted to perform physical fitness activities during their meal period.

**Section 3.** Officers who achieve the 60th percentile or higher on the annual fitness test will receive a lump sum payment of \$250.00.

**ARTICLE XIII**  
**NON-DISCRIMINATION**

The University and the Union agree that neither race, color, religion, sex, national nor ethnic origin, age, handicapped, nor veteran status shall be used for discrimination in any of the employment practices and the administration of policies and practices affecting employees.

## ARTICLE XIV WAGES

Minimum wage rates are set forth herein in Article XVI. Except as provided in article XVI, wages, including starting rate, shall not increase except by agreement between the parties.

**Section 1.** The University and the Union agree that the University has adopted a work period in accordance with Section 7(k) of the Fair Labor Standards Act ("FLSA") and the University's overtime pay obligations shall be in accordance with Section 7(k), 29 U.S.C. §207(k).

**Section 2.** The payment of overtime to any officer in a manner more generous than that required by FLSA Section 7(k) shall not be construed as a waiver by the University of its adoption of a Section 7(k) work period arrangement for purposes of the University's obligations under the Fair Labor Standards Act.

**Section 3.** The FOP and the University agree that due to varying responsibilities and duties, it is necessary for covered employees in different units to work a variety of shift schedules. These schedules include, but are not limited to:

- a. "traditional" forty (40) hour work week comprised of five (5) consecutive eight (8) hour shifts on weekdays,
- b. flexible schedules totaling forty (40) scheduled hours per week, and
- c. a fixed rotation schedule totaling one hundred and sixty-one (161) hours in a twenty-eight (28) day period comprised of shifts of eleven and one-half (11.5) hours of paid time inclusive of a one-half (1/2) hour paid meal period plus an additional one-half (1/2) hour unpaid meal period.

**Section 4.** The FOP and the University acknowledge that the above described fixed rotation schedule comprised of shifts that constitute

eleven and one half (11.5) hours of paid time, results in employees assigned to this schedule being regularly scheduled for two-thousand and ninety-three (2093) hours per year, in excess of two-thousand and eighty (2080) hours per year worked by employees on a forty (40) hour per week schedule. The parties agree that, to account for the additional thirteen (13) hours, all employees working this schedule shall be credited with compensatory time as follows:

Thirteen (13) hours of compensatory time will be credited to employees on June 30th after the implementation of the schedule and every June 30<sup>th</sup> thereafter. Employees who transfer to different shift schedules throughout the year will have their thirteen hour compensatory time allotment appropriately pro-rated.

**Section 5.** The parties agree that the premium rate of time and one-half the employee's regular base rate of pay shall be paid for all duty hours performed in excess of the employee's regularly scheduled shift on a daily basis, regardless of an employee's assigned schedule.

This shall constitute a modification of Article VIII, Section I.

**Section 6.** The FOP and the University agree that as long as employees are working the shifts specified in this Agreement which constitute a twenty-eight (28) day rotation the parties agree that overtime would be paid to officers for all hours worked in excess of one hundred sixty-one (161) hours in a twenty-eight (28) day rotation or in excess of the regularly-scheduled shift on a daily basis.

**ARTICLE XV**  
**DURATION**

This Agreement shall extend from July 1, 2022 through June 30, 2025. Either party desiring to modify, amend or terminate the Agreement shall give to the other party one hundred twenty days' written notification of its intent to do so prior to June 30, 2025. Failure to give such notice will cause the Agreement to be extended for one (1) year and from year to year thereafter if no subsequent, timely notice is given.



## ARTICLE XVI SALARIES

1. Effective July 1, 2022, all employees shall have their annual base salary set according to the salary scale contained in Appendix A, based on their rank and years of service completed as of July 1, 2022.
2. Effective January 1, 2023, all employees shall move on to the next step for Years of Service on the salary scale contained in Appendix A.
3. Effective July 1, 2023, all employees will remain at their step set on January 1, 2023, and have their salaries set to that step on Appendix B.
4. Effective January 1, 2024, all employees shall move on to the next step for Years of Service on the salary scale contained in Appendix B.
5. Effective July 1, 2024, all employees will remain at their step set on January 1, 2024, and have their salaries set to that step on Appendix C.
6. Effective January 1, 2025, all employees shall move on to the next step for Years of Service on the salary scale contained in Appendix C.
7. If an employee is elevated, promoted, decreased, or demoted in rank during the duration of this collective bargaining agreement, their salary shall be set by the new rank at their current step.
8. For all salary assignments, only time served as a University of Delaware Police officer shall apply.
9. Effective July 1, 2022, the rank of Recruit shall not be reflected on the salary scale. The University, at its sole discretion, may set total wage compensation for Recruits, provided that such compensation shall not exceed the total wage compensation for a first year Police Officer.

*(See Appendix attached hereto)*

[SIGNATURE PAGE FOLLOWS]

For the University

*Chief Patrick A. Ogle*

08/11/2022

Date

For the FOP

*J. [Signature]*  
PRESIDENT FOP #17  
08/11/2022

Date

December 19, 2016

Jeffrey Weiner, Esq.  
1332 King Street  
Wilmington, DE 19081

Re: University of Delaware / FOP Lodge No. 7 – Fitness Program

Dear Jeff:

This will confirm the discussions concerning the fitness program during negotiations for a collective bargaining agreement to replace the CBA expiring on June 30, 2016. While the University reserves all rights to maintain, update or change the terms and conditions of the fitness program as a management right, it has agreed to the following limitations through June 30, 2019:

1. The Cooper Institute standards shall be utilized during the term of this Agreement the annual fitness test shall be conducted indoors at the Cardio-Kenetics Facility located at 52 North Chapel Street in Newark, Delaware. The running portion of the fitness test shall be comprised of the “duration test” or the “VO2 test” on a treadmill in lieu of the outdoor run used in previous years. The push up and sit up portions of the test shall remain the same.

2. For the first evaluation period following ratification of the CBA, the passing score shall be the 20<sup>th</sup> percentile for all officers, and the 30<sup>th</sup> percentile for officers assigned to SWAT in each of the following categories of the fitness test: treadmill VO2 or duration test, push-ups and sit-ups. The vertical jump and 300 meter sprint will be eliminated and replaced with flexibility and grip strength evaluations.

3. Effective June 30, 2018, the Chief of Police may increase the passing score in any or all categories by up to ten (10) points. The Chief will provide sixty (60) days' notice to the FOP of such change.

4. During the term of this Agreement, should the Chief consider other changes to the requirements of the Fitness Program, the Chief will meet and confer with the FOP leadership concerning any such changes. However, the Chief's decision shall be final and binding.

5. The financial awards associated with achieving the various degrees of proficiency as set forth in Article XII Safety and Health shall continue, as will the existing framework for remedial or disciplinary action in such cases where an officer does not pass the fitness test.

Sincerely,

/s/

Robert C. Nagle, Esq.

December 20, 2016

Jeffrey Weiner, Esq.  
1332 King Street  
Wilmington, DE 19081

**Re: U/D and FOP Lodge #7**  
**Fitness Program and Mandatory Retirement**

Dear Jeff:

This letter will confirm that the University Fitness Policy, referenced in my attached letter to you dated December 19, 2016, applies to all sworn officers of the Department.

Correspondingly, Article VII, Section 6, pertaining to mandatory retirement for officers in the bargaining unit represented by FOP Lodge 7, shall apply equally to the sworn members of the Command Staff whom are not covered by the CBA. Should either of these policies not be maintained for all sworn officers, that policy would not be applicable to the bargaining unit.

Sincerely,

Robert C. Nagle

RCN:mb

December 14, 2019

Gary McLhinney (via email at [gary@mclhinneyconsulting.com](mailto:gary@mclhinneyconsulting.com))

Re: University of Delaware / FOP Lodge No. 7 – Implementation of Drug Testing Protocol

Dear Gary:

This will confirm our agreement reached in negotiations that the FOP will meet with the Chief and members of the Command Staff to develop a random drug testing procedure for officers, with an anticipated implementation date no later than January 1, 2021

Sincerely,

/s/

Robert C. Nagle, Esq.

Side Letter Agreement:

July 13, 2022

Gary McLhinney

Re: University of Delaware/FOP Lodge No. 7- Implementation of  
Mandatory Vaccine and Testing Protocol

Dear Gary,

This letter will confirm our agreement reached in negotiations that if the University determines, based on the existence of a pandemic or other public health emergency as determined by the Centers for Disease Control and/or the Governor of the State of Delaware, that requiring vaccines, testing or similar measures for employees is necessary to protect the safety of University students and employees, the University can also require members of the bargaining unit to submit to such testing, vaccines or similar measures, provided the University allows reasonable accommodations, including for religious and/or medical reasons, as required by applicable law.

Sincerely,

/s/

Robert C. Nagle, Esq.

7/1/2022

Appendix A					
<u>Years of Service</u>	<u>Police Officer</u>	<u>Master Police Officer</u>	<u>Corporal</u>	<u>Master Corporal</u>	<u>Sergeant</u>
0	\$58,320				
1	\$59,195	\$62,640	\$66,960		
2	\$60,083	\$63,580	\$67,964		
3	\$60,984	\$64,533	\$68,984		
4	\$61,899	\$65,501	\$70,019	\$72,360	
5	\$62,827	\$66,484	\$71,069	\$73,445	\$79,920
6	\$63,770	\$67,481	\$72,135	\$74,547	\$81,119
7	\$64,726	\$68,493	\$73,217	\$75,665	\$82,336
8	\$65,697	\$69,521	\$74,315	\$76,800	\$83,571
9	\$66,683	\$70,563	\$75,430	\$77,952	\$84,824
10	\$67,683	\$71,622	\$76,561	\$79,122	\$86,097
11	\$68,698	\$72,696	\$77,710	\$80,308	\$87,388
12	\$69,728	\$73,787	\$78,875	\$81,513	\$88,699
13	\$70,774	\$74,894	\$80,059	\$82,736	\$90,029
14	\$71,836	\$76,017	\$81,259	\$83,977	\$91,380
15	\$72,914	\$77,157	\$82,478	\$85,236	\$92,750
16	\$74,007	\$78,315	\$83,716	\$86,515	\$94,142
17	\$75,117	\$79,489	\$84,971	\$87,813	\$95,554
18	\$76,244	\$80,682	\$86,246	\$89,130	\$96,987
19	\$77,388	\$81,892	\$87,540	\$90,467	\$98,442
20	\$78,549	\$83,120	\$88,853	\$91,824	\$99,919
21	\$79,727	\$84,367	\$90,185	\$93,201	\$101,417
22	\$80,923	\$85,633	\$91,538	\$94,599	\$102,939
23	\$82,137	\$86,917	\$92,911	\$96,018	\$104,483
24	\$83,369	\$88,221	\$94,305	\$97,458	\$106,050
25	\$84,619	\$89,544	\$95,720	\$98,920	\$107,641



7/1/2023

**Appendix B**

<u>Years of Service</u>	<u>Police Officer</u>	<u>Master Police Officer</u>	<u>Corporal</u>	<u>Master Corporal</u>	<u>Sergeant</u>
0	\$60,653				
1	\$61,563	\$65,146	\$69,638		
2	\$62,486	\$66,123	\$70,683		
3	\$63,423	\$67,115	\$71,743		
4	\$64,375	\$68,121	\$72,819	\$75,254	
5	\$65,340	\$69,143	\$73,912	\$76,383	\$83,117
6	\$66,320	\$70,180	\$75,020	\$77,529	\$84,364
7	\$67,315	\$71,233	\$76,146	\$78,692	\$85,629
8	\$68,325	\$72,302	\$77,288	\$79,872	\$86,913
9	\$69,350	\$73,386	\$78,447	\$81,070	\$88,217
10	\$70,390	\$74,487	\$79,624	\$82,286	\$89,540
11	\$71,446	\$75,604	\$80,818	\$83,521	\$90,884
12	\$72,518	\$76,738	\$82,030	\$84,774	\$92,247
13	\$73,605	\$77,889	\$83,261	\$86,045	\$93,630
14	\$74,709	\$79,058	\$84,510	\$87,336	\$95,035
15	\$75,830	\$80,243	\$85,777	\$88,646	\$96,460
16	\$76,968	\$81,447	\$87,064	\$89,976	\$97,907
17	\$78,122	\$82,669	\$88,370	\$91,325	\$99,376
18	\$79,294	\$83,909	\$89,696	\$92,695	\$100,867
19	\$80,483	\$85,167	\$91,041	\$94,085	\$102,380
20	\$81,691	\$86,445	\$92,407	\$95,497	\$103,915
21	\$82,916	\$87,742	\$93,793	\$96,929	\$105,474
22	\$84,160	\$89,058	\$95,200	\$98,383	\$107,056
23	\$85,422	\$90,394	\$96,628	\$99,859	\$108,662
24	\$86,703	\$91,750	\$98,077	\$101,357	\$110,292
25	\$88,004	\$93,126	\$99,548	\$102,877	\$111,946

7/1/2024

Appendix C					
Years of Service	Police Officer	Master Police Officer	Corporal	Master Corporal	Sergeant
0	\$63,079				
1	\$64,025	\$67,752	\$72,424		
2	\$64,986	\$68,768	\$73,510		
3	\$65,960	\$69,800	\$74,613		
4	\$66,950	\$70,847	\$75,732	\$78,264	
5	\$67,954	\$71,909	\$76,868	\$79,438	\$86,442
6	\$68,973	\$72,988	\$78,021	\$80,630	\$87,738
7	\$70,008	\$74,083	\$79,191	\$81,839	\$89,054
8	\$71,058	\$75,194	\$80,379	\$83,067	\$90,390
9	\$72,124	\$76,322	\$81,585	\$84,313	\$91,746
10	\$73,206	\$77,467	\$82,808	\$85,577	\$93,122
11	\$74,304	\$78,629	\$84,050	\$86,861	\$94,519
12	\$75,419	\$79,808	\$85,311	\$88,164	\$95,937
13	\$76,550	\$81,005	\$86,591	\$89,486	\$97,376
14	\$77,698	\$82,220	\$87,890	\$90,829	\$98,837
15	\$78,864	\$83,454	\$89,208	\$92,191	\$100,319
16	\$80,046	\$84,706	\$90,546	\$93,574	\$101,824
17	\$81,247	\$85,976	\$91,904	\$94,978	\$103,351
18	\$82,466	\$87,266	\$93,283	\$96,402	\$104,902
19	\$83,703	\$88,575	\$94,682	\$97,848	\$106,475
20	\$84,958	\$89,903	\$96,102	\$99,316	\$108,072
21	\$86,233	\$91,252	\$97,544	\$100,806	\$109,693
22	\$87,526	\$92,621	\$99,007	\$102,318	\$111,339
23	\$88,839	\$94,010	\$100,492	\$103,853	\$113,009
24	\$90,172	\$95,420	\$102,000	\$105,410	\$114,704
25	\$91,524	\$96,851	\$103,530	\$106,992	\$116,424