



**CITY OF NEWARK
DELAWARE**

**Memorandum of Understanding Between
The City of Newark
And
AFSCME Local 3919**

Due to the unique situation caused by the pandemic involving COVID-19 and associated Governor Declared State of Emergency, Article V, Pay Plan, Section 5.0 G is hereby modified with the following terms, effective April 27, 2020 and in effect during future health emergency related state of emergencies associated with COVID-19.

1. Field Manager for Electric Department will create designated teams of line workers and electricians who will be assigned to work alternating weeks of each pay period as generally outlined below:
 - A. Week 1: On-site. Designated team will work Monday through Wednesday and accrue twenty-four (24) hours of Pay Code 120 compensatory time. Employees will utilize sixteen (16) of the twenty-four (24) accrued hours on Thursday and Friday, and will be "on vacation". Employee will net eight (8) hours of Pay Code 120 compensatory time which will accrue.
 - B. Week 2: Off-site. Employee will work from home and shall be on stand-by during normal workday hours. Employees called in during regular workday hours during stand-by time will receive hour for hour Pay Code 120 compensatory time and will not receive emergency call-out pay.
 - C. Two (2) line workers will be on-call every week. On-call employees will report to the office on their regularly assigned week and the Thursday and Friday of their on-call week.
 - i. If an emergency on Thursday or Friday requires additional manpower beyond the two (2) on-call employees, the team that is "on vacation" will be the first to be called in. Employees who report in that are "on vacation" will be compensated according to the current contract's emergency call out provisions and will not receive Pay Code 120 compensatory time for these hours.
 - ii. If an emergency on Thursday or Friday requires additional manpower beyond the two (2) on-call employees and the team that is "on vacation" is not available, management will move on to employees working from home who shall report in to the office, and shall be compensated with regular time with hour for hour Pay Code 120 compensatory time, if during the work day.
 - D. After hours call-outs will be in accordance with the existing contract's emergency call-out procedure and employees will not receive additional Pay Code 120 compensatory time.
2. All four (4) water plant operators agree to: Donate any additional Pay Code 120 compensatory time accrued after the effective date of this memorandum and shall keep their current working schedule. The City of Newark agrees to not add temporary water operator support from other sections of AFSCME or the management team. The City of Newark will track the hours of Pay Code 120 compensatory time donated. In the event the City of Newark chooses to pay out accrued Pay Code 120 compensatory time, the water plant operators will be reimbursed for their donated time.

3. Field Manager for Public Works and Water Resources will create two (2) teams of fleet mechanics who will be assigned to work alternating weeks of each pay period as generally outlined below:
 - A. Week 1: On-site. Designated team will work their regular forty (40) hour work week and accrue hour for hour Pay Code 120 compensatory time for regular hours worked.
 - B. Week 2: Off-site. Employee will utilize sixteen (16) hours Pay Code 120 compensatory time and will be "on vacation". Employee will work from home for the remaining twenty-four (24) hours and be on stand-by. Vacation days shall be coordinated with the field manager to keep a minimum of one fleet mechanic on stand-by each day. Employee agrees to accrue eight (8) of the remaining twenty-four (24) hours and will donate sixteen (16) hours of Pay Code 120 compensatory time. Employees called in during stand-by time will receive hour for hour Pay Code 120 compensatory time and will not receive emergency call-out pay.
 - C. Fleet mechanics have the option to leave on Friday at noon, if work has been completed and is approved by the manager.
 - D. After-hours call-outs will be in accordance with the existing contract's emergency call-out procedure and employees will not receive additional Pay Code 120 compensatory time.
 - E. The City of Newark will track the hours of Pay Code 120 compensatory time donated. In the event the City of Newark chooses to pay out accrued Pay Code 120 compensatory time, the fleet mechanics will be reimbursed for their donated time.
4. Shopkeeper will be on-site Monday, Wednesday and Friday of each week and will accrue twenty-four (24) hours of Pay Code 120 compensatory time. Employee will be off on Tuesday and Thursday using accrued Pay Code 120 compensatory time and will be "on vacation".
 - A. Employee shall accrue a net of eight (8) hours of Pay Code 120 compensatory time each week.
 - B. After-hours call-outs and call-outs during regular hours on Tuesdays and Thursdays when the employee is using Pay Code 120 compensatory time will be in accordance with the existing contract's emergency call-out procedure and employee will not receive additional Pay Code 120 compensatory time.
 - C. Shopkeeper has the option to leave on Friday at noon, if work has been completed and is approved by the manager.
5. Pay Code 120 is defined as straight time compensatory accrual issued during a Governor declared State of Emergency.
 - A. The City of Newark has the option to pay out accrued Pay Code 120 compensatory time at any time if mutually agreed upon by the City of Newark and the employee.
 - B. Pay code 120 comp time will be allowed to accrue, uncapped.
 - C. This time will be tracked separately and will be visible to the employee.
 - D. Employees will retain all hours of Pay Code 120 compensatory time earned through the effective date of this memorandum.
6. This memorandum may be amended in the future upon mutual agreement between the City of Newark and AFSCME 3919.
7. The City of Newark agrees to allow AFSCME 3919 employees to carryover five (5) additional days of vacation into 2021 as of the effective date of this memorandum. The City of Newark also agrees to allow for an additional carryover of two (2) more vacation days for every additional month the COVID-19 related state of emergency is in place after May 15, 2020. There are seven and one-half (7.5) months left in 2020 after May 15th, therefore the maximum carryover (should the state of

emergency last through December 21, 2020) would be 20 days of vacation carryover.

8. Nothing in this agreement changes the City of Newark's current plan to request the addition of a fifth water plant operator in FY 2021 as part of the budget process.
9. This agreement will be specific to the COVID-19 pandemic only. If there is a weather-related state of emergency during this state of emergency, the City of Newark will compensate under the plain language of the current AFSCME 3919 contract (1:1 for regular hours during the weather-related emergency).

AGREED:

For the Union



Travis Uhde
President



Date

For the City



Thomas Coleman
City Manager



Devan Hardin
Chief Human Resources Officer

