



**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 January 11, 2021 and in effect during future health emergency related state of emergencies associated with COVID-19. This MOU replaces the MOU dated April 27<sup>th</sup>, 2020.

The goal of this MOU is to offer employees of AFSCME 3919 the opportunity to sell back benefit time accrued and unused due to the COVID-19 pandemic in exchange for schedule modifications to increase employee availability and City productivity while also minimizing additional accrual of Pay Code 120 compensatory time, including Pay Code 122 donated time, through the end of Governor declared state of emergency.

1. The City will allow AFSCME 3919 employees who have accrued state of emergency related compensatory time to sell the compensatory time back to the City at their current wages as of December 29<sup>th</sup>, 2020. This time includes all accrued but unused hours coded under pay code 120, including time coded as regular compensatory time prior to the establishment of pay code 120. It is generally understood that hours coded as regular compensatory time were earned in the days between March 12<sup>th</sup> and April 5<sup>th</sup>. It also includes "donated" and tracked hours, Pay Code 122, as outlined in the April 27<sup>th</sup>, 2020 MOU for water plant operators and mechanics. Additionally:
  - A. Employee has discretion when deciding how many hours of Pay Code 120 they would like to sell back, if any.
  - B. All Pay Code 120 compensatory time accrued through December 27<sup>th</sup>, 2020 will be eligible for inclusion in payout.
  - C. Employee will provide direction on how many hours to sell back, in writing, on a form provided by the City by January 15<sup>th</sup>.
  - D. Council approval will be required for a budget amendment to authorize payouts under this MOU. If Council does not approve of the terms of this MOU, we will revert to the terms of the previously approved April 27<sup>th</sup>, 2020 MOU.
  - E. Payout will be on a separate check from regular paychecks.
  - F. Employees with established 457 plans will be eligible to roll payout into 457 up to annual contribution limits.
  
2. The City will allow AFSCME 3919 employees who were unable to use accrued vacation, personal days, or essential employee time due to the COVID-19 pandemic to sell back those hours at their current wages as of December 29<sup>th</sup>, 2020.
  - A. Employee has discretion when deciding how many hours of eligible benefit time they would like to sell back, if any.
  - B. All unused benefit time accrued through December 27<sup>th</sup>, 2020 will be eligible for inclusion in payout.
  - C. Employee will provide direction on how many hours to sell back from each category, in writing, on a form provided by the City by January 15<sup>th</sup>.

- D. Council approval will be required for a budget amendment to authorize payouts under this MOU. If Council does not approve of the terms of this MOU, we will revert back to the terms of the April 27<sup>th</sup>, 2020 MOU.
  - E. Payout will be on a separate check from regular paychecks.
  - F. Employees with established 457 plans will be eligible to roll payout into 457 up to annual contribution limits.
3. Field Manager for the 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 Friday and accrue hour for hour Pay Code 120 compensatory time for each hour worked of their regularly scheduled work week. Hours worked outside of the regular work week will be compensated under the normal overtime and emergency call-out provisions of the CBA.
  - B. Week 2: Off-site. Employee will use forty (40) hours of accrued pay code 120 time, or other benefit time (if a vacation was scheduled) to cover the week.
  - C. Employees called in during their off week (week 2 in the above example) will be compensated under the normal overtime and emergency call out provisions of the CBA.
  - D. Hours worked outside of the regular work week will be compensated under the normal overtime and emergency call-out provisions of the CBA and employees will not receive additional Pay Code 120 compensatory time.
  - E. If there is a holiday during an employee's "on-site" week (week 1 in the above example) the employee will accrue 8 fewer hours of Pay Code 120 compensatory time that week. In this situation an employee can use other benefit time to cover the shortage or work from home with the work from home date mutually scheduled between the employee and the field manager. Similarly, if there is a holiday during an employee's "off-site" week (week 2 in the above example) the employee will burn 8 fewer hours of Pay Code 120 compensatory time that week.
  - F. This schedule will be effective on January 18<sup>th</sup>, 2021.
4. All water plant operators will no longer accrue pay code 122 time (donated SOE time). The City of Newark agrees to not add temporary water operator support from other sections of AFSCME or the management team. Management reserves the right to temporarily staff or shut down the plants in emergency situations.
5. 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. Designated team will work Monday through Friday and accrue hour for hour Pay Code 120 compensatory time for each hour worked of their regularly scheduled work week. Hours worked outside of the regular work week will be compensated under the normal overtime and emergency call-out provisions of the CBA.
  - B. Week 2: Off-site. Employee will use forty (40) hours of accrued pay code 120 time, or other benefit time (if a vacation was scheduled) to cover the week.
  - C. Employees called in during their off week (week 2 in the above example) will be compensated under the normal overtime and emergency call out provisions of the CBA.
  - D. Hours worked outside of the regular work week will be compensated under the normal overtime and emergency call-out provisions of the CBA and employees will not receive additional Pay Code 120 compensatory time.
  - E. If there is a holiday during an employee's "on-site" week (week 1 in the above example) the employee will accrue 8 fewer hours of Pay Code 120 compensatory time that week.

In this situation an employee can use other benefit time to cover the shortage or work from home with the work from home date mutually scheduled between the employee and the field manager. Similarly, if there is a holiday during an employee's "off-site" week (week 2 in the above example) the employee will burn 8 fewer hours of Pay Code 120 compensatory time that week.

- F. This schedule will be effective on January 18<sup>th</sup>, 2021.
6. Field Manager for Electric Department will develop a schedule with the shopkeeper that achieves the goal of working 40 hours and burning 40-hours of pay code 120 time per pay period. Illustrative examples of such a schedule are below:
- A. Example 1:
    - i. Week 1: Report to work Monday, Wednesday, Friday and accrue hour for hour Pay Code 120 compensatory time for each hour worked of their regularly scheduled work week (24 hours). Burn Pay Code 120 time on Tuesday and Thursday (16 hours).
    - ii. Week 2: report to work Tuesday, Thursday and accrue hour for hour Pay Code 120 compensatory time for each hour worked of their regularly scheduled work week (16 hours). Burn pay code 120 time on Monday, Wednesday, Friday (24 hours).
  - B. Example 2:
    - i. Week 1: On-site. Shopkeeper will work Monday through Friday and accrue hour for hour Pay Code 120 compensatory time for each hour worked of their regularly scheduled work week.
    - ii. Week 2: Off-site. Employee will use forty (40) hours of accrued pay code 120 time, or other benefit time as needed to cover the week.
  - C. If the storekeeper is called in on one of his "burn" days, he will be compensated under the normal overtime and emergency call out provisions of the CBA and will not receive additional Pay Code 120 compensatory time.
  - D. Hours worked outside of the regular work week will be compensated under the normal overtime and emergency call-out provisions of the CBA and employees will not receive additional Pay Code 120 compensatory time.
  - E. If there is a holiday during an employee's "on-site" week (days where shopkeeper reports to work in above example 1 or week 1 in the above example 2) the employee will accrue 8 fewer hours of Pay Code 120 compensatory time that week. In this situation an employee can use other benefit time to cover the shortage or work from home with the work from home date mutually scheduled between the employee and the field manager. Similarly, if there is a holiday during an employee's "off-site" week (days when the shopkeeper would normally burn Pay Code 120 hours in the above example 1 or week 2 in the above example 2) the employee will burn 8 fewer hours of Pay Code 120 compensatory time that week.
  - F. This schedule will be effective on January 18<sup>th</sup>, 2021.
7. 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 Pay Code 120 compensatory time accrued (and unused vacation) after December 27<sup>th</sup>, 2020 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 that aren't paid out under the terms of this MOU.
8. The City of Newark agrees to continue to allow AFSCME 3919 employees to carryover additional vacation into 2022 at a rate of sixteen (16) hours of vacation for every additional month the COVID-19 related state of emergency is in place in 2021.
- A. There are twelve (12) months in 2021, therefore the maximum carryover, should the state of emergency last through December 31, 2021, would be 192 hours of vacation carryover beyond the carryover permitted under the existing CBA.
  - B. Employees will be required to reduce their supplemental carryover balance by a minimum of eighty (80) hours per year starting in 2022.
9. This memorandum may be amended in the future upon mutual agreement between the City of Newark and AFSCME 3919.
10. The City may roll back to the schedule outlined in the April 27th, 2020 MOU if, in their opinion, adequate service levels are not being met under the new schedules outlined in this MOU. This decision can be made on a department or division level basis and must be approved in writing by the City Manager, with at least two weeks' notice given to the union, in writing, ahead of the change.
11. Employees can work out individual schedules with their director if such a schedule helps address the service needs of their respective department and the agreement is in line with the spirit of the MOU. A potential example is electricians for meter disconnects.
12. AFSCME 3919 and the City agree to work together in good faith to develop objective, science-based guidelines around when to return to a regular work schedule. This MOU will be effective through the end of the Governor declared state of emergency unless the mutually agreed upon guidelines discussed herein have been met, at which point this MOU will cease except:
- A. Employees will retain benefit hours earned under the MOU.
  - B. The provisions around additional vacation carryover will continue until all employees have reduced their vacation balance back to the 80-hours allowed under the existing CBA.
13. 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


1/19/21

Date

For the City



Thomas Coleman  
City Manager



Devan Hardin  
Chief Human Resources Officer