

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 1st day of March 2021 by and between the City of Venice, (hereinafter referred to as "City") and the American Federation of State, County and Municipal Employees, Local 1718 (hereinafter referred to as "Union").

WHEREAS, the City and the Union have a collective bargaining agreement in place for the period October 1, 2019 to September 30, 2022; and

WHEREAS, that contract constitutes the status quo; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

Article 12, section 1 C will be deleted and replaced with:

Each employee shall be encouraged to take a total of at least two weeks vacation each calendar year, and shall be allowed to take at least two consecutive weeks of vacation during each year. Each supervisor may develop and post a vacation schedule as early as possible in the leave year. If City operations would suffer by scheduling all requests during a given period of time, a schedule will be worked out with all conflicts to be resolved by the application of employment seniority as defined in Article 5, Section 1. After vacations are posted, no changes shall be made unless mutually agreeable or an emergency arises. Employees shall be encouraged to take at least one-half of the number of hours they earn each year in actual time off. As an incentive to that end, they will be allowed to carry over/bank from one year to the next only a number of hours equal to the number they take in time off, but no greater than one-half of what was earned. Any time not taken or banked in this manner by the end of the pay check date in December which generates the last pay check date of each calendar year (subject to the provisions of paragraph F below), will be deleted without compensation. Any employee at risk of losing accrued time shall be given specific written notice of that status in this regard at least thirty (30) calendar days in advance of the last pay check date. One exception to the "use or lose" provision will be if an employee is hired after October 1st in any given year, then that employee is not required to take one half of the vacation accruals earned for the rest of that year. An employee in this situation will be allowed to carry over any accrued time into the next year, but will be required by the end of the last full pay check date of that year to take one-half of anything accrued, including the time carried over. A second exception to the "use or lose" provision will be that in extenuating circumstances, approved by the Director of Human Resources, employees will be allowed to use vacation time that would otherwise be lost before the end of February of the following calendar year. A third exception to the "use or lose" provision will be for vacation hours accrued in 2020 and 2021, due to COVID-19.

FOR CITY

Name

Date

FOR UNION



Name

3/02/21

Date