

LETTER OF AGREEMENT
CITY OF LONG BEACH AND LONG BEACH LIFEGUARD ASSOCIATION (LGA)

RE: BEREAVEMENT LEAVE

This Letter of Agreement is entered between the City of Long Beach ("City") and the Long Beach Lifeguard Association hereinafter called "LGA" (collectively "the Parties").

WHEREAS, the Parties have entered into a Memorandum of Understanding (MOU) covering the period of October 1, 2022 to September 30, 2025, which includes provisions for Bereavement Leave (Article Five, Section V); and

WHEREAS, the City plans to revise the Bereavement Leave language to the FFA MOU to align with the amendments to the California Fair Employment and Housing Act (FEHA) regarding bereavement leave. In accordance with the amended law, employees are eligible for up to five (5) unpaid Bereavement Leave days per eligible family member death.

WHEREAS, the City proposes to amend the Bereavement Leave language to the LGA MOU to expand the paid Bereavement Leave benefits for Permanent Full-Time and Permanent Part-Time employees and extend other negotiated benefits for Non-Careers.

NOW THEREFORE, the Parties agree to the following revised language:

- A. All ~~Permanent full time, and permanent part time~~ employees who have been employed for at least 30 days before the leave commences, are eligible for up to five days of unpaid bereavement leave for the death ~~may be allowed to be absent from duty for a period not to exceed three (3) scheduled workdays and will receive full compensation during such absence upon the necessity for their absence, and with the consent of the employee's department head, in the case of death, or of critical illness (where death appears imminent) of such employee's immediate family member.~~
- B. An immediate family member shall be defined as the employee's: spouse, child, parent including in loco parentis, sibling, parents or siblings of spouse/domestic partner, grandparent, grandchildren, stepchildren, stepparents, step siblings, foster child or domestic partner as defined by State law.
- C. An employee requesting ~~paid~~ bereavement leave due to death or critical illness of an immediate family member, may be required by the department's Administrative Officer to provide documentation of the death or critical illness of a family member within 30 days of the first day of the leave. Documentation includes, but is not limited to, a death certificate, medical documentation (for critical illness, where death appears imminent), a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. ~~furnish satisfactory evidence of such death or critical illness to the Department head.~~
- D. Bereavement leave must be taken within three (3) months ~~60 days~~ of immediate family member death, and the leave does not have to be taken consecutively.
- E. Permanent Full-Time and Permanent Part-Time Employees shall be eligible for up three (3) paid bereavement leave (BL) days per occurrence (eligible family member death or critical illness where death appears imminent), with a maximum of three (3) paid occurrences in a calendar year.

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Effective January 1, 2024, permanent Full-time and Permanent Part-time employees shall be eligible for up to five (5) paid Bereavement Leave (BL) days per occurrence (eligible family member death or critical illness where death appears imminent), with a maximum of three (3) paid occurrences in a calendar year (up to 15 maximum paid days).

1. Permanent Full-Time and Permanent Part-Time Employees may use any other accrued leave for additional occurrences of bereavement leave for death or critical illness (where death appears imminent), including Sick Leave, Vacation, Personal, or In-Lieu Holiday, Executive Leave, etc.
 2. Employees with insufficient accrued leave for use in conjunction with Bereavement Leave can take unpaid Authorized Leave (AL).
- F. Seasonal and Temporary Non-Career Employees may use available Sick Leave accruals (up to a maximum of 24 hours per calendar year) to compensate their bereavement leave.
1. Employees with insufficient Sick Leave accruals can take unpaid leave (AL).
- G. Any paid (BL, SF, VA/HL/IH, etc.) or unpaid (AL) absence related to bereavement leave (including absences for critical illness where death appears imminent) shall be coded on timecards using tracking code, BA.
- ~~F. In addition to approved paid bereavement leave, eligible members under the Section above, may also use up to three (3) days of accrued sick leave, per occurrence, for the death or critical illness of each eligible family member.~~
- ~~H. G. Temporary, Seasonal, and Non-Career employees are not eligible for paid bereavement leave.~~
- I. This Letter of Agreement shall not change any Memorandum of Understanding provisions other than as outlined above.

IT IS SO AGREED.

For the Parties:



SANDRA AGUILAR
Acting Chief of Labor Relations
City of Long Beach



AARON FLETCHER
President
Long Beach Lifeguard Association

Date: 9/26/23

Date: 1.26.23