

**LETTER OF AGREEMENT**  
**CITY OF LONG BEACH AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

**RE: SICK LEAVE FOR SEASONAL AND TEMPORARY NON-CAREERS**

This Letter of Agreement is entered between the City of Long Beach ("City") and the Service Employees International Union, Local 721, hereinafter called "SEIU" (collectively "the Parties").

WHEREAS, the SEIU MOU provision on Sick Leave for Seasonal and Temporary Non – Career Employees (Article Three, Section IV, Subsection A) outlines the issuance of five (5) days (40 hours) at the beginning of each calendar year and rollover for sick leave for Seasonal and Temporary Non – Career employees.

WHEREAS, effective on January 1, 2024, Sick Leave for Seasonal and Temporary Non-Career employees increased under Senate Bill 616 from 24 hours or 3 days, to 40 hours or 5 days annually. The City elected to issue the full amount of paid sick leave required under the law, at the beginning of each calendar year. Unused sick leave does not carryover from one year to the next. Newly hired Seasonal and Temporary Non – Career employees are issued the full amount of paid sick leave required under SB 616 on the date of hire and are able to use the full amount of their accruals on the 90th day of employment.

WHEREAS, effective January 1, 2025, the City will provide an additional 8 hours, increasing the advanced Sick Leave hours for Seasonal and Temporary Non-Career Employees from 40 hours to 48 hours.

NOW THEREFORE, the Parties agree to amend the 2023-2026 SEIU MOU provision on Article Three, Section IV, Subsection A 1-4 regarding sick leave as follows:

Sick Leave – Seasonal and Temporary Non- Career Employees

A. Sick Leave

1. It is agreed that Permanent Full-Time and Permanent Part-Time employees covered by this MOU will be entitled to earn a maximum of twelve (12) days [ninety-six (96) hours] of sick leave per year. Accrual for sick leave credit will be prorated for employees who work less than full-time in a permanent part-time position.

| Accrual Type | Hours Accrued per Pay Period | Annual Accrual |
|--------------|------------------------------|----------------|
| Sick Leave   | 3.70                         | 96.2           |

~~Non-career (NC) employees will be credited the full amount of paid sick leave required pursuant to California Labor Code § 245 – 246, five (5) days (40 hours), at the beginning of each calendar year or at the time of hire. Newly hired non-career employees will be able to use the full amount of their Sick Leave on the 90th day of employment, and in subsequent years of employment shall be credited Sick Leave at the beginning of the calendar year. Unused Sick Leave will not carryover from one year to the next. Employees are entitled to use any available Sick Leave hours for diagnosis, care or treatment of a health condition, or for an employee who is the victim of domestic violence, sexual assault or stalking, or can be used to cover absences taken to care for family illness.~~

2. In addition to the five days (40 hours) required pursuant to SB 616, Seasonal and Temporary Non-Career employees will be advanced an additional 8 hours, totaling 48 hours of paid sick leave per calendar year. Newly hired Seasonal and Temporary Non-

LETTER OF AGREEMENT  
CITY AND SEIU  
RE: SICK LEAVE – NON CAREER EMPLOYEES

Career employees will be able to use the full amount of their Sick Leave on the 90th day of employment, and in subsequent years of employment they shall be credited Sick Leave at the beginning of the calendar year. Unused Sick Leave will not carryover from one year to the next.


3. Permanent Full-Time, Permanent Part-Time and Seasonal and Temporary Non- Career Employees are entitled to use any available Sick Leave hours for diagnosis, care or treatment of a health condition, or for an employee who is the victim of violence (i.e. domestic violence, sexual assault or stalking), or can be used to cover absences taken for doctor or dental appointments, bereavement leave, reproductive loss leave or to care for an eligible family member's illness, or a 'designated person', as defined by state and/or federal law.
4. Permanent Full-Time, Permanent Part-Time and Seasonal and Temporary Non- Career Employees may not be terminated or retaliated against for using or requesting the use of issued paid sick leave.

This Letter of Agreement shall not change any Memorandum of Understanding provisions other than as outlined above.

IT IS SO AGREED.

For the Parties:

  
\_\_\_\_\_  
THOMAS B. MODICA  
City Manager

  
\_\_\_\_\_  
PORTER HILL  
SEIU Local 721

Date: 12/6/2024

Date: 11/13/2024