

**Side Letter of Understanding  
By and Between  
The City of Milpitas and the  
United Public Employees of California, Mid-Management and Confidential Unit**

The City of Milpitas, hereby referred to as “City” and the Mid-Confidential, hereby referred to as “Union”, collectively as “the parties” execute this Side Letter of Understanding (“LOU”) regarding amendments to the existing Memorandum of Understanding (“MOU”). Any provision of prior LOUs or Side Letters of Understanding that are inconsistent with this LOU are no longer in effect.

MOU provision, Section 11 provides for compassionate leave of a predesignated, “when death occurs” to a member of the employee’s immediate family member. The terminology “when death occurs” has been interpreted to mean that compassionate leave is limited to those working days immediately following the death of an eligible family member.

The parties recognize that due to COVID-19 and shelter in place orders, religious rituals and traditional end of life celebrations have been unable to occur. As such, the City and the Union agree as follows:

Section 11.00 - states:

**SECTION 11.00 - COMPASSIONATE LEAVE**

11.01 The City agrees to provide compassionate leave when death occurs to a member of the employee’s immediate family not to exceed forty hours for hourly employees and one regular workweek for exempt employees.

Sections 11.02 – 11.04 (No Change)

Shall be modified to:

11.01 The City agrees to provide compassionate leave due to the death of a member of the employee’s immediate family not to exceed forty hours for hourly employees and one regular workweek for exempt employees. Compassionate leave shall be used within 1 year from the date of the death unless otherwise authorized by the City Manager. An employee shall not be eligible to take compassionate leave during their last 40 hours of employment nor after they have submitted their resignation or notice of retirement.

Sections 11.02 – 11.04 (No Change)

**For the City of Milpitas:**

\_\_\_\_\_  
Jeannine M. Seher  
Human Resources Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steven McHarris  
City Manager

\_\_\_\_\_  
Date

**For the Union:**

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Ryan Heron  
Union Representative, LIUNA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Toni-Lynn Charlop  
MidCon Representative

\_\_\_\_\_  
Date