



## City of Cupertino

### Agreement for Repayment of Leave Pay

In the event an employee has exhausted all vacation, sick leave, compensatory time off, wellness leave, floating holiday hours, administrative leave, miscellaneous leave, and negotiated leave, an employee may accrue up to 40 additional hours of sick leave, according to the terms below.

Based on mutual written agreement between the employee and City of Cupertino, the amount of extra sick leave taken must be repaid within 6 months of the date of the last day of the leave.

Except as modified by this Policy, all City of Cupertino policies, procedures, regulations, and Memoranda of Understanding remain in full force and effect. This is an emergency policy of the City of Cupertino and is not intended to be a binding practice. This Policy is subject to change at any time, based on changing circumstances and information known about the COVID-19 virus. The City of Cupertino will notify employees of any changes to this Policy and will comply with all applicable laws regarding notice to bargaining units, as required.

#### **Reason for Leave:**

\_\_\_\_\_ Leave because of the closure of my child(ren)'s school(s) or childcare provider(s) or the unexpected unavailability my child(ren)'s childcare provider.

\_\_\_\_\_ Leave because I would like to follow Governor Gavin Newsom's March 19, 2020 guidance for the home-isolation of individuals over the age of 65 and those with chronic health conditions.

\_\_\_\_\_ Leave due to a legal shelter-in-place order issued by a Federal, State, or local agency, official, governing body, or other entity.

\_\_\_\_\_ Leave because, within the last 14 days, I have returned from travel to or through areas with a Warning Level 3 or higher as defined by the Centers for Disease Control (CDC) or from travel on a cruise ship.

\_\_\_\_\_ Leave because, within the last 14 days, I have had close contact with affected individuals, defined as (a) being within approximately 6 feet (2 meters) of a COVID-19 case for a prolonged period of time (close contact can occur while caring for, living with, visiting, or sharing a healthcare waiting area or room with a COVID-19 case); or (b) having direct contact with infectious secretions of a COVID-19 case (*e.g.*, being coughed on).

\_\_\_\_\_ Leave because I am exhibiting symptoms (*e.g.*, fever [defined as 100.4° F [37.8° C] or greater using an oral thermometer], coughing, and/or shortness of breath) associated with COVID-19 or I have obtained a positive diagnosis of COVID-19.

\_\_\_\_\_ Leave to care for a family member (as defined below) who is exhibiting symptoms of (*e.g.*, fever (defined as 100.4° F [37.8° C] or greater using an oral thermometer), coughing and/or shortness of breath) or who has obtained a positive diagnosis of COVID-19. The family member I am caring for is my:

\_\_\_\_\_ (Family Member's Relation to You)

**Repayment:**

Commencing on \_\_\_\_\_, 20\_\_\_\_ (payroll period \_\_\_-\_\_\_), until the sick leave advanced is repaid I agree to forego my biweekly:

- Sick Leave Accrual     Vacation Leave Accrual     Other Leave Accrual

I understand and fully acknowledge that I am required to repay the City of Cupertino the number of hours of sick leave I accrue under this Agreement within \_\_\_\_\_ of the date of the last leave day I use. If I leave City of Cupertino employment for any reason prior to the full repayment of the sick leave accrual, I consent to the withholding of the amount necessary to repay the City of Cupertino for the sick leave advance from my last payroll warrant. If any amount remains due after I have separated from the City of Cupertino, I agree to pay the remaining balance back to the City of Cupertino within 60 business days of my date of separation from employment. I understand that if I fail to repay the full balance of the sick leave accrual, the City of Cupertino will commence litigation to recover the balance due.

Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Human Resources Manager Signature: \_\_\_\_\_  
(or designee)