



City of Burlingame

CITY HALL
HUMAN RESOURCES DEPARTMENT

501 PRIMROSE ROAD
BURLINGAME, CA 94010

TEL (650) 558-7206
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Agreement for Repayment of Leave Pay

Pursuant to the City of Burlingame (“City”) policy related to the COVID-19 virus, in the event an employee has exhausted all vacation, sick leave, compensatory time off (CTO), Paid Time Off (PTO), administrative leave, and floating holiday, an employee may go negative on their vacation, sick and administrative leave banks, according to the terms below.

Based on mutual written agreement between the employee whose signature is affixed below (hereinafter, the “Employee”) and the City, the amount of extra sick/vacation/administrative leave taken must be repaid within _____ of the date of the last day of Employee using their additional hours of sick leave provided to the Employee in accordance with this Agreement.

Employee acknowledges and understands that except as modified by this Agreement, all City policies, procedures, regulations, and Memoranda of Understanding remain in full force and effect.

Employee acknowledges and understands that this is an emergency agreement between the City and the Employee and is not intended to be a binding practice. The City may prospectively change the terms of this Agreement at any time, based on changing circumstances and information known about the COVID-19 virus. The City will notify the Employee of any changes to this Agreement and will comply with all applicable laws regarding notice to bargaining units, as required.

Reason for Leave:

The Employee is requesting Leave for one of the following reasons (*Note to Employee: Employee should mark Reason with “X” or their initials*)

_____ Leave because of the closure of my child(ren)’s school(s) or child care provider(s) or the unexpected unavailability my child(ren)’s child care provider.

_____ Leave because I would like to follow Governor Gavin Newsom’s March 15, 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 Employee agrees to forego their biweekly:

Sick Leave Accrual Vacation Leave Accrual Other Leave Accrual
Specify: _____

Employee understands and fully acknowledges that they are required to repay the City the number of hours of sick leave Employee accrues under this Agreement within _____ of the date of the last leave day Employee's use. If Employee leaves the City employment for any reason prior to the full repayment of the sick leave accrual, Employee may consent to the withholding of the amount necessary to repay the City for the sick/vacation/administrative leave advance from Employee's last payroll warrant. If they do not, or any amount remains due after Employee has separated from the City, Employee agrees to pay the remaining balance back to the City within 14 days of Employee's date of separation from employment. Employee understands that if they fail to repay the full balance of the sick leave accrual, the City will commence litigation to recover the balance due.

I elect to have the remaining balance due withheld from my final paycheck.

Date: _____

Employee Signature: _____

Human Resources Director Signature: _____
(or designee)