



Agreement of Repayment of Leave Pay COVID-19

During the COVID-19 crisis, in the event an employee has exhausted all sick leave and compensatory time off, an employee may be advanced up to 80 additional hours of sick leave, according to the terms below.

Based on this agreement between the employee and the City of Oakley, the amount of advanced sick leave taken must be repaid within twelve (12) months after the date of this agreement, or deducted from the final paycheck if employee separates from employment prior to the repayment of the advanced sick leave.

Except as modified by this Agreement during the COVID-19 crisis, all City of Oakley policies, procedures, regulations, remain in full force and effect. This advancement of sick leave is an emergency measure taken by the City of Oakley during the COVID-19 crisis and is not intended to be a binding practice.

By signing this Agreement the employee attests that she/he is about to exhaust all available sick leave and compensatory time and is requesting an advance of ____ hours of sick leave due to circumstances of the COVID-19 crisis.

Repayment:

Commencing on _____, 20____ I agree to forego my biweekly sick leave accrual until such time that the advanced sick leave hours are repaid.

I understand and fully acknowledge that I am required to repay the City of Oakley the number of hours of sick leave I accrue under this Agreement within twelve (12) months after the date of this agreement, or deducted from the final paycheck if employee separates from employment prior to the repayment of the advanced sick leave.

If I leave City of Oakley 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 Oakley for the sick leave advance from my last paycheck. If any amount remains due after I have separated from the City of Oakley, I agree to pay the remaining balance back to the City of Oakley 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 Oakley will commence any required legal action to recover the balance due.

_____ Employee Name (Print)	_____ Employee Signature	_____ Date
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_____ Department/Division Head Signature	_____ Date
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_____ City Manager Signature (or designee)	_____ Date
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