MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF ANN ARBOR AND COMMAND OFFICERS ASSOCIATION OF MICHIGAN

As a result of the COVID-19 global pandemic, the City of Ann Arbor ("City") announced a vaccine mandate for all employees that is scheduled to go into effect on November 19, 2021. The City and Command Officers Association of Michigan ("COAM") collectively, the "Parties", agree as follows in regard to the vaccine mandate for COAM members:

- Fully vaccinated employees will have their sick leave accruals changed from 3.70
 hours per pay period (based on an employee being compensated for 80 hours in
 the pay period) to 4.61 hours per pay period (resulting 24 hours extra per year).
- Fully vaccinated employees will receive one e-SICK day if they receive a booster shot. Like other e-SICK days, it will expire at the end of the same calendar year it is received.
- The City agrees that on-duty exposures to COVID-19 are covered by Workers Compensation. The City also acknowledges that adverse reactions causally linked to the vaccine are also covered under Workers Compensation.
- 4. Employees may be exempted from the mandated vaccination program or mandated booster shots for documented medical or religious reasons as determined by Human Resources. Such exemptions will be good for one year and will be renewed annually. Human Resources shall provide the appropriate forms. Employees with an exemption will be subject to a COVID Testing process arranged by the City.
- 5. Employees who are fully vaccinated and have reported this information to the City benefits department will be provided up to two weeks of paid administrative leave for the following reasons:
 - a. A fully vaccinated employee receives a confirmed positive test for COVID-19;
 - A fully vaccinated employee has a note from a medical professional indicating a presumed positive diagnosis for COVID-19;
 - c. A fully vaccinated employee becomes symptomatic with COVID-19 symptoms as defined by the City; or
 - d. If an employee is required not to report to work by the City for a period of time because of an exposure to someone with COVID-19 as determined by the City. This will apply only in instances where the employee was following the City's safety protocols as determined by the City.

Employees electing to self-quarantine or receiving a suggestion by a medical professional to self-quarantine are not eligible for this leave.

This leave will be compensated at 100% of an employee's normal rate of pay for the equivalent of two weeks of an employee's regular work schedule, up to 80 hours.

- Members that wish to receive the benefits outlined in this Agreement must email
 the Human Resources Service Partner within 2 weeks of the signing of this
 agreement stating they have received the COVID-19 vaccine and would like to
 receive this benefit.
- 7. The Parties agree that unvaccinated COAM members will have 30 days upon signature of this Agreement to become fully vaccinated.
- 8. The parties agree that no grievance, complaint, or legal proceeding of any kind will be pursued by COAM, or any of its members, as it pertains to any provision of the Memorandum of Agreement, except those grievances necessary to enforce the meaning, effect, or application of this Agreement. A grievance asserting the just cause protection of the collective bargaining agreement for discipline imposed shall not be diminished or otherwise prohibited as a consequence of the provisions within this paragraph of the Memorandum of Understanding.
- It is specifically understood that this Agreement does not serve to alter, modify, or otherwise establish precedent for future interpretation of the collective bargaining agreement except as specified in this Agreement.

John Fournier, Asst. City Administrator

CITY OF ANN ARBOR

Dated: 11/19/21

Sgt. Shane Dennis, President

COAM

Dated: 11-19-21