

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ANN ARBOR AND
AFSCME LOCAL 369**

As a result of the COVID-19 global pandemic, the City of Ann Arbor ("City") announced a vaccine mandate for all employees that went into effect on November 19, 2021. The City and AFSCME ("Union") collectively, the "Parties" agree as follows in regard to the vaccine mandate for AFSCME members:

1. Fully vaccinated employees will have their sick leave accruals change 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 in 24 hours extra per year).
2. Fully vaccinated employees will receive one ESick day if they receive a booster shot. Like other ESick days, it will expire at the end of the same calendar year it is received.
3. 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 Works Compensation.
4. 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;
 - b. 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.

This paid administrative leave benefits will expire when the City formally declares at its sole authority that its emergency response to the COVID-19 pandemic has ended and informs the Union of this declaration in writing.

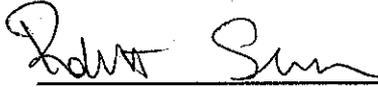
5. The City will provide reasonable accommodations for those who cannot receive the vaccination due to valid medical and religious exemptions. Following receipt of an exemption request, the City will respond with an approval or denial within ten (10) business days.
6. The parties agree that no grievance, complaint, or legal proceeding of any kind will be pursued by the AFSCME union, or any of its members, as it pertains to any provision of this Agreement, except those necessary to enforce the meaning, effect or application of this Agreement.
7. The Union agrees to formally drop all grievances previously filed resulting from the City's COVID-19 mandate.

8. This agreement will be effective on Monday, March 21, 2022 in accordance with City Council's approval of the Union's 2022 – 2025 collective bargaining agreement.
9. 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.



CITY OF ANN ARBOR

Dated: 4/12/22



AFSCME

Dated: 4-7-2022