

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE CITY OF ANN ARBOR
AND
ANN ARBOR POLICE OFFICERS ASSOCIATION
FOR
POLICE SERVICE SPECIALISTS**

1. In exchange for agreeing to the City of Ann Arbor's vaccine mandate, fully vaccinated employees will have their sick leave accruals permanently 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). In accordance with a previous MOU signed between the parties, fully vaccinated employees will also receive two (2) e-SICK days for the initial vaccine series to be used in the same calendar year that it was issued, and one (1) wellness point.
2. 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 (or by the June 30, 2022, whichever is later). The booster e-SICK day corresponds with employees work hours (8, 10 or 12 hours).
3. The City agrees that employees who contract COVID-19 due to an on-duty exposures 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 who are fully vaccinated and have reported this information to the City benefits department will be provided, one a one-time basis, up to two weeks of paid administrative leave without using their own banked time, 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. This will apply only in instances where the employee was following the City's safety protocols as determined by this MOU.
 - e. 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, per incident.

5. 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.
6. Unvaccinated Employees will have thirty (30) days from the activation date (the date this agreement is signed) of this document to complete a COVID-19 vaccination regiment. If the vaccine regiment is completed in one dosage the Employee shall be considered in compliance with the City's Vaccination Policy. If a second dosage is required, it will be administered no

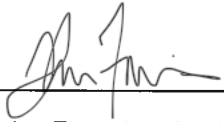
later than thirty (30) days from the first administered dosage. Unless a medically documented reason is provided by a physician or pharmacist, indicating an extended time period is needed. Employees waiting for their second dosage will not be subject to the thirty (30) days non-paid administrative leave conditions of the Employers COVID-19 Vaccination Policy.

7. Employees not completing the COVID-19 vaccination requirement within thirty (30) days from the activation date of this document, will be placed on a thirty (30) day unpaid administrative leave, with full contractually guaranteed medical benefits. The Employee will have thirty (30) days to become compliant with the Employers COVID-19 Vaccination Policy. Failure to become compliant with the Employers COVID-19 Vaccination Policy at the end of the thirty (30) day administrative leave will result in the employment status of the employee being ended, unless a medically documented reason from a physician or pharmacist is produced explaining the reason for an extended schedule.
8. Employees placed on an unpaid administrative leave will, upon receiving their first dosage of a COVID-19 vaccination and producing a documented date for the second dosage, shall be returned to paid employment status, as will employees utilizing a single dosage vaccination regimen.
9. A COVID-19 vaccination card or letter from the physician or pharmacist administering the vaccine to the employee will be proof of compliance with the Employers Vaccination Policy.
10. Employees who desire to be vaccinated or receive booster dosages during working hours may do so without penalty or loss of wages. Time spent receiving dosages will be considered working hours.
11. Employees receiving the COVID-19 vaccine or booster in compliance with the Employers COVID-19 Vaccination Policy and leave employment or retire and later develop adverse effects, conditions, or illness causally linked to the vaccine will be eligible for Workers Compensation.
12. Employees may be exempted from the Employers COVID-19 Vaccination Policy for the following reasons:
 - Documented Religious Beliefs
 - Document Medical Reasons

Such exemption will be good for one year and will be renewed annually. Consideration for exemptions will be administered by the Human Resources Department of the City of Ann Arbor. Employees who receive an exemption will be subject to a COVID-19 testing process arranged by the City. Should the federal government identify natural immunity as a medically recognized alternative to vaccination, that is at least as effective at preventing symptoms of the virus as any of the FDA authorized or approved COVID-19 vaccines, natural immunity will be included as an exemption.

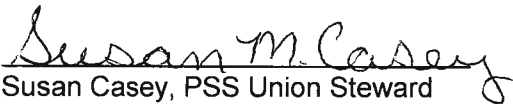
13. This Letter of Agreement is strictly for the Employer mandated COVID-19 Vaccination Policy and or booster dosages. Employees who are terminated or suspended without pay, as a result of failing to comply with the City's vaccine mandate, may grieve their suspension, termination or provisions necessary to enforce the meaning, effect or application of this agreement. Grievances will be in accordance with the terms of the collective bargaining agreement. This

agreement is non-precedent setting on either party and shall not be used by either party in future labor proceedings or placed in the collective bargaining agreement.



John Fournier, Assistant City Administrator,
CITY OF ANN ARBOR

Dated: 12-29-21



Susan Casey, PSS Union Steward

Dated: 12-29-21