

This letter of agreement between the City of Ann Arbor known as the Employer and the Ann Arbor Police Professional Assistants / TPOAM known as the Union or the Employee, will take effect upon the completed signature date of the parties. This letter of agreement is to define the conditions of compliance by the Union with the Employers mandatory COVID Vaccination Policy.

1. Unvaccinated Employees will have thirty (30) days from the activation date of this document to complete a COVID vaccination regimen. If the vaccine regimen is completed in one dosage the Employee shall be considered in compliance with the City's Vaccination Policy. If a vaccine requires a second dosage it will be administered no later than thirty (30) days from the first administered dosage. Unless a medically documented reason provided by a physician or pharmacist is produced 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 Vaccination Policy.
2. Employees not completing a COVID 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 be in compliance with the Employers COVID Vaccination Policy. Failure to be in compliance with the Employers COVID 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.

3. Employees placed on unpaid administrative leave will upon receiving their first dosage of a COVID vaccine and producing a documented date for the second dosage, shall be returned to paid employment status as will employees utilizing a single dosage vaccination regiment.

4. A COVID 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.

5. Booster dosages of the COVID vaccine may be required by the Employers Vaccination Policy, or voluntarily selected by the employee. All employees including those vaccinated prior to the City's Covid Vaccination Policy, will receive 1 extra E-Sick Day for each booster received.

6. 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.

7. Employees due to compliance with the Employers COVID Vaccination Policy who experience adverse effects, conditions or illness as a result of the COVID vaccination or booster dosage will have those maladies treated as a work-related injury. In accordance with the Workers Compensation article in Parties' collective bargaining agreement. Employees receiving the COVID vaccine or booster in compliance with the Employers COVID Vaccination Policy and leave employment or retire and later develop adverse effects, conditions or illness as the result of the vaccine will be eligible for the above coverage.

8. Employees may be exempted from the Employers COVID Vaccination Policy or Booster shots 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. Human resources will provide the appropriate forms for such an exemption. Employees who receive an exemption will be subject to a COVID 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.

9. All fully vaccinated Employees, including those vaccinated prior to the City's Covid Vaccination Policy will receive two (2) E-Sick days to be used before the end of year 2021, as well as one (1) wellness point. Employees who have previously received two (2) E-Sick days for getting the vaccine prior to the Agreement will not receive additional E-Sick time for those vaccinations. In addition, all Employees mentioned above shall have their sick leave accrual increased from 3.7 hours to 4.61 hours.

10. Any Employees including those vaccinated prior to the City's Covid Vaccination Policy, directly exposed to a COVID infected person or contracts COVID, shall be allowed to utilize a two (2) week paid administrative COVID Leave of Absence, irrespective of any accrued or banked leave time. This period of quarantine or illness may be supplemented by the opportunity to work from home at the City's discretion. The following conditions must be met to receive the administrative COVID Leave of Absence.
 - A) Fully vaccinated employee receives a confirmed positive test for COVID or a note from a medical professional indicating a presumed diagnosis of COVID infection.

 - B) A fully vaccinated Employee becomes symptomatic with COVID symptoms as defined by the Employer.

- C) If a fully vaccinated Employee is required not to report to work by the Employer for a period of time because of a direct exposure to someone with COVID as determined by the Employer.

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

- E) 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.

11. This Letter of Agreement is strictly for the Employer mandated COVID 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. Should a court of law invalidate the mandate the parties agree that they will meet to negotiate the benefits for employees who have elected to get the vaccine, and will take into account the status of the COVID-19 pandemic when negotiating such benefits.

I approve the mandatory COVID Vaccination Policy / Letter of Agreement dated 10-28-2021.

Brittni White
Brittni White (Printed)

Brittni White
Brittni White (Signature)

10/28/21
Date

Jennifer Hammond
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Danielle Thompson
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John Fournier
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City of Ann Arbor (Signature)

10/28/21
Date