

CITY OF KENTWOOD –and- POLC (KENTWOOD PATROL UNIT)

2023 EMPLOYMENT RETAINER BONUS LETTER OF AGREEMENT

This Letter of Agreement ("LOA") is entered into between the **CITY OF KENTWOOD, MICHIGAN** ("City") and the **POLICE OFFICERS LABOR COUNCIL (KENTWOOD PATROL UNIT)** ("Union"). The City and Union are collectively referred to herein as the "Parties".

In recognition of the City of Kentwood sworn police officers' tremendous work performed amidst challenging circumstances and to ensure the Kentwood Police Department continues to retain compassionate, skilled, and community-focused officers for the betterment of the community, the Parties agree to the following terms:

1. Actively employed regular full-time sworn patrol officers in the City's Police Department ("Employees") who have completed the probationary period by December 31, 2025 shall receive a one-time Employment Retainer Bonus ("Bonus") in the amounts shown in Exhibit A, subject to the terms and conditions of this LOA.
2. The Bonus shall be paid to all eligible Employees as soon as administratively possible following execution of this LOA. Employees who become eligible for the bonus following the first bonus payment date shall be paid no later than December 31, 2023. Employees who become eligible for the bonus between January 1, 2024 and December 31, 2024 shall be paid no later than January 16, 2025. Employees who become eligible for the bonus between January 1, 2025 and December 31, 2025 shall be paid no later than January 20, 2026. The Bonus shall be subject to all required tax withholdings.
3. Employees must remain actively employed in a full-time sworn patrol officer position at the City of Kentwood Police Department and maintain their police officer license for three consecutive years following receipt of the bonus ("Commitment Period") or they will be required to reimburse to the City the entire Bonus amount subject to the following exceptions:
 - a. An Employee who separates employment prior to the Commitment Period end date due to disability or death will not be required to reimburse the City for any portion of the Bonus;
 - b. When an Employee's employment is involuntarily terminated for cause during the Commitment Period, the Employee will be required to reimburse the City a prorated portion of their Bonus based on months remaining in the Commitment Period;
 - c. An Employee who retires with a full-service retirement, in accordance with the City's pension plan and provides 60-days advanced notice of their retirement shall receive a retention bonus of \$20,000. The Employee will be required to reimburse the City for any portion of the Bonus that the Employee received, which exceeded \$20,000.

4. Any Employee who is obligated to reimburse any or all of the Bonus authorizes the City to deduct the amount owed from the Employee's final paycheck up to the maximum extent allowed by law. If the Employee's final paycheck is insufficient to cover the amount owed, the Employee agrees to reimburse the City for the full amount owed within fourteen (14) calendar days from the end of their employment. If the City is forced to take legal action to recover the amount owed by the Employee, the Employee agrees to pay the City's costs and attorneys fees incurred in such recovery.
5. Any disputes regarding the interpretation or application of this Agreement shall be resolved pursuant to the applicable grievance procedure contained in the Parties' collective bargaining agreement.
6. Employees may elect not to receive the bonus by signing the waiver form attached in Exhibit B. This election is final.
7. Unless the Parties mutually agree to extend this LOA, which agreement must be in writing and signed by authorized representatives of the City and Union, this LOA will expire by its own terms on December 31, 2025.

AGREED TO AND ACCEPTED BY:

POLICE OFFICERS LABOR COUNCIL (KENTWOOD PATROL UNIT)

By: 
Its: President

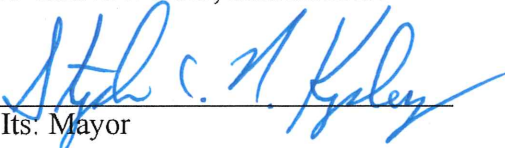
Dated: 7-5-23

POLICE OFFICERS LABOR COUNCIL

By: 
Its: POLC Representative

Dated: 7-5-2023

CITY OF KENTWOOD, MICHIGAN

By: 
Its: Mayor

Dated: 7/5/2023

Exhibit A

Employee ID #	Last Name	First Name	Position	Sworn Date	Years of Sworn Service as of	Bonus Amount
					7/1/2023	
0005	Armstrong	Brandon	Police Officer	02/20/1995	28.4	30,000
0026	Drumm	Scott	Police Officer	01/13/1997	26.5	30,000
0070	Nelson	Timothy	Police Officer	12/15/1997	25.6	30,000
0044	Keaton	Cynthia	Police Officer	10/26/1998	24.7	28,000
0165	Schaaf	Paul	Police Officer	07/12/1999	24.0	28,000
0256	Willshire	Gregory	Police Officer	07/10/2000	23.0	28,000
0266	Mazarka	Russell	Police Officer	10/16/2000	22.7	28,000
0265	McAlpine	Matthew	Police Officer	10/16/2000	22.7	28,000
1222	Manning	Kevin	Police Officer	05/05/2003	20.2	28,000
1531	Robertson	David	Police Officer	01/07/2008	15.5	26,000
1773	Cline	Darrin	Police Officer	10/18/2010	12.7	25,000
1545	Smith	Ryan	Police Officer	11/07/2011	11.7	25,000
1890	Chapman	Michael	Police Officer	11/21/2011	11.6	25,000
2040	Foster	Anthony	Police Officer	09/10/2012	10.8	25,000
2179	Wolterink	Derrick	Police Officer	12/02/2013	9.6	25,000
2271	Wollam	Jeffrey	Police Officer	08/25/2014	8.9	24,000
2373	Mendez	William	Police Officer	05/11/2015	8.1	24,000
1895	Bylsma Jr	Jeffrey	Police Officer	11/09/2015	7.6	24,000
2542	Lowe	Brooke	Police Officer	09/12/2016	6.8	24,000
2387	Hundey	Jared	Police Officer	11/07/2016	6.6	24,000
2629	Carey	Alexander	Police Officer	04/03/2017	6.2	24,000
2708	D'Ascenzo	Quinn	Police Officer	11/27/2017	5.6	24,000
2743	Modderman	Kurtis	Police Officer	02/26/2018	5.3	24,000
2798	Westen	Brandyn	Police Officer	08/27/2018	4.8	23,000
2801	Beelen	Seth	Police Officer	10/08/2018	4.7	23,000
2907	Schudel	Sarah	Police Officer	05/28/2019	4.1	23,000
2945	Nienhuis	Tycen	Police Officer	11/18/2019	3.6	23,000
2868	McConnon	Elijah	Police Officer	08/17/2020	2.9	22,000
2987	Joslyn	Jordan	Police Officer	08/17/2020	2.9	22,000
2619	Barger	Ryan	Police Officer	08/31/2020	2.8	22,000
2986	Hulst	Brandon	Police Officer	09/14/2020	2.8	22,000
3013	Miller	Luke	Police Officer	09/14/2020	2.8	22,000
3014	Wasilewski	Ryan	Police Officer	09/14/2020	2.8	22,000
3075	Tabor	Jonathan	Police Officer	11/30/2020	2.6	22,000
2894	Rasmussen	Kameron	Police Officer	09/13/2021	1.8	20,000
3210	Tremaine	Stephen	Police Officer	09/13/2021	1.8	20,000
2893	DeJong	Grayson	Police Officer	12/11/2021	1.6	20,000

Employees listed below who meet the Bonus eligibility requirements of the LOA shall be eligible for the December 2023 Bonus Payment.

3238	Bylsma	Logan	Police Officer	08/13/2022	0.9	20,000
3235	Kiefer	Caleb	Police Officer	08/13/2022	0.9	20,000
3283	Heibel	Haeden	Police Officer	12/10/2022	0.6	20,000
3282	Beck Jr	Tony	Police Officer	12/10/2022	0.6	20,000
3284	Fellows	Kailey	Police Officer	12/10/2022	0.6	20,000
3280	Parker	Lucas	Police Officer	12/10/2022	0.6	20,000
3281	Luyk	Ryan	Police Officer	12/10/2022	0.6	20,000

Employees listed below and future employees who meet the Bonus eligibility requirements of the LOA by December 2024 shall be eligible for the January 2025 Bonus Payment.

3017	Steffen	Cheyenne	Police Officer	05/02/2023	0.2	20,000
3359	Caswell	Brendan	Police Officer	05/08/2023	0.1	20,000
3360	Joseff	Benjamin	Police Officer	05/08/2023	0.1	20,000
3357	VanCompernelle	Zachary	Police Recruit	Est. Aug. 2023	-	20,000
3355	Stewart	Daisy	Police Recruit	Est. Aug. 2023	-	20,000
3356	Cradlebaugh	Anthony	Police Recruit	Est. Aug. 2023	-	20,000

Exhibit B

City of Kentwood
Employment Retainer Bonus Waiver Form

Name: _____

Waiver Statement

My signature below certifies that I am voluntarily waiving receipt and payment of the Employment Retainer Bonus. I understand that this waiver is permanent and cannot be revoked.

Signature: _____

Date: _____