

CITY OF KENTWOOD –and- POLC (KENTWOOD SUPERVISORY 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 SUPERVISORY 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. All actively employed regular full-time sworn sergeants in the City's Police Department ("Employees") as of the execution date of this LOA shall receive a one-time Employment Retainer Bonus ("Bonus") in the amount of \$32,000, subject to the terms and conditions of this LOA.
2. The Bonus shall be paid to all eligible Employees as administratively possible following execution of this LOA.
3. Employees must remain actively employed in a full-time sworn 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 A. This election is final.

AGREED TO AND ACCEPTED BY:

POLICE OFFICERS LABOR COUNCIL (KENTWOOD SUPERVISORY UNIT)

By: 
Its: President

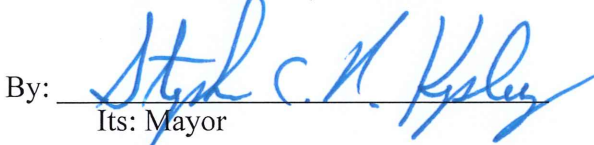
Dated: JUNE 29, 2023

POLICE OFFICERS LABOR COUNCIL

By: Scott Blackwell
Its: POLC Representative

Dated: June 29, 2023

CITY OF KENTWOOD, MICHIGAN

By: 
Its: Mayor

Dated: 6/30/2023

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: _____