

EMPLOYMENT AGREEMENT

7/1/2024 thru 7/1/2025

This document represents the terms of employment agreed to between the City of Laingsburg, Michigan, hereinafter referred to as "City," and Daniel DeKorte, hereinafter referred to as "Employee."

The following terms of employment shall represent the benefits and compensation agreed to between the City and the Employee as they relate to the Employee's employment as Chief of Police with the City of Laingsburg, Michigan. It is hereby understood and agreed to by both the City and the Employee that the express written terms of employment specified herein represent fully and completely the entire agreement and understanding between the City and the Employee as related to said terms of employment covered herein.

The specific terms of employment covered within the agreement by and between the City and the Employee are as follows:

1. Duties:

The City agrees to employ the Employee as Chief of Police of the City of Laingsburg, Michigan in accordance with the City Charter to perform all duties as specified by the City Charter, by law and/or ordinance, and to perform such other proper duties as assigned by the Police Committee and approved by the City Council. The Chief will also assume the duties of the Health Officer.

It is required that the employee maintain MCOLES certification, that his duties and responsibilities shall include, but not limited to, being Chief of Police for the City, recommend and issue traffic control orders, perform regular patrol and investigative duties as needed, respond to resident complaints and

emergency calls, respond to LSW Emergency calls for service as determined by the employee, enforce city ordinances and state laws as necessary to protect the public health, safety and general welfare of the City, interview and recommend hiring additional police officers as he deems necessary, and prepare an annual budget with the assistance of the City Treasurer.

2. Classification:

The position of Chief of Police shall be a full-time position with the City as of 7/1/2017. Eligible for all of the benefits listed in the "City of Laingsburg Handbook for Employees' Benefits".

3. Compensation:

A. The Chief of Police shall be compensated with a salary of \$61,808 in fiscal year 2024/2025. This annual salary shall be paid in equal Installment's on a bi-weekly payroll period. This salary shall be approved by City Council.

B. The City shall review and evaluate the performance of the Employee at least annually. This review shall be conducted by the Police Committee. Criteria for the annual review shall be determined by the Police Committee and approved by the City Council and may be changed as needed. Following the review, the Employee will receive a written summary.

4. Termination:

A. Nothing contained herein shall limit, prevent or otherwise interfere with the powers of appointment to, and removal from, the office of Chief of Police granted the City Council in the Charter of the City of Laingsburg, Michigan.

B. Nothing contained herein shall limit, prevent or otherwise interfere with the Employee's right to resign at any time from the position of Chief of Police subject only to the provisions of paragraph C contained in this section.

- C. In the event the Employee voluntarily resigns from the position of Chief of Police, then the Employee shall give the City thirty (30) days written notice.
- D. Accordingly, this employment relationship may be terminated by the City, subject to approval of City Council with a 30-day notice if the City elects not to renew this agreement after July 1, 2023.

5. Uniforms:

The City shall provide all necessary uniforms, equipment and boots required for use, during employment as the Chief of Police. Protective vest shall be provided and will be worn as per Policy & Procedure 10-21. The City will replace the vest as determined necessary by the City and with due regard for safety, usually every 5 years as per the ballistic vest company.

Cleaning of the employee's uniform shirts, pants and jackets are the responsibility of the employee.

Damaged Property:

The City will replace at 100 percent the cost of eyeglasses and shoes damaged, destroyed, lost or stolen in the line of duty. However, other items will have a value limit of \$200.00, except if a certified assessment by a jeweler that his or her wedding band is valued at more than \$200.00, the City will pay 100 percent of the value up to \$425.00.

The City will maintain and replace sidearms owned by it. Employee owned sidearms and rifles used in the line of duty will be repaired or replaced by the City for duty related loss or damage not caused by the employee's negligence.

6. Insurance:

The City shall provide Employee with liability insurance coverage applicable to acts or omissions of Employee arising out of his employment as Police Chief. The City will provide false arrest insurance through the Michigan Municipal League but the City reserves the right to substitute another carrier for this coverage that the benefits are equivalent.

Worker's Compensation: The City, in accordance with state law, provides Worker's Compensation if the Chief is injured in the course of employment. If any on the job injury occurs, it must immediately be reported to the City for appropriate action.

7. Paid Time Off:

Employee shall be granted paid time off (PTO) in accordance with the employee handbook, section "Full-Time Employees' Benefits", exhibit A, under the terms of this agreement. Payment for unused paid time off shall be paid annually based on date of hire as noted in exhibit "A". Paid time off in this paragraph may be adjusted with City Council approval.

Employee will not be required to work any of the following holidays:

New Years' Day

Martin Luther King Jr. Day

Lincoln's Birthday

President's Day

Good Friday (4) hours

Memorial Day

Juneteenth

Fourth of July

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Years

Employee acknowledges that his salary incorporates pay for said holidays. Additionally, Employee acknowledges that he shall not receive any additional or premium pay for working the holiday. The employee may choose to switch the worked holiday for another day off in that pay period.

8. Retirement Plan:

It is acknowledged by the Employee that the City's pension or retirement plan under the MERS system is a benefit he is eligible for as described in exhibit "A".

9. Professional Development:

The City shall pay for all of the Employee's annual dues for membership in necessary local, state and national associations and organizations along with related professional subscriptions. Furthermore, the City shall pay Employee's expenses, deemed necessary, to attend local, state and national conferences directly related to the position of Chief of Police.

10. Hours of work:

The Chief of Police is expected to work a minimum schedule of 40 hours per week and/or 80 hours per pay period. However, it is recognized that the Employee may devote time outside the normal office hours to conduct the business of the City in his capacity as Chief of Police and to this end the Employee may be allowed to take paid time off at his professional discretion, subject to the approval of the Police Committee.

11. Bonding:

The City shall bear the full cost of any and all fidelity or other bonds required of the Employee under any law, statute or ordinance.

12. Binding Clause:

This agreement shall not be altered, modified or changed in any way whatsoever, except as expressly written and agreed to herein. This employment agreement shall be binding on the City, its successors and assigns and on the Employee and his heirs and representatives.

In witness whereof, the City Council of the City of Laingsburg has caused this employment agreement to be signed and executed on behalf of the City of Laingsburg Michigan by the Mayor and City Clerk of the City of Laingsburg, Michigan and the Employee, Dan DeKorte has signed and executed this employment agreement on his own behalf on the 1st Day of July 2021.

Signed in the presence of: City of Laingsburg,
Michigan

By:

Jeff Geasler, Mayor

By:_____

Kim Hamilton, City Clerk

Signed in the presence of:

Employee:_____

Daniel DeKorte, Chief of Police

**FULL-TIME
EMPLOYEES' BENEFITS**

- a. Eligibility: All new full-time employees will be eligible for employee benefits once they have successfully completed sixty-days of their probationary period. (Affordable Care Act 11112014)

Part-time employees of the City of Laingsburg that are promoted to full time status and have worked for the City of Laingsburg on a continuous basis for at least six months will become immediately eligible for full time employee benefits, otherwise the employee must meet the 60-day waiting period from original date of hire. Health insurance, life insurance and short-term disability eligibility would be at the beginning of the month following the effective date of the promotion to full time status. (Affordable Care Act 1/1/2014)

- b. Bereavement Leave-Be granted up to five days for employee's spouse, employee's and employee's spouses children, parents; three days for employees and employees spouses brother, sister, grandparents. All days are considered as working days.
- c. Health Insurance- The City offers health insurance coverage for full-time employees and their family members. Employees that are eligible for health insurance coverage are offered Health Insurance as described in the Group Benefits package. Benefits are subject to change based on contract pricing and council approval. A Flexible Reimbursement Account is available, with the City allotting a given amount per policy to the employee using the health insurance, this amount will vary based on insurance contracts and deductibles. The employees will be allowed to add pretax dollars for an account total of \$2,500. A third party administrator will administer the Flex Account reimbursements. City will pay full insurance premium. (Council Minutes 5-12-03) Full-time employees who "opt out" of taking the Health Insurance will receive \$1,000 in a Flexible Spending Account, and \$1,200 with the option to be paid out to the employee or added their Flexible Spending Account. (Council Minutes 6-2-03)
- d. Holiday Schedule – The City of Laingsburg recognizes the following holidays off with pay (pay = eight hours regardless of shift – Minutes 311/2004): New Year's Day and Day Before, Martin Luther King, JR. Day, Lincoln's Birthday, Washington's Birthday, Good Friday Afternoon, Memorial Day, Juneteenth, 4th of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Day After, Christmas Day and Day Before. Full time employees that work City recognized holidays are paid double-time. If a City recognized holiday falls on Saturday the full time employee has Friday off. If the Holiday falls on Sunday the full-time employees shall have Monday off. Employees who work Easter Sunday will be paid double time.

- e. Involuntary Lay-Off – If a full-time employee is laid off from his/her position, it should be acted on by the Council. The following benefits will be continued for the employee while on Lay Off: seniority accumulation; status as an active employee for vacation time qualification; health insurance; unemployment insurance benefits. The following benefits will be continued for the employee for vacation time qualification; health insurance up to the 89th day of Lay-Off; life insurance; unemployment insurance benefits. The following benefits will not be continued during a Lay-Off: usage of sick leave, personal days, bereavement leave; wage continuation insurance; worker's compensation; social security; holiday benefits; pension contribution from the City. Any involuntary lay-offs be based on seniority be department and job classification. Employees will be notified five working days previous to a lay off.
- f. Life Insurance- Each full-time employee is covered by \$50,000 life insurance policy.
- g. Other Benefits – The City pays for Social Security, Medicare, Worker's compensation and unemployment insurance, to the extent required by law.
- h. Personal Days – Employees are able to have time off with payment for 32 hours per year for personal leave. Personal time is non-accumulate. Payment shall be given for 100 percent of the unused hours payable at the employee's anniversary date.
- i. Retirement – The City of Laingsburg joined MERS on 10-1-02. (City Council Minutes 8-5-02) The MERS benefits are as follows: B-2 a 2% multiplier on the final five-year average compensation with ten-year vesting. Full-time employees are required to pay 3% of their income toward their retirement program. See MERS handbook.
- J. Sick Days- After the first anniversary employees are able to have time off with payment for 64 hours per year for sick time. Time may be accumulated up to 96 hours. Payment shall be given for 100 percent of the unused sick time accumulated over 96 hours, payable at the employee's anniversary date. During an employee's first year of employment they shall be granted 4 hours per month of sick time. A doctor's statement may be required after an employee has been off work three consecutive working days.
- k. Vacations -Employees must take vacations by the following schedule. Request for vacation time should be submitted two weeks in advance to the supervisor. Pay will not be given for unused vacation time.
 - i. 1 year 1 week
 - ii. 2-4 years 2 weeks