

EMPLOYMENT AGREEMENT

Chief of Police

THIS EMPLOYMENT AGREEMENT by and between the **CITY OF MACKINAC ISLAND**, a Michigan municipal corporation, (hereinafter called the “Employer”) and **DWAYNE MIEDZIANOWSKI**, (hereinafter called the “Employee”), in the City of Mackinac Island, County of Mackinac, State of Michigan, witnesseth:

1. **Duties.** The Employer agrees to employ and the Employee agrees to accept employment with the Employer in the Position of Chief of Police of the City of Mackinac Island Police Department as described on Exhibit A, for the duration of the Agreement. The Employee agrees to faithfully and dutifully perform the duties of the position of Chief of Police and not to accept any other employment other than in accordance with the terms and provisions of the Agreement. The Employer recognizes that the position of the Chief of Police is an extraordinarily sensitive one relative to the enforcement, regulatory, investigative, and administrative responsibilities of the office. The Employee recognizes that the responsibilities of his office place him in the public view far beyond that of other public employees, and hereby agrees to keep his public and private affairs beyond reproach. The Employee recognizes the sensitive nature of his position relative to the public trust, and further takes notices of the sensitive, discreet, and confidential nature of public safety matters, and hereby agrees to do nothing to breach this confidence. The Employee recognizes the policy setting prerogative of the elected officials of the City of Mackinac Island, as expressed and implemented by the City Council and the Mayor.

2. **Terms of Agreement.** This Agreement shall be effective as of November 25, 2025, and shall expire on November 24, 2030, unless earlier terminated as set forth below:

A. *By the Employee:* The Employee may terminate this Agreement for any reason by giving sixty (60) days written notice to the Employer. If the Employee gives less than sixty (60) days’ notice of termination, he shall forfeit the right to any benefits otherwise payable upon the termination of employment.

B. *By the Employer:* Nothing shall prevent, limit or otherwise interfere with the Mayor’s ability to terminate this Agreement and the services of the Employee at any time, with or without cause, and for any of no reason notwithstanding any potential claim to the contrary. However, in the event the City terminates this Agreement without cause, the City shall pay the Employee an amount equal to 60 days severance pay and an additional \$2000 for moving costs. In the event the Employer terminates this Agreement for “just cause”, for purposes of this Agreement shall include but not be limited to employee misconduct, violation of employer’s rules, regulations and employment policies or failure to perform duties as provided in this agreement, the Employee shall have no right to any further pay or benefits including benefits otherwise payable upon the termination of employment.

C. *Death of Employee:* This Agreement shall terminate immediately upon the death of the Employee.

D. *Disability of Employee:* This Agreement shall terminate upon the inability of the Employee to perform the essential duties of his position for a period of ninety (90) consecutive days.

E. *Voluntary Demotion:* This Agreement shall terminate upon the Employee’s election for voluntary demotion from this position to return to the ranks of an officer with the City of Mackinac Island

Police Department. Such voluntary demotion and return to ranks shall only be permitted under the following conditions and with the following terms:

- i. This clause is specific to this particular Employee, as he is being promoted from a position in the City of Mackinac Island Police Department.
- ii. If the Employee gives less than sixty (60) days' notice of termination he shall forfeit the right to any option of voluntary demotion and return to ranks.
- iii. There must be a Letter of Agreement signed by the Mackinac Island Police Officers' Association, waiving section 7.5(h) Loss of Seniority for accepting a position of employment outside the bargaining unit. If such Letter of Agreement is made, the Employee's return to ranks will be to the position of seniority he left at the commencement of this Agreement, not with the years accumulated under this Agreement.
- iv. The Employee shall not be permitted to voluntary demotion and return to rank unless there is an open position that needs to be filled on the Mackinac Island Police Officers' Association. This shall be determined in the sole discretion of the Mackinac Island City Council at the time of any intention of the Employee to elect to voluntarily demote under this Section.
- v. The ability of Employee to voluntary demotion and return to ranks shall only be permitted upon the affirmative vote of the City Council after receipt of written request to do so from the Employee. Such affirmative vote shall not be unreasonably withheld.

3. **Compensation and Benefits.**

A. **Salary:** The Employee shall be paid an annual salary of \$99,000.00. Each year the salary shall be increased at the same rate as provided for in the City of Mackinac Island Salary Ordinance, which is amended each year.

B. **Health Insurance.** The Employer shall provide to the Employee health insurance coverage to the Employee, his spouse and children, with coverage being equal to the coverage provided to other city employees.

C. **Life Insurance.** The Employer shall provide at no cost to the Employee, a term life insurance policy provided by a carrier selected by the Employer having a value of Fifty Thousand and 00/100 (\$50,000.00) Dollars.

D. **Sick Leave.** The Employee shall carry over the 28 days of sick time accrued under his position with the Police Labor Agreement, into his employment under this contract. Beginning with the commencement of this Agreement, the Employee shall earn paid sick leave credit at a rate of one (1) day per month for each full calendar month actually worked up to a maximum of one hundred twenty (120) days. Sick leave may be used in the event that a *bona fide* illness or injury prevents the Employee from safely and effectively performing his duties. The Employee shall notify the Mayor as soon as practical that the Employee intends to use sick leave. Sick leave is a benefit solely for the purpose of protecting the Employee's income during a period of illness, and therefore, it is not intended as an alternate source of cash compensation. The Employer reserves the right to order the Employee to submit to a physical examination by a physician of the Employer's choice for sick leave of three (3) or more consecutive days or where sick leave is used repetitively.

E. **Personal Leave.** The Employer shall credit the Employee annually, three (3) paid days of personal leave time to be used for personal matters. In addition, the Employee shall be permitted additional days of personal leave with pay upon written request to and approval of such request by the Mayor at the Mayor's sole discretion. These additional days must be deducted from available sick leave. Any unused personal leave time shall not carry over to any subsequent year.

The Employee agrees to notify the Mayor as soon as practical that the Employee intends on using personal leave time, but no less than twenty-four (24) hours in advance. Personal leave time shall not be for more than one (1) day at a time and may be used in combination with scheduled days off.

F. **Funeral Leave.** The Employee shall be allowed to receive three (3) days of paid funeral leave in the event of the death of an immediate family member. For purposes of this Agreement, "immediate family member" shall include:

- Spouse of the Employee
- Mother
- Father
- Sibling
- Mother-in-Law
- Father-in-Law
- Step-Mother
- Step-Father
- Child and/or Step-Children
- Grandparent

In the event that matters necessitate the presence and attendance of the Employee beyond the three (3) days, the Employee may be allowed to use accumulated sick leave subject to approval of the Mayor, up to a total time off of no more than two (2) additional days.

G. **Vacation Leave.** The Employee shall be entitled to paid vacation leave credit to be taken during the year, subject to the approval of the Mayor, as follows:

- Employee shall carry over his existing 30 days of vacation time accrued under his current union employment position for the first year of employment. After the first year, vacation will be earned pro rata at the rate of twenty (20) days per year. Vacation may be taken before it is earned. The Employee may carry over a maximum of ten (10) days earned unused vacation to the following year, non-cumulative. Alternatively, Employee may elect to receive a pay-out for those 10 days of earned unused vacation instead of carrying them over to the following year. Earned vacation not taken, carried over, or paid out will be lost at year end. If employment ends during the vacation year, unused earned vacation shall be paid pro rata at the Employee's current rate of pay. If the Employee has borrowed vacation time, it shall be repaid to the Employer.
- The Employee may not take more than one (1) calendar week of vacation between June 15 and Labor Day each year, unless approved in writing by the Mayor.

- The Employee must coordinate with the Mackinac Island Fire Department Chief to ensure that the Fire Chief and Chief of Police will ensure that if both department heads are on vacation and/or off Mackinac Island at the same time, notice will be made to both departments and the Mayor informing them of who is in charge and provide a point of contact.

H **Retirement Contribution.** The Employer shall pay monthly to the Employee's 457 Deferred Compensation Plan the amounts as follows:

- During the term of this contract, a contribution at the rate of thirteen percent (13%) of the Employee's gross wages.
- Additionally, the Employer will match on a one for one basis any employee contribution to the deferred plan, up to a maximum of One Thousand Five Hundred Dollars (\$1,500) per contract year (April 1 through March 31st)

All Employer contributions shall be made monthly to the individual account of the Employee and shall be immediately 100% vested in that Employee.

I **Holidays.** In addition to the Employee's regular pay, the Employee shall be entitled to paid holidays. The holidays recognized in this agreement are as follows: **New Year's Day, President's Day, Easter Sunday, Memorial Day, Independent Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and the Employee's birthday.** In the event that the Employee is required to report for duty on one of the above-mentioned days, the Employee will be allowed to add one additional vacation day in lieu of the lost holiday.

Employee shall receive a one-time holiday bonus, equal to what he would have received under Section 10.1(a)(1) the 2023 Police Labor Agreement, which he earned for the 2025 year. This is a benefit only for this year, due to the specific circumstances and timing of the Employee's change in positions and benefits from the Labor Agreement to this Employment Agreement.

J. **Unused Leave and Any Unused Holidays.** Except as otherwise provided herein, any unused leave time, of any type, shall be forfeited upon termination of this agreement and the Employer shall have no obligation to compensate Employee therefor.

K. **Rent Elimination.** Employee shall have the option to receive additional compensation in the form of eliminating the rental payments should he choose to reside in the city owned residence available to the Chief of Police. The rent for this location is \$500.00 per month (which is a taxable benefit for the Employee) and in the event the Employee chooses to live in a non-city owned residence, the Employee shall receive additional compensation in the amount of \$500.00 per month, replacing the rent elimination addressed herein.

4. **Confidential Information.** The Employee acknowledges that he occupies a position of trust and confidence, and agrees that during and after the term of this Agreement, he will treat as confidential and will not, without written authorization from the Employer, directly or indirectly, disclose to any person, firm, association, or corporation or use for his own benefit or gain, any information which is confidential to the Employer.

5. **Annual Evaluations.** The Employee will be subject to an intermittent evaluation of the Employee's job performance at times determined by the Employer.

6. **Other.**

A. **Uniforms.** The Employer shall provide those uniforms and equipment necessary for the Employee to carry out his duties and responsibilities. Employee shall be reimbursed, for necessary actual dry-cleaning costs and/or the purchase of Department approved footwear, up to an annual non-cumulative limit of \$500, or a dollar amount equal to the reimbursement limit of permanent employees under the current police officers' association contract, whichever amount is higher. Chief of Police is required to be in uniform when on regular duty, uniforms must be approved by Mayor and/or Council.

B. **In-Service Training.** Upon the approval of the Mayor, the Employee shall be allowed to attend short-term training seminars or conferences up to five (5) days per session, seminar, or conference. The Employer shall pay those costs associated with such training to include registration fees, materials, costs, travel costs, lodging, and meals. In-service training shall directly relate to enhancement of the skills and knowledge of the duties and responsibilities required of the Employee and which directly benefits the services for the Employer.

C. **False Arrest.** Employee shall be protected under the Employer's blanket policy in an amount up to \$1,500,000.00.

7. **Whole Agreement/Amendment.** This Agreement constitutes the entire understanding of the parties and may only be amended in writing, signed by both the Employee and the Employer.

IN WITNESS WHEREOF, the parties have executed this Employment Agreement on this ____ day of _____ 2025.

WITNESS:

EMPLOYER:

CITY OF MACKINAC ISLAND,

Margaret M. Doud, Mayor

EMPLOYEE:

Dwayne Miedzianowski, Employee