

**CITY OF HOLYOKE CHIEF OF POLICE  
CONTRACT OF EMPLOYMENT**

Agreement made this 8th day of January 2021 by and between the City of Holyoke (hereinafter the "City") and David Pratt of said Holyoke (Hereinafter the "Chief" or "Chief of Police"). This Agreement shall hereinafter be referred to as either "the Agreement" or "this Contract."

WHEREAS, the City desires the of securing the services of the undersigned Chief for the administration of the Holyoke Police Department (hereinafter the "Police Department");

WHEREAS, the position of Chief of Police is considered a managerial and confidential position and is neither covered under the Massachusetts Civil Service system nor represented in a collective bargaining unit; and

WHEREAS, the Chief wishes to perform the duties of the position of Chief of Police according to the terms and conditions of this Agreement:

NOW THEREFORE, the City does hereby employ the Chief, and Chief agrees to serve, as the Chief of Police of the City of Holyoke, for the period and upon the terms and conditions set forth below:

**ARTICLE 1 - DUTIES**

The direct administrative control of the Police Department for the City shall be the responsibility of the Chief of Police in accordance with the Holyoke Code of Ordinances. The Chief shall report to and work under the direction of the Mayor. The Chiefs duties shall include, but are not limited to, the following:

- A. Supervision of the daily operation of the Police Department;
- B. Supervision of all departmental personnel;
- C. Preparation and submission of the Police Department budget to the Mayor and City Council;
- D. Submission of reports to the Mayor either orally or in writing when requested or required in order to ensure the proper communication between the Mayor and the Police Department;
- E. Responsibility for all departmental expenditures, as well as the receipt of funds and property in the custody of the Police Department;
- F. Supervision and control of all equipment and motor vehicles belonging to or used by the Police Department;
- G. Authority over and responsibility for the carrying out of all training programs for departmental personnel, any and all school program(s), the

Neighborhood Watch program, the Community Policing program, and any other program which may from time to time be instituted in the Police Department;

- H. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department subject to budgetary constraints and in accordance with applicable law;
- I. Supervision and control of all special, auxiliary and/or reserve police officers when in the service of the City of Holyoke and/or the Police Department;
- J. Supervision and control of all police personnel, civilian and commissioned, to include assignment;
- K. Maintaining the discipline of department personnel, the issuing of orders, rules, regulations, policies and procedures governing, and the assignment to shifts and duties of all departmental personnel;
- L. Availability for hearings before any Board of the City at which the Police Department is required to appear and before the City Council when requested or required to appear;
- M. Responsibility for planning, organizing, direction, staffing and coordinating police operations;
- N. Responsibility for communications with the public, including the media, on matters related to crime, police operations, department policy, criminal justice, court relations, and sentencing;
- O. Working with and supervision of the Police Comptroller to manage the fiscal operating budget of the Police Department; and
- P. Other related duties as may be reasonably assigned by the Mayor.

#### ARTICLE II - HOURS OF WORK

- A. The Chief agrees to devote the time and energy that is reasonably necessary for the Chief to faithfully perform the duties of Chief of Police under this Agreement.
- B. It is recognized that the Chief of Police must devote a great deal of time outside the normal office hours to the business of the City, as the Chief assumes this role twenty-four (24) hours per day, seven (7) days per week. The position of Chief of Police shall be an "as required" position and such term shall mean such hours as are necessary to perform all duties and responsibilities of the office, including but not limited to attendance at police emergencies that require his presence, press conferences, as well as at all meetings before any board of the City at which the Chief is requested or required to appear. The Chief, therefore shall be allowed to take permission days off and alter the Chiefs schedule as the Chief deems appropriate during said normal office hours, and at such times that will least adversely impact

department operations, provided the Chief must notify the Mayor in advance of any permission time that is going to be utilized by the Chief.

### ARTICLE III - INDEMNIFICATION

The City agrees that it shall defend, hold harmless and indemnify the Chief of Police from any and all liability of any kind or nature, including but not limited to, all loss, costs, damages, legal fees and expenses, plaintiffs legal fees and expenses, if any, or other personal financial loss or cost, arising out of any tort, professional liability claim, demand or any other civil or criminal legal action whatsoever, whether groundless or otherwise, arising out of an alleged act or omission by the Chief occurring in the performance of the Chiefs duties as Police Chief of the City, or of those for whom the Chief may be found legally responsible, to exclude only willful and/or intentional violations of the law or such gross negligence that malicious intent can be presumed as a matter of law, and is to be protected. This provision shall survive any termination of this agreement with respect to acts or omissions while serving as chief.

### ARTICLE IV - INSURANCE

- A. Professional Liability - The City agrees that it shall defend, hold harmless and indemnify the Chief of Police to the fullest extent provided by Article III herein.
- B. Disability - The City agrees to procure a disability insurance plan for the chief providing salary continuation and medical expense coverage in such amounts as it reasonably determines appropriate, or alternatively, to continue the Chiefs pay and benefits for any period of total or partial non-work-related disability (but not to exceed six (6) years).
- C. Injured on Duty - As a sworn police officer, the Chief of Police shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F of the Massachusetts General Laws.

### ARTICLE V - MISCELLANEOUS

- A. The Chief of Police shall be eligible for all health and life insurance benefits to the same extent as other employees of the City. The City agrees to contribute toward the cost of such insurance programs an amount or percentage no less than the highest applicable amount or percentage available to such employees. Upon the Chief's choosing, he shall be allowed to enroll/remain enrolled in spouse's health plan which is covered by employer's health benefit plan, under which he is eligible arising out of her

- B. employment, as an alternative to enrolling in the City's plan. If such option is exercised, the Chief shall have the option to enroll in the above-mentioned plans if needed in the future.
- C. The Chief of Police shall have unobstructed access to the Mayor upon request.
- D. Personnel from City departments will be available to assist in the research and planning of police objectives. In addition, the City agrees to continue funding a line item for the purpose of providing mapping and data management services to the Police Department.
- E. The Chief of Police shall have the authority to reorganize/structure and allocate staffing of the Police Department consistent with applicable Collective Bargaining Agreements and state law.
- F. The Chief of Police shall have the authority to hire/fire and maintain, at the City's expense, the services of an Administrative Assistant/Secretary for the duration of his contract or any extension thereof.
- G. The Chief of Police shall have the authority to hire/fire and maintain, at the City's expense, the services of a Police Comptroller as recommended by the "Police Special Audit" conducted by Melanson Heath & Company, PC, Certified Public Accountants, in 1997 for the duration of his contract or any extension thereof.

#### ARTICLE VI - RESIDENCY

The Chief of Police shall have up to 12 months to relocate and maintain a residence in the City of Holyoke for the term of this Agreement. Failure to meet this requirement within the 12-month period shall result in termination from employment as Chief and return him to his Civil Service Rank of Captain.

#### ARTICLE VII - DUES AND SUBSCRIPTIONS AND PROFESSIONAL DEVELOPMENT

- A. The City agrees to budget an amount not to exceed \$3,750.00 for the professional dues, memberships and subscriptions of the Chief of Police for his continuation and full participation in international, national, regional, state and local associations and organizations necessary and/or desirable for his continued professional growth and advancement, and for the good of the City.
- B. The City recognizes its obligation to the professional enhancement of the Chief of Police, and agrees that the Chief of Police shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator; accordingly, the Chief of Police will be allowed to attend the

meetings, conferences and training of the Massachusetts Chiefs of Police, Massachusetts Major City Chiefs,

Western Massachusetts Chiefs of Police, New England Chiefs of Police, International Association of Chiefs of Police, LEED each year without loss of vacation or other leave, and the City shall budget for all related expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences in an amount not to exceed \$ 1 0,000.00 per year. The City Treasurer may obtain and provide a City credit card to the Chief of Police for the purpose of payment of said expenses and other departmental expenses related to travel and miscellaneous purchases, in which case the billing invoices shall be sent directly to the City Auditor for the City of Holyoke and payment shall be made out of the Police Department fiscal operating budget.

**ARTICLE VIII - AUTOMOBILE, CELLULAR PHONE, LAPTOP COMPUTER, UNIFORM, ETC.**

- A. The City agrees to reimburse the Chief of Police for reasonable travel related expenses pursuant to the City Travel Policy, a copy of which is attached hereto and made apart hereof. After the Chiefs term of employment with the City has terminated, the City agrees to reimburse the Chief for reasonable travel related expenses, including mileage (under 150 miles) or airfare (over 150 miles upon his choice), as well as room and board, if his presence is required for testimony or deposition (except to the extent he is the Plaintiff or complaining party), whether by subpoena or at the request of the City or its attorneys, in any legal action, or if his presence is requested by the City or on behalf of the City for any other reason for which he agrees to present himself upon invitation of the executive or legislative branch.
- B. The City will supply normal administrative equipment, including but not limited to a cell phone, laptop computer, and service weapon.
- C. The City shall provide an unmarked police vehicle for use by the Chief of Police and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief of Police for his professional growth and development and may be used for personal reasons to reflect the Chiefs "as required" status in Article II, Section B. The Chief shall be the only permitted operator of the assigned unmarked police vehicle and shall assume sole responsibility for the conduct of any other individual who operates said vehicle under the Chief's direction and with his approval.
- D. The City agrees to reimburse the Chief of Police for tuition for one evening college level course per semester at a college of the Chiefs choice in his pursuit and attainment of an undergraduate or graduate degree in law, criminal justice, or business administration, or other area of education

adjudged to be relevant and beneficial to his position as Chief, subject to the prior approval of the Mayor and subject to appropriation.

- E. The Chief shall have the authority to design and wear an appropriate uniform of his choice, subject to approval of the Mayor and appropriation. The Chief will be provided with \$2,500 dollars per year clothing allowance, paid through payroll. Said allowance shall not be used as a reimbursement.

#### ARTICLE IX - DEATH DURING TERM OF EMPLOYMENT

If the Chief of Police dies during the term of his employment, the City shall pay to the Chiefs spouse, all or equal shares alike, all the compensation at the rate which would otherwise be payable to the Chief of Police up to the date of the Chiefs death, including, but not limited to, payment for any unused and accumulated vacation time, sick time and personal days.

#### ARTICLE X - DISCIPLINE OR DEMOTION

- A. It is agreed that the Chief of Police can be disciplined or demoted from the rank of Chief (back to rank of Captain) only for just cause, upon proper notice of at least twenty-one (21) days and only after a hearing at which the Chief of Police shall have the right to be represented by counsel of his choice. The Chief of Police shall have the option of choosing whether or not any such hearings shall be closed to the public or held as a public hearing. The term "proper notice" as it appears in this section means that written notice of the hearing must be given to the Chief of Police at least twenty-one (21) calendar days prior to the date of the hearing and must set forth the following: (i) date, time, and location of the hearing; (ii) the reason for the hearing; (iii) the charges alleged; and (iv) the range of discipline considered.
- B. The Mayor shall provide the Chief of Police with annual performance evaluations.
- C. The Chief of Police may appeal any discipline or discharge to: (i) a labor arbitrator of the American Arbitration Association, whose decision shall be final and binding; and/or (ii) the district or superior court in Hampden County. The aforementioned court or arbitrator shall have jurisdiction of any petition for writ of mandamus for reinstatement of the Chief of Police if he alleges that he has been improperly suspended or discharged.
- D. In the event the arbitrator or court shall reverse or modify a suspension or discharge of the Chief of Police, the Chief of Police shall be entitled to back pay, benefits and his attorney's fees and expenses shall be paid by the City.

ARTICLE XI - COMPENSATION AND BENEFITS

A. The Chief of Police shall receive the sum of One Hundred and Forty-Seven Thousand Dollars \$147,000 per year as salary during the term of this Contract, payable in 26 biweekly installments, yearly.

B. The Chief shall receive the following benefits:

- Fifteen (15) sick days credited on January 1 of each year. Accumulative to his current 250 sick days, but not to exceed 250 sick days.
- For every four (4) months the Chief does not utilize a sick day, he will receive one day's compensation.
- Eight (8) annual personal days
- Thirty-five (35) vacation days, annually.
- The Chief can carry over 10 (10) unused vacation days, annually.
- Four (4) bereavement days in the event of the death of a spouse, parent, grandparent, child, grandchild, sister, brother, mother and father in-law. One (1) bereavement day in the event of the death of a brother or sister in-law, aunt, uncle, niece, nephew or first cousin
- Eleven (11) holidays as recognized by the City of Holyoke, paid annually from the first pay period in December
- Five (5) bonus holidays, recognized by the City, as well as St. Patrick's Parade Day, will be paid at a rate of \$150.00 when worked by the Chief.
- Training Pay (paid bi-weekly) at his current rate as of August 1, 2021
- On the date of employment anniversary, the Chief shall receive longevity pay as follows:

Length of Employment On or After January 1, 2017

10 or more years	1.5% of base salary
15 or more years	1.75% of base salary
20 or more years	2% of base salary
25 or more years	4% of base salary
30 or more years	5% of base salary

- Quinn Bill incentive- Computed at the eligible percentage of the sum of Base pay + Training pay + Longevity pay
- Accumulated compensatory time shall be paid at the Chief's hourly rate prior to being appointed as Chief.

In recognition of all the time demands placed on the Chief of Police, the City shall buyback five (5) days of accrued but unused vacation from the Chief of Police on an annual basis at one hundred (100%) percent of the Chief of Police's rate of pay. This buyback shall be paid within thirty (30) days of the end of the fiscal year. The City shall buy back all of the Chiefs unused and accumulated vacation and sick time owed to him at such date during this Contract as of which the Chief of Police may

choose to retire, or as of such date the Chief of Police may be obliged to retire due to disability, termination or other event not attributable to his fault.

- C. The Chief of Police shall be entitled to continue as a member of the city of Holyoke contributory retirement system same as he has under local 388/409.

#### ARTICLE XII COMPLAINTS

A. The Mayor and members of the City Council shall normally only respond to or address complaints or allegations against the Chief that are written and signed. The Mayor shall supply the Chief with a copy of the complaint prior to any formal meeting convened to discuss or take action on any written and signed complaint.

#### ARTICLE XIII - MODIFICATION

No change or modification of this Contract shall be valid unless it is in writing and signed by both parties.

#### ARTICLE XIV - GOVERNING LAW

This Contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts, and shall inure to the heirs, representatives, and successors of the respective parties. Neither party may assign this Contract.

#### ARTICLE XV - SEVERABILITY

If any clause or provision of this contract shall be determined to be illegal by a court of competent jurisdiction, the remainder of the Contract shall remain valid and enforceable.

#### ARTICLE XVI - TERMS

- A. The terms of this Contract shall commence on August 1, 2021, and shall end on the earlier of: (a) August 1, 2024; (b) such date during the term hereof as the Chief may choose to retire; (c) such date during the term hereof as the Chief may be obliged to retire due to disability, or (d) the Chief's mandatory retirement date under the Massachusetts General Laws.
- B. This contract may be extended as provided by its terms. Unless either party provides written notice to the other of its intention to renegotiate and/or not to renew this contract no less than twelve (12) months prior to the end of its initial or extended terms, this Contract shall automatically renew and be extended on the then applicable terms and conditions for an additional three year term. This contract will remain in full force and effect during any period of negotiation/renegotiation.
- C. In the event the Chief of Police resigns following a formal suggestion by the Mayor that he resign, or be demoted back to the civil service rank of Captain before the expiration of the then applicable term of this contract, the City



shall pay the chief of Police a lump sum severance payment equal to the balance of any term of the remainder of this contract, but in no event less than twelve (12 month's salary and benefits, in addition to any and all unused, accrued and accumulated vacation time, personal days and sick time.

- D. In the event of the Chief of Police intends to resign, retire or return to his civil service rank of Captain voluntarily before the natural expiration of any term of this contract, then the Chief of Police shall give the Mayor sixty (60) days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the Chief will be entitled to receive pay for any and all unused, accrued and accumulated leave, including all sick time.
  
- E. The city agrees to sign on an annual basis civil service form 56 (Leave of Absence) form, which is necessary to have on file in the event that the chief reverts back to the civil service rank of Captain.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals to this instrument the date and year first above written:

FOR THE CITY OF HOLYOKE



Alex Morse, Mayor

FOR THE CHIEF OF POLICE

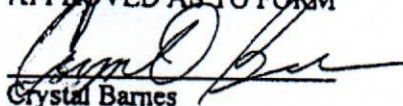


David Pratt



Eric R. Atstupenas, Esquire  
Attorney for David Pratt

APPROVED AS TO FORM



Crystal Barnes  
City Solicitor