



Mayor Joshua Garcia

City of Holyoke

Law Department

May 3, 2022

City Council  
536 Dwight Street  
Holyoke, MA 01040

RE: Fire Chief's Contract

Dear Councilors:

This communication is a late addition to tonight's Agenda:

I have enclosed a copy of the new Fire Chief's contract for your review. Please note the Fire Commission will meet on May 19, 2022, so that we can obtain the chair's signature.

Sincerely,

Lisa Ball  
Acting City Solicitor

RECEIVED

MAY 03 2022

**FIRE CHIEF EMPLOYMENT CONTRACT** Holyoke City Clerk's  
Holyoke, MA

Agreement made this 19th day of June, 2022 by and between the City of Holyoke, Massachusetts, a municipal corporation (hereinafter, "employer" or "City") and John Kadlewicz (hereinafter the "Chief" or "Fire Chief")

WHEREAS, the City is desirous of securing the services of the CHIEF in the administration of the Fire Department; and;

WHEREAS, the City has or hereby does recognize voluntarily, pursuant to the applicable regulations of the Massachusetts Labor Relations Commission, the position of Fire Chief is a managerial and confidential position and that it is covered under the applicable City of Holyoke Ordinances; and;

WHEREAS, the CHIEF is willing to perform the duties of the position of Fire Chief according to the terms and conditions of this Contract;

NOW, THEREFORE, the City and the Chief hereby agree that the following terms and conditions shall govern the salary and fringe benefits payable under this contract to which said Chief shall be entitled as Fire Chief.

**1. DUTIES**

The administrative, managerial, and supervisory control of the Fire Department for the City, subject to the applicable Ordinances shall be the responsibility of the Fire Chief. His duties shall include but not limited to the following:

- A. Supervision of the daily operation of the Fire Department.
- B. Supervision of all departmental personnel.
- C. Preparation and submission of the Fire Department budget.
- D. Submission of reports to the City either orally or in writing when requested or required in order to ensure the proper communication between the City and the Fire Department.
- E. Being responsible for all departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- F. Supervision and control of all Department equipment, vehicles and apparatus belonging to or used by the Fire Department.
- G. Establishing radio communications, uniforms, equipment, apparatus, and vehicle specifications for the Fire Department.
- H. Supervision and control of all training programs for department personnel and the assignment of personnel to such programs.
- I. Maintaining the discipline of department personnel; the issuing of orders, rules, regulations, policies, procedures and the assignment to shifts and duties of all department personnel,
- J. Being available for hearings before any Board of the City at which the Fire Department is required to appear.

- K. Being responsible for planning, organizing, directing, staffing and coordinating fire and related operations.
- L. Being responsible for communication with the public, including the media, on matters related to fire safety, fire operations and department policy.

## **2. HOURS OF WORK**

- A. The Chief agrees to devote that amount of time and energy that is reasonably necessary for the Chief to faithfully perform the duties of Chief under this Contract.
- B. It is recognized that the Fire Chief must devote a great deal of time outside the normal office hours to the business of the City, to that end, the Fire Chief shall be allowed to take compensatory time off as he shall deem appropriate during said normal office hours and at such time which the Chief reasonably determines will not adversely impact Department operations least.

## **3. INDEMNIFICATION**

The City agrees that it shall defend, save harmless and indemnify the Fire Chief from any and all personal finance loss and expenses, including damages, costs, legal fees, plaintiff's legal fees and costs, if any, arising out of any litigation including torts, professional liability claims, demands or any other civil or criminal legal actions whatsoever, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Fire Chief's duties.

## **4. INSURANCE**

- A. **Professional Liability-** The City agrees that it shall defend, save harmless and indemnify the Fire Chief to the extent provided under Massachusetts General Laws Chapter 258.
- B. **Miscellaneous-** The Fire Chief shall be eligible for all health and life insurance to the same extent as other city employees are eligible. The City agrees to contribute towards the cost of such insurance programs an amount or percentage available to other City employees. The Fire Chief shall have unobstructed access to the mayor upon request. Personnel from City Departments will be available to assist in the research and planning of Fire Department objectives.
- C. **Injured on Duty-** As a sworn firefighter, the Fire Chief shall be entitled to injured-on-duty benefits as provided in Chapter 41, Section 111F as well as the Retirement Presumptions applicable in accordance with Chapter 32 sections 94A, 94B, 94C, of the Massachusetts General Laws.

- 5. **DUES AND SUBSCRIPTIONS-** The City agrees to budget and to pay an appropriate amount for the professional dues and subscriptions of the Fire Chief for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the good of the City, including but not limited to the International Association of Fire Chief's, the New England Fire Chief's Associations, the Massachusetts Fire Chief's Association, and the applicable regional Massachusetts Fire Chiefs Association.

**6. AUTOMOBILE**

- A. The CITY shall provide a vehicle for use by the Fire Chief and pay for all attendant operating, maintenance expenses and insurance. Said vehicle is to be used without limit by the Fire Chief in connection with the performance of his duties as CHIEF and for his professional growth and development. It is also understood and agreed that the vehicle provided is to be used by the Chief for personal use.
- B. The City shall provide the Fire Chief currently available communications technology that he determines is needed to perform the professional functions of the job. This would include but not be limited to a laptop computer(s), and other similar equipment such as a cell phone needed to communicate with the department and city officials.

**7. PROFESSIONAL DEVELOPMENT**

The City recognizes its obligations to the professional development of the Fire Chief, and agrees that the Fire Chief shall be given adequate opportunities to develop his skills and abilities as a public safety administrator, accordingly, the Fire Chief will be allowed to attend the New England Fire Chief's Conference, the International Association of Fire Chief's Conference, Fire Rescue International, and any other applicable similar type conferences each year without loss of vacation or other leave, and will be reimbursed by the City for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences, assuming there is money in the Fire Department budget to cover said expenses. The City further agrees to reimburse the Chief for reasonable travel expenses pursuant to the City Travel Policy.

**8. DEATH DURING EMPLOYMENT**

If the Fire Chief dies during the term of his employment, the City shall pay to the Chief's spouse or in the event the Chief's spouse does not survive then to his estate all the compensation which would otherwise be payable to the Fire Chief up to the date of the Chief's death, including, but not limited to, unused vacation, holidays, personal days, incentive days and sick days. This includes any and all compensation payable if the Chief dies in the line of duty.

**9. DISCIPLINE OR DISCHARGE**

- A. It is agreed the Fire Chief can be disciplined or discharged only for just cause, upon proper notice and only after a hearing at which the Fire Chief shall have the right to be represented by counsel of his choice. The Fire Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The principle of progressive discipline will apply and the City recognizes its obligation to provide the Chief with regular periodic performance evaluations.
- B. The Fire Chief may appeal any contemplated discipline or discharge that he is notified of to arbitration before a labor arbitrator of the American Arbitration Association.
- C. The Fire Chief may appeal any discipline or discharge upheld by an Arbitrator to any court of competent jurisdiction.

D. If the Arbitrator, or court of competent jurisdiction reverses a suspension or discharge and orders that the Fire Chief be reinstated to duty, the Fire Chief shall be intitled to full back pay, benefits and counsel fees.

**10 COMPENSATION**

A. **SALARY- Effective June 19th, 2022** the Fire Chief shall receive the sum of **\$136,000.00** (One hundred Thirty Six Thousand Dollars and Zero Cents) as salary in the first year of this contract. The Fire Chief will receive increases at the same percentage as the firefighters, and also at the discretion of the Mayor.

**B. VACATION**

The Chief will receive vacation time based on the following schedule:

Years of Service	Working Days
25	34
20	30
15	23
10	20
5	12

If the Chief attains the number of years of service in the calendar year to qualify for more vacation, he shall be granted vacation in that year by the schedule above. Up to ten (10) unused vacation days may be cashed in by December 31 of a calendar year at one hundred percent (100%) of that year's rate. The rate shall be computed by dividing the Chief's weekly compensation by four (4) and multiplying with the number of unused days. The Chief shall be able to automatically roll-over up to fifteen (15) accrued but unused vacation days into the next calendar year. Should the Chief desire to roll-over any accrued but unused vacation days in excess of the fifteen (15) automatically rolled over, the Chief shall receive express written approval from the Mayor.

**C. SICK LEAVE**

Sick leave may be used by the Chief if he is physically or mentally incapacitated from working due to a non-work related illness or injury. Using sick leave when the Chief is not sick is prohibited. One hundred and fifty (150) hours of sick leave will be credited to the account of the Chief on January 1<sup>st</sup> of every calendar year.

Upon the resignation, retirement, or death of the Chief, the City will pay the Chief, or if he is deceased, to his spouse, beneficiary or personal representative, payment for accumulated but unused sick leave with the following formula: The number of accumulated but unused sick leave hours shall be divided by two(2) multiplied by the effective hourly rate of compensation; provided, however, that under no circumstances shall the

Employer be obligated to pay under this section an amount greater than that which represents two thousand (2000) hours.

The Chief shall not be permitted to accumulate more than two thousand (2,000) hours of sick leave. If the Chief, as of December 1<sup>st</sup> of any year, has accumulated more than two thousand (2,000) hours, the City shall pay to the Chief an annual sick leave buyback bonus payable on or prior to December 21<sup>st</sup>, equal to the amount of sick leave hours over two thousand (2,000) times the then effective hourly rate of pay.

If the Chief has three (3) or fewer absences recorded against him as being attributable to his sick leave account during a calendar year, he shall be granted additional hours of compensated time off, called "incentive days" by the following schedule:

Sick Days Unused	Incentive Days
0	4 days off
1	3 days off
2	2 days off
3	1 day off

All incentive days shall be applied for in accordance with departmental practice governing vacations. At the end of each calendar year, any unused incentive days will be bought back by the City at the same daily rate that is used for Holidays. For reference, the calendar year will run from January 1<sup>st</sup> to December 31<sup>st</sup>.

**11 CLOTHING ALLOWANCE**

The City will appropriate the sum of one thousand four hundred dollars (\$1,400.00) to the Chief as an annual clothing allowance. This payment shall be in addition to the Chief's base pay and rolled into the base pay referred to in paragraph 10.

**12. LONGEVITY**

The Chief shall receive annual longevity pay equaling 3% (three Percent) of his annual base salary. This payment shall be in addition to the Chief's base pay and rolled into the base pay referred to in paragraph 10.

**13. MILITARY LEAVE**

The Chief shall be entitled, during actual service as a member of the Reserve Armed Forces of the United States or in the National Guard, to receive full pay and benefits from the Employer while so serving for any period during any calendar year not in excess of fifteen (15) calendar days.

Military leave under this Article shall not be counted as vacation, sick leave, bereavement leave or other leave.

Except in cases of emergency, If the Chief is needing military leave he shall notify the Mayor in writing as soon as he is informed of the need for leave and shall provide the Mayor with a copy of his orders within twenty-four (24) hours of receipt of same.

**14. FUNERAL AND BEREAVEMENT LEAVE**

In the event of the death of the spouse, parent, grandparent, stepchild, step-sister, step-brother, step-parent, child, grandchild, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or spouses grandparents, of the Chief, he shall receive a leave of absence with pay. The leave of absence shall not authorize absence from work before the date of death, nor, in any event, exceed four (4) working days. Subject to the provisions of this Article, in the event of the death of an aunt, uncle, niece, nephew, or first cousin of an otherwise eligible employee, the Chief shall receive a leave of absence for one (1) working day. For the purposes of this Article the mother or father of a former spouse by divorce of an otherwise eligible employee shall not be deemed to be the mother-in-law or father-in-law of said employee. If the funeral attended was over one hundred (100) miles from Holyoke, the Chief shall be entitled to one (1) additional day of bereavement leave.

**15. PERSONAL DAYS**

The Chief is entitled to three (3) personal days per calendar year. Unused personal days may be cashed in by December 31 of a calendar year at one hundred ten percent (110%) of that year's rate. The payout shall occur in January of the following year. If this particular benefit is negotiated out of the Deputy Chief's contract it shall also be deemed to be negotiated out of the Chiefs Contract as well. The Chief agrees to sign any addendum needed in this regard.

**16. HOLIDAYS**

The Chief shall receive the following Massachusetts legal holidays off with pay: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Juneteenth, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

**17. NO REDUCTION OF BENEFITS**

The City agrees that the City shall not at any time during this Contract reduce the salary, compensation, or other benefits of the Fire Chief, except to the extent that such reduction is evenly applied across-the-board for all employees of the City.

**18. MODIFICATION**

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

**19. LAW GOVERNING**

This contract shall be construed and governed by the Laws of the Commonwealth of Massachusetts.

**20. SEVERABILITY OF PROVISIONS**

If any clause or provision of this contract shall be determined to be illegal by a Court of Competent jurisdiction, the remainder of this contract shall not be affected thereby.


**21. LENGTH OF CONTRACT**

A. This Contract shall be in effect in all of its terms from the date of signing until (a) amended by mutual agreement of the parties; (b) employee voluntarily separates/retires from City service or voluntary accepts a reduction in rank; or, (c) employee is involuntarily separated from City service or is involuntarily reduced in rank.

B. In the event the Fire Chief intends to resign voluntarily before the natural expiration of any term of employment, then the Chief shall give the CITY 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 unused vacation and accrued sick time.

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:

  
\_\_\_\_\_  
Joshua A. Garcia, Mayor

FOR THE CHIEF:

  
\_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Lisa A. Ball Esq.  
City Solicitor

FOR THE HOLYOKE FIRE COMMISSION

\_\_\_\_\_  
Chair Holyoke Fire Commission