

**EMPLOYMENT CONTRACT BETWEEN
THE TOWN OF WEST BROOKFIELD
AND
CHIEF NATHAN HAGGLUND**

On this 17th day of January 2023, the Town of West Brookfield, Massachusetts, (“the Town”) by the Select Board and Chief Nathan Hagglund (“the Chief” or “Chief of Police”) enter into the following contract pursuant to Massachusetts General Laws Chapter 41, Section 108O, as amended.

WHEREAS, the Town is desirous of securing the services of the Chief in the administration of the West Brookfield Police Department (“the Department”); and

WHEREAS, the Chief wishes to perform the duties of the position of the Chief of Police as provided herein and subject hereto;

NOW, THEREFORE, the Town and the Chief hereby and hereinafter agree to the following terms and conditions as stated herein and subject to the statutory references that shall be incorporated into this Contract.

Section 1. APPOINTMENT

The Town hereby and hereafter appoints the Chief pursuant to and in accordance **Chapter 41, Section 97A** of the Massachusetts General Laws, as amended.

Section 2. TERM

- 2.1 Initial term. The initial term of this Contract shall be for period commencing on January 17, 2023 and ending on January 16, 2026, However, this Contract may be extended as provided by its terms.
- 2.2 Effect of successor contract. The terms of this Contract will remain in effect unless and until a successor contract is executed.
- 2.3 Effect of notice to renegotiate or not to renew. 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 any extended terms, this Contract shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period.

Section 3. COMPENSATION & BENEFITS

3.1 Initial salary. The Town shall pay the Chief of Police the sum of \$99,500.00 as salary, prorated, in the first year of this Contract.

3.2 Annual salary increases. Starting on July 1, 2023, and on each succeeding fiscal year during the term of this Contract, the Chief shall receive a two and one half (2.5%) percent increase in salary. The Chief shall receive such additional merit increases or salary adjustments as may be made at the discretion of the Select Board based on the Chief's annual performance evaluation.

3.3 Enumeration of benefits. The Chief shall receive, and be entitled to, the following benefits:

- (a) **Vacation leave.** The Chief shall be entitled to Twelve (12) days of vacation leave. Starting on July 1, 2023, the Chief shall be entitled to 25 days of vacation leave. Starting on July 1, 2024 the Chief shall be entitled to 28 days of vacation leave. Starting on July 1, 2025 the Chief shall be entitled to 30 days of vacation leave..

The Chief will notify the Executive Secretary prior to any vacation period of more than two (2) consecutive business days. It is understood that in the absence of the Chief, a Sergeant, or other designated officer, will serve to run the department.

- (b) **Sick leave.** The Chief shall accrue fifteen(15) sick days as of the first day of this Contract. Starting on July 1, 2023, and in each succeeding fiscal year during the term of this Contract, sick leave shall be accrued at the rate of one (1) day per month, to a maximum of nine hundred sixty (960) hours. Once the Chief has reached the cap, any remaining sick time at the end of the fiscal year shall be paid to the Chief at fifty percent (50%) of the regular rate of pay. Upon retirement as a full-time employee of the Town, the Chief will receive fifty (50%) percent of accumulated sick leave up to a total of \$7,500.00. This will likewise apply if the Chief is forced to retire as a result of a job-related injury or under the "Heart Bill", upon separation of service for any reason, or upon the Chief's death during the term of this Contract. Days may be used to attend to the illness of immediate family members, consisting of spouse, parent or child.

- (c) **Personal leave.** The Chief shall be entitled to three (3) personal days per fiscal year to be taken at the Chief's discretion commencing on July 1, 2023.

(d) **Bereavement leave.** In the event of the death of a spouse, son, daughter, father, mother, stepson, stepdaughter, stepfather, stepmother, brother, sister, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or any person not classified above, but who permanently resides with the family of the Chief, the Chief shall be granted five (5) days off, and in the event of a death in the Chief's family for a relative other than those herein enumerated, the Chief shall be granted two (2) days off as bereavement leave within a reasonable amount of time, without loss of pay for the purpose of attending funeral services, arranging for burial, and as a period of bereavement. Leave without loss of pay under this section will not be deducted from sick, personal or vacation leave.

(e) **Holiday pay.** If the Chief is on-duty at any time on a Town-recognized holiday, the Chief shall receive one day in lieu of the holiday worked. Payment shall be issued at the end of the pay period for the total number of holidays worked.

(f) **Longevity pay.** In addition to the above figures, but part of the Chief's regular salary, the Chief shall receive longevity pay in the amount of \$1,000. Starting on July 1, 2023, and in each succeeding fiscal year during the term of this Contract, the Chief shall receive an additional \$150.00 increase in this longevity pay.

FY 2023 - \$1,000

FY 2024 - \$1,150

FY 2025 - \$1,300

FY 2026 - \$1,450

(g) **Uniform allowance.** The Chief shall receive an annual allowance of \$1,500.00 for the purchase and maintenance of uniforms or business attire associated for the job requirements.

(h) **Health & Life insurance.** The Chief shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government Town employees are eligible. The Town agrees to contribute towards the cost of such insurance programs an amount or percentage not less than seventy-five (75%), or the highest applicable amount or percentage available to officers of any rank of the Police Department, whichever is greater.

- (i) **Educational pay / career incentive pay.** In addition to the above figures, but not part of the Chief's regular salary, the Chief shall receive educational pay and career incentive pay equal to fifteen (15%) percent for holding a degree in Master of Public Administration.
- (j) **Injured on duty.** As a sworn police officer, the Chief shall be eligible for injured-on-duty benefits as provided by G.L. c. 41, § 111F. At the Town's request, the Chief will attend and cooperate fully with an evaluation by a Town physician to determine eligibility for benefits under G.L. c. 41, § 111F or to otherwise determine fitness for duty.
- (k) **Retirement.** As a sworn police officer, the Chief shall be entitled to retirement benefits under G.L. c. 32.
- (l) **Disability Insurance.** The Town agrees to provide a disability insurance plan for the Chief providing salary continuation and medical expense coverage in such amounts as it reasonably determines appropriate.
- (m) **Compensatory time.** It is recognized that the Chief must devote a great deal of time outside normal office hours to conduct the business of the Town. The Chief, therefore, shall be allowed to take compensatory time off and alter the Chief's schedule as the Chief deems appropriate during said normal office hours, and at such times that will least adversely impact Department operations.

3.4 Benefits not addressed. For all benefits not specifically mentioned herein, the Chief shall receive at least the same number of sick days, personal days, bereavement days, holiday pay, longevity pay, educational pay, uniform and cleaning allowance, health and life insurance, and cost of living adjustment (COLA) as all other benefits as granted to any of the other regular police officers or any rank in the Town or any other non-union department heads of the Town, whichever is greater.

Section 4. DUTIES

4.1 Enumeration of duties. The head of the Department for the Town shall be the Chief of Police. The duties of the Chief shall include, but not be limited to, the following:

- (a) Maintaining adequate public safety in the Town;

- (b) Supervising the daily operations of the Department;
- (c) Supervising and directing all Department personnel;
- (d) Preparing and submitting the Department budget;
- (e) Keeping the Select Board advised of Department matters;
- (f) Submitting reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the Department;
- (g) Being responsible for all Departmental expenditures, as well as the receipt of funds and property in the custody of the Department;
- (h) Being responsible for all Department property in custody of the Department;
- (i) Supervising and controlling of all Department equipment and motor vehicles belonging to or used by the Department;
- (j) Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Department;
- (k) Being in charge of all special, auxiliary and/or intermittent police officers;
- (l) Serving as Keeper of the Lockup (G.L. c. 40, § 35);
- (m) Supervising and controlling all training programs for Department personnel and the assignment of personnel to such programs;
- (n) Maintaining the discipline of Department personnel; issuing orders, rules, regulations, policies and procedures; and assigning of all Departmental personnel to shifts and duties;
- (o) Being available for hearings before any Board of the Town at which the Chief is requested to appear and before the Town Meeting when necessary;
- (p) Planning, organizing, directing, staffing and coordinating Police operations;

- (q) Communicating with the public, including the media, on matters related to crime, police operations and Department policy;
- (r) Being responsible for the proper training and qualification of personnel for duty;
- (s) Maintaining adequate books and records for the Department in such detail to furnish all information necessary for the operation of the Department and to permit analysis and report;
- (t) Coordinating with other Town Departments' non-law enforcement activities as appropriate; and
- (u) Being responsible for such other reasonable duties as requested by the Select Board, either directly or through the Select Board, or other such reasonable duties as are consistent with the duties of a Police Chief and as may be required in accordance with the state and federal law, the City's/Town's By-laws, the Police Department Rules and Regulations and the Town Charter.

Section 5. HOURS OF WORK

- 5.1 Generally. The Chief shall devote a full-time amount of time and energy necessary to faithfully perform the duties of the Chief of Police under this Contract.
- 5.2 Permitted outside employment. The Chief shall be permitted to teach occasional classes or engage in occasional consulting that will least adversely impact Department operations.

Section 6. INDEMNIFICATION & INSURANCE

- 6.1 Indemnification. To the extent permitted by law, and in accordance with the provisions of G.L. c. 258, §9, whichever was adopted by the Town, The Town agrees to defend, save harmless and indemnify the Chief against any complaint, claim, demand, suit or judgment, whether groundless or otherwise, arising out of any alleged act or omission occurring within the scope of the Chief's employment and in the performance of the Chief's duties as Police Chief of the Town. This provision shall survive any termination of this agreement with respect to acts or omissions while serving as the Chief.

- 6.2 Professional liability insurance. The Town agrees to furnish at its own expense, professional liability insurance for the Chief with liability limits of not less than one million (\$1,000,000.00) dollars.

Section 7. DUES, SUBSCRIPTIONS & PROFESSIONAL DEVELOPMENT

- 7.1 Professional dues & subscriptions. The Town agrees to budget for and pay for the professional dues and subscriptions of the Chief for continued and full participation in national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement and for the good of the Town, including but not limited to the International Association of Chiefs of Police, the Police Executive Research Forum, the New England Police Chiefs Association, the Massachusetts Police Chiefs Association and the applicable regional Massachusetts Police Chiefs Association.
- 7.2 Professional development. The Town recognizes its obligations to the professional development of the Chief and shall give the Chief adequate opportunities to develop the Chief's skills and abilities as a law enforcement administrator. Accordingly, the Chief shall be allowed to attend the International Association of Chiefs of Police conference, the Massachusetts Chiefs of Police Association conference, and the New England Association of Chiefs of Police conference each year without loss of vacation or other leave, and shall be reimbursed by the Town for all reasonable expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences. Additionally, the Town shall pay for the Chief's travel and subsistence expenses for short courses, institutes and seminars that, in the Chief's reasonable judgment, are necessary for professional development.

Section 8. AUTOMOBILE, CELLULAR PHONE & LAPTOP COMPUTER

- 8.1 Police vehicle. The duties of the Chief of Police require that the Chief have exclusive and unrestricted use of a police vehicle at all times during his employment with the Town. The Town shall provide a police vehicle, outfitted with emergency equipment at the Town's expense for use by the Chief. Said vehicle use is provided incident to the law enforcement duties of the Chief enabling the Chief to report directly to crime scenes and emergency situations. The Town shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Chief shall be permitted to use said vehicle in-state for personal

reasons ~~on an incidental basis~~, and during off-duty hours, since the Chief is “on call” in the event of an emergency. The Chief shall be exempt from being assessed a vehicle fringe benefit value pursuant to Internal Revenue Service regulations.

8.2 Cell phone & laptop: The Town shall provide the Chief with a cellular phone, including a cellular and data plan for said phone, and laptop computer for the exclusive and unrestricted use by the Chief of Police. The Town shall be responsible for paying for the purchase, operation, maintenance, repair, and regular replacement of said cellular phone and laptop computer.

Section 9. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of his employment, the Town shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief up to the date of the Chief's death, including, but not limited to, unused leave days.

Section 10. PERFORMANCE EVALUATIONS

10.1 Annual development of goals & objectives. Annually, the Select Board and Police Chief shall jointly develop specific goals and objectives that are necessary for the proper operation and welfare of the Police Department and shall further jointly establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

10.2 Method of evaluation. The Select Board may review and evaluate the performance of the Chief of Police on a formal basis at least once annually under the terms and conditions of this Contract. Said review and evaluation shall include, but not be limited to – (1) the Chief's progress and performance on the annual goals and objectives as described above in this section; (2) budgetary/financial administration; (3) personnel administration; (4) supervisor/leadership; (5) staff development; (6) public relations; (7) employee and labor relations; (8) policy execution; and (9) interaction with the Select Board as well as other governmental officials, departments, boards and committees.

10.3 Written evaluation. Such review and evaluation of performance of the Chief shall be done in conformity with the specific performance goals, objectives and criteria established by the above method. The

Select Board shall provide the Chief of Police with a written evaluation report after each formal review and evaluation and shall provide the Chief of Police with an opportunity to discuss the Chief's review and evaluation. If the Chief disputes any portion of the evaluation, then the Chief shall be permitted to memorialize this dispute in writing, detailing the nature of the dispute, and such document shall be attached to and incorporated into the evaluation form, and become a part of the Chief's personnel file.

Section 11. DISCIPLINE, DISCHARGE & NON-REAPPOINTMENT

11.1 Disciplinary proceedings. It is agreed that the Chief may be disciplined, discharged or not reappointed only for just cause, upon proper notice and only after a hearing conducted by, and by majority vote of, the Select Board and consistent with the terms included in this section.

- (a) The 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.
- (b) The term "proper notice" as it appears in this section means that written notice of the hearing must be given to the Chief at least ten (10) business days prior to the date of the hearing and must set forth the following: (i) the date, time and location of the hearing; (ii) the reason for the hearing; (iii) the charges alleged and a general description of the anticipated evidence in support thereof in such specificity so that the Chief may understand and prepare his defense; and (iv) the range of discipline considered.
- (c) The subject matter to be presented at the hearing shall be only those charges as were specifically detailed in the written notice to the Chief of Police.
- (d) During the hearing, the Chief of Police shall have the right to be represented by a representative of his choosing, to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments.
- (e) In its decision, the Select Board shall consider only those facts which were presented at the hearing and shall make its findings of fact based upon a preponderance of the evidence presented.

- (f) The Chief of Police shall be provided with a written notice of the findings and decision of the Select Board and such notice shall include the relevant facts and reasons for their findings.
- (g) The principles of progressive discipline will apply, and the Town recognizes its obligation to provide the Chief with performance evaluations.

11.2 Rights of appeal. With respect to any such proceedings instituted under this section, the following rights of appeal shall apply:

- (a) **Panel of arbitrators.** The Chief may appeal any discipline or discharge to a panel of arbitrators consisting of three (3) persons. The three (3) persons shall be chosen as follows: one by the Town, one by the Chief, and one by the two so chosen. A majority of the three (3) member panel shall be sufficient to uphold or to reverse the decision. The cost of the three arbitrators will be split equally between the parties.
- (b) **Superior court.** The Chief may appeal any decision upheld by the arbitrator(s) to any superior court having jurisdiction.
- (c) **Back pay & counsel fees.** In the event of the suspension or discharge of the Chief, if the arbitrator(s), or the superior court shall reverse a suspension or discharge and order that the Chief be reinstated to duty, the Chief shall be entitled to back pay, benefits and counsel fees.

Section 12. RESIGNATION & TERMINATION

12.1 Voluntary resignation: In the event the Chief intends to resign voluntarily before the natural expiration of any term of employment, then the Chief shall give the Town thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Upon resignation, the Chief will be entitled to receive pay for any unused leave time.

12.2 Involuntary resignation: The Select Board shall have the right to terminate the Police Chief's contract for cause during the contract term. In the event the Chief resigns following a formal suggestion by the Town that he resign before the expiration of the then applicable term of employment, the Town agrees to pay the Chief a lump sum severance payment equal to the balance of any term of appointment but in no event less than Six (6) months' salary and benefits.


Section 13. POLITICAL ACTIVITIES

The Chief of Police agrees that his role in political activities shall be limited to private vote. During his tenure as the Chief of Police for the Town, the Chief agrees to not participate in public fundraisers for individuals campaigning for public office or the election/re-election process. This includes public appearances at "fundraising events", named endorsement, private financial support, or written nomination. This agreement does not prohibit the Chief of Police from a working professional relationship with elected officials in the performance of his daily duties that come with executing the mission of the Department.

Section 14. NOTICES

Notices pursuant to this Contract shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TOWN David J. Pierce, Chairman
 Town of West Brookfield
 2 East Main Street
 West Brookfield, MA 01585

CHIEF OF POLICE Nathan Hagglund


TOWN COUNSEL **Attorney Christopher Petrini]**
 Petrini & Associates, P.C.
 372 Union Avenue
 Framingham, MA 01702

unless either party hereinafter informs the other party in writing of a change of address. Alternately, notices required pursuant to this Contract may be personally served. Notice shall be deemed as given as to the date of personal service or as to the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 15. NO REDUCTION OF BENEFITS

The Town agrees that the Town shall not at any time during this Contract reduce the salary, compensation or other benefits of the Chief, except to the extent that such reduction is evenly applied across-the-board for all non-union department heads in the Town.

Section 16. MISCELLANEOUS PROVISIONS

- 16.1 Law governing. This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.
- 16.2 Severability. If any provision of this Contract is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
- 16.3 Benefits subject to appropriation. For any clause of this Contract which provides that a certain benefit to the Chief shall be subject to appropriation, the Town understands and acknowledges that it shall be responsible to budget and support any such appropriation and the terms of this Contract at any and all Town meetings.
- 16.4 Amendments & modifications. No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both Parties.
- 16.5 Entire agreement. The Parties executing this Contract agree that the recitals herein constitute the entire agreement between the parties. No other agreement, including any other written, oral or other agreement, will be considered to exist or to bind the parties to this Agreement. No representative of any party to this Contract, had, or has any authority to make any representation or promise not contained in this Contract, and each of the parties to this Contract acknowledges that such party has not executed this Contract in reliance upon any such representation or promise.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

For the Town of West Brookfield
By: its Select Board

For the Chief of Police

David J. Pierce



Nathan Hagglund



Roland Sickenberger



Eric von Bleicken

Approved as to form
By: Town Counsel

Christopher J. Petrini

