



## EMPLOYMENT AGREEMENT

This employment agreement (this “Agreement”) is made as of 7/18/2022, between the City of Boston, a municipal corporation organized under the laws of the Commonwealth of Massachusetts (the “City” or “Employer”), and Michael Cox, of *[address of employee]* (“Employee” OR “Mr. Cox”)(collectively, the “Parties”).

### RECITALS

WHEREAS, the City is in need of the services of a person possessing the skills and ability required to: serve the people of the city of Boston as the Police Commissioner in charge of the Boston Police Department (the “Department”); lead the Department in contributing to exceptional public safety in the city of Boston; and guide the Department’s efforts to reform policing in the city of Boston; and

WHEREAS, Mr. Cox, through education and experience, is imminently qualified to perform these duties; and

WHEREAS, the City desires, therefore, to engage the services of Mr. Cox as the Police Commissioner in charge of the Department, appointed by the Mayor of Boston, pursuant to the authority vested in the Mayor by [St. 1906, c. 291, s. 7, as amended by St. 1962, c. 322, s. 1.](#)

THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the Parties agree that the terms and conditions of Mr. Cox’s employment as the appointed Police commissioner are as follows:

## EMPLOYMENT TERMS AND CONDITIONS

**1. Duties of the Police Commissioner.** The Police Commissioner shall perform all duties imposed by the laws of the Commonwealth of Massachusetts and the City of Boston, including in particular, St. 1906, c. 291, ss. 9-12, as amended by St. 1962, c. 322, s. The Police Commissioner shall have cognizance and control of the administration, disposition and discipline of the Department, and of the police force of the Department and shall make all needful rules and regulations for the efficiency of the Department. The Police Commissioner shall appoint and oversee, in his discretion, the command staff of the Department

**2. Term of Employment.** The term of this Agreement shall be for a period of five (5) years from August 15, 2022, which shall also be the first day of Mr. Cox's appointment as Police Commissioner (the "Employment Term"). This is a term appointment and is subject only to removal for cause by the Mayor after notice and a hearing.

### **3. Compensation.**

**A. Annual Salary.** The Police Commissioner shall be paid an initial annual salary of Three Hundred Thousand Dollars (\$300,000.00)(the "Annual Salary"). The Annual Salary shall be increased by two percent (2%) each July 1st for the duration of the Employment Term pursuant to this Agreement. The Parties acknowledge that an Ordinance change is required to set the annual salary, which the Mayor will file with the Boston City Council prior to August 15.

**B. Annual Retirement Benefit Payment. Option (i).** In lieu of participation in the Boston Retirement System, the Police Commissioner shall be paid Thirty-Six Thousand Dollars (\$36,000.00) per year (\$1,384.62 per pay period) in addition to his Annual Salary (the "Retirement Benefit"). This Retirement Benefit is made in consideration of the fact that Mr. Cox shall suspend his pension payments and not accrue creditable service in the pension system for the duration of the Employment Term pursuant to this

Agreement. This Agreement shall not be construed to place any limitation on Mr. Cox's use of the Retirement Benefit payments.

**Option (ii).** In the event that Mr. Cox elects to participate in a reinstatement plan pursuant to G. L. c. 32, s. 105, under the Boston Retirement System, then, as an alternative to the Retirement Benefit set forth in Section 3(B)(i) of this Agreement, the Annual Retirement Benefit Payment will instead be as follows: In support of Mr. Cox's Section 105 reinstatement payment to the Boston Retirement System, the Police Commissioner shall be paid Twelve Thousand Dollars (\$12,000.00) per year (\$461.54 per pay period) in addition to his Annual Salary (the "Retirement Benefit").

**4. Benefits.** The Police Commissioner shall be entitled to receive all benefits that full-time, exempt, managerial employees of the City are entitled to, unless otherwise specified as follows:

- A. Vacation.** The Police Commissioner shall be entitled to three (3) weeks paid vacation in calendar year 2022, and shall be entitled to five (5) weeks paid vacation in each subsequent year of the Employment Term pursuant to this Agreement.
- B. Vacation Carry-Over.** The Police Commissioner may carry over up to two (2) weeks of vacation time per year, totaling seventy (70) hours. There shall be no cap on the total amount of vacation time that may be accrued, and upon retirement or separation from employment for any reason, the Police Commissioner shall be paid for unused, accrued vacation time.
- C. Sick Time.** The Police Commissioner shall accrue 15 days (105 hours) of sick time per year.
- D. Sick Time Buy-Back.** The Police Commissioner shall be eligible to buy back up to fifty-two (52) hours of unused sick time annually. Upon retirement or separation from employment for any reason, thirty-seven percent (37%) of accrued unused sick hours shall be paid out at the then-current annual salary.

**5. Relocation payment.** The City will reimburse Mr. Cox for moving expenses incurred in 2022 up to a maximum of \$18,000 to defray the costs of relocating to Boston.

**6. Modification.** Any modification or waiver of this Agreement, or of any covenant, condition or provision of it, shall not be valid unless mutually agreed to by the Parties in writing.

**7. Entire Agreement.** This Agreement, including its incorporation of statutes and general benefit policies of the City, embodies the whole Agreement between the parties. There are no inducements, promises, terms, conditions or obligations made or entered into by either Employer or Employee other than those contained in the Agreement.

The Parties have executed this Agreement the day and year first above written.

City of Boston

By



Michelle Wu  
Mayor of Boston



Michael Cox  
Police Commissioner



Ellen Hatch  
Interim Chief Financial Officer

Approved as to Form:



Adam Cederbaum  
Corporation Counsel