

EMPLOYMENT AGREEMENT BETWEEN

THE CITY OF LOWELL

AND GREGORY C. HUDON, SUPERINTENDENT OF POLICE

THIS AGREEMENT made and entered into this 25th day of August, 2023, by and between the CITY OF LOWELL, MASSACHUSETTS, acting by and through its City Manager (hereinafter referred to as the "City") and GREGORY C. HUDON (hereinafter referred to as the "Superintendent"), pursuant to M.G.L. c.41, §108O.

WHEREAS, the CITY is desirous of securing the services of the SUPERINTENDENT in the administration of the CITY's Police Department; and WHEREAS, the SUPERINTENDENT is willing to perform the duties of the position of Superintendent according to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the covenants and undertakings contained herein, the CITY and the SUPERINTENDENT agree as follows:

ARTICLE 1 - TERM

- A. This Agreement shall be effective May 1, 2023 and shall remain in effect for three years until April 30, 2026, unless sooner terminated as hereinafter provided. Thereafter, this Agreement may be extended as provided by its terms.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the CITY to terminate the services of the SUPERINTENDENT for just cause at any time.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the SUPERINTENDENT to resign at any time upon thirty (30) days' written notice to the City Manager.

ARTICLE 2 - HOURS OF WORK

- A. The SUPERINTENDENT agrees to devote that amount of time and energy which is reasonably necessary for the SUPERINTENDENT to faithfully perform the duties and responsibilities of SUPERINTENDENT under this Agreement.
- B. It is recognized that the SUPERINTENDENT must devote a great deal of time outside the normal office hours to the business of the CITY, and to that end, the SUPERINTENDENT shall be allowed to take compensatory time off as he and the City Manager deem appropriate during said normal office hours at such time which the SUPERINTENDENT reasonably determines will adversely impact the Police Department operations the least.

ARTICLE 3 - DUTIES

The SUPERINTENDENT shall be responsible to the City Manager for the administrative control of the Police Department for the CITY.

The SUPERINTENDENT'S duties shall include, but not be limited to, the following:

- A. Supervision of the daily operations of the Police Department.
- B. Supervision of all Police Department personnel including auxiliary police officers.
- C. Preparation and submission of the Police Department budget to the City Manager.
- D. Submission of reports to the City Manager, either orally or in writing, when requested or required in order to ensure the proper communication between the City Manager 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 Police Department equipment and motor vehicles

belonging to or used by the Police Department.

- G. Establishment of weapons, ammunition, uniforms, equipment and vehicle specifications for the Police Department.
- H. Supervision and control of all training programs for Police Department personnel and the assignment of personnel to such programs.
- I. Maintaining the discipline of Police Department personnel; the issuing of orders, rules, regulations, policies and procedures; and the assignment of shifts and duties to all Police Department personnel.
- J. Availability for hearings before any Board of the City at which the Police Department is required to appear and before the City Council when necessary.
- K. Responsibility for planning, organizing, directing, staffing, and coordinating of police operations.
- L. Responsibility for communications with the public, including the media, on matters related to crime, police operations, and department policy.
- M. Responsible for advancing diversity and equity in the police force. Skilled at recruiting, hiring and retaining a diverse workforce that reflects the City; and understands that diversity with law enforcement includes, but is not limited to: race, gender, religion, sexual orientation, gender identity, background and experience, as promulgated by the U.S. Department of Justice and Equal Employment Opportunity Commission in their 2016 report "Advancing Diversity in Law Enforcement."
- N. Responsibility for carrying out any additional duties set forth by City Charter, ordinance, or future ordinance.

- O. Other duties assigned by the City Manager.

ARTICLE 4 - DISCIPLINE OR DISCHARGE

The CITY may discipline or discharge the SUPERINTENDENT at any time during the term of this contract; however, any such termination shall be carried out only for just cause and only as provided herein.

- A. It is agreed that the SUPERINTENDENT can be disciplined or discharged by the City Manager only for just cause, upon proper notice, and only after a hearing conducted by the City Manager at which the SUPERINTENDENT and the CITY shall have the right to be represented by counsel and to present and cross-examine witnesses. The CITY recognizes its obligation to provide the SUPERINTENDENT with annual performance evaluations and to adhere to the principle of progressive discipline.
- B. The SUPERINTENDENT may appeal any disciplinary action or discharge to the American Arbitration Association.

ARTICLE 5 - COMPENSATION

- A. The annual base salary for the first year of this Agreement, May 1, 2023 until April 30, 2024, shall be **TWO HUNDRED TWENTY FIVE THOUSAND AND 00/100 (\$225,000.00) DOLLARS** payable during the City's regular pay periods. **The Superintendent shall receive a 2.5% increase commencing July 1, 2024.** The annual base salary for the second and third year of this Agreement shall be in line with whatever pay increase City of Lowell department heads receive.
- B. The annual base salary of **TWO HUNDRED TWENTY FIVE THOUSAND AND 00/100 (\$225,000.00) DOLLARS** includes a career incentive pay of 25%

(Quinn Bill M.G.L. c.41, § 108L).

- C. The City Manager shall review and evaluate the performance of the SUPERINTENDENT on an annual basis. Such evaluations shall be in accordance with Article 13 of this Agreement. The SUPERINTENDENT shall be entitled to a merit increase in his current salary upon a successful performance evaluation as determined by the City Manager. The amount of the increase shall also be determined by the City Manager.

ARTICLE 6 - BENEFITS

The SUPERINTENDENT shall receive the following fringe Benefits:

- A. Thirteen (13) holidays as follows:

New Year's Day	M.L. King Day	Presidents Day
Patriots Day	Memorial Day	Juneteenth
Independence Day	Labor Day	Columbus Day
Veterans Day	Thanksgiving Day	Christmas Day

Police Memorial Day

Holidays shall coincide with the official observance of the holiday in the Commonwealth of Massachusetts. The SUPERINTENDENT shall receive his regular pay only for such holidays. It is agreed that the lump sum holiday pay shall be rolled into the SUPERINTENDENT'S base pay.

- B. The SUPERINTENDENT shall be entitled to 30 days of vacation.
- C. With the approval of the City Manager, the SUPERINTENDENT shall be granted three (3) days, with pay, for time lost from scheduled work for personal reasons each year. Two (2) days will be "no charge" and one (1) day will be drawn from

the SUPERINTENDENT'S sick leave account. These personal days may not be accrued.

- D. The SUPERINTENDENT shall be granted the same bereavement leave as regular police officers of the CITY.
- E. It is agreed that the SUPERINTENDENT'S clothing allowance would be rolled into the SUPERINTENDENT'S base pay. In addition to the above, the City Manager may authorize reimbursement for the replacement or repair of uniforms and equipment damaged in the line of duty.
- F. The SUPERINTENDENT shall be eligible for six (6) sick days per year. The SUPERINTENDENT shall also be eligible for sick leave buy-back, calculated at 40% of any unused sick leave, not to exceed \$20,000.00, upon retirement. The SUPERINTENDENT is also eligible to "buy back" five (5) days of sick leave per year as long as the SUPERINTENDENT retains one hundred and twenty five (125) sick leave days in his account.
- G. The SUPERINTENDENT shall be eligible for the same longevity pay as regular police officers of the CITY.
- H. The SUPERINTENDENT shall be eligible for all health and life insurance benefits for which non-bargaining unit City employees are eligible. The City agrees to contribute towards the cost of such insurance programs in an amount or percentage not less than the highest applicable amount or percentage available to officers of any rank in the Police Department.
- I. The CITY agrees to reimburse the SUPERINTENDENT up to \$1,000.00 per year for life insurance coverage.

- J. In the event of the termination of this Agreement by either party, the SUPERINTENDENT shall reimburse the City for any paid vacation leave taken in advance of credit.

ARTICLE 7 - INJURED ON DUTY

As a sworn officer, the SUPERINTENDENT shall be entitled to injured-on-duty benefits as provided in Chapter 41, Sections 100 and 111F of the Massachusetts General Laws.

ARTICLE 8 - REDUCTION OF BENEFITS

- A. The CITY agrees that it shall not, at any time during the term of this Agreement, reduce the salary compensation or other benefits of the SUPERINTENDENT except to the extent that such reduction is evenly applied across-the-board for all City employees.
- B. The SUPERINTENDENT retains all currently accumulated sick leave and vacation leave.
- C. The SUPERINTENDENT shall not be laid off for the length of the contract.

ARTICLE 9 - AUTOMOBILE

The CITY shall provide a vehicle for use by the SUPERINTENDENT and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the SUPERINTENDENT in connection with the performance of his duties and responsibilities as SUPERINTENDENT and for his professional growth and development. It may be used by the SUPERINTENDENT for personal reasons since the SUPERINTENDENT is "on call" in the event of an emergency. The vehicle shall not be used for out-of-state vacations without the permission of the City Manager. The value of said authorized personal use has been taken into account in

setting the SUPERINTENDENT'S salary. The SUPERINTENDENT agrees to comply with the City's Vehicle Use Policy.

ARTICLE 10 - PROFESSIONAL DEVELOPMENT

The CITY recognizes its obligations to the professional development of the SUPERINTENDENT, and agrees that the SUPERINTENDENT shall be given adequate opportunities to develop his skills and abilities as a law enforcement administrator. Accordingly, the CITY agrees to allow the SUPERINTENDENT to attend the Massachusetts, Major City Chiefs, New England, Police Executive Research Forum, and the International Association of Chiefs of Police Training conferences each year, without loss of vacation or other leave. The SUPERINTENDENT will be reimbursed by the CITY for all reasonable expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences.

The CITY also agrees to budget and pay for travel and reasonable expenses of the SUPERINTENDENT for short courses, institutes, and seminars that, in his and the City Manager's reasonable judgment, are necessary for his professional development.

ARTICLE 11 - DUES AND SUBSCRIPTIONS

The CITY agrees to budget and to pay an appropriate amount for the professional dues and subscriptions of the SUPERINTENDENT 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 Chiefs of Police (IACP), the Police Executive Research Forum (PERF), the New England Police Chiefs Association, the Massachusetts Chiefs of Police Association, and the Major City Chiefs of Police Association, subject to appropriation.

ARTICLE 12 - DEATH DURING TERM OF EMPLOYMENT

If the SUPERINTENDENT dies during the term of his employment, the CITY shall pay to the SUPERINTENDENT'S estate all the compensation which would otherwise be payable to him up to the date of the SUPERINTENDENT'S death including, but not limited to, unused and earned leave, including payment for 40% of any unused sick leave not to exceed \$20,000.00.

ARTICLE 13 - PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the SUPERINTENDENT annually, on or before October 31st of each year, in accordance with specific criteria developed jointly by the City Manager and the SUPERINTENDENT. The City Manager shall provide the SUPERINTENDENT with a written summary statement of his findings and shall provide an adequate opportunity for the SUPERINTENDENT to discuss the evaluation and to make improvements if the City determines it is appropriate.

ARTICLE 14 - INDEMNIFICATION

To the extent allowed under Massachusetts General Laws c.258, the CITY shall defend, hold harmless and indemnify the SUPERINTENDENT, in the manner prescribed by the laws of the Commonwealth of Massachusetts, against any claim or legal action that results from the performance of the duties of the SUPERINTENDENT.

To the extent allowed under Massachusetts General Laws c.258, the CITY agrees that it shall defend, save harmless and indemnify the SUPERINTENDENT OF POLICE against any tort, professional liability claim or demand or other civil action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the SUPERINTENDENT'S duties as Police SUPERINTENDENT of the CITY.

This section shall survive any termination of this contract.

ARTICLE 15 - CONTRACT RENEWAL/TERMINATION

- A. The initial term of this Agreement shall be as defined in Article 1.A herein.
- B. Unless either party provides written notice to the other of intention to renegotiate and/or terminate this Agreement no less than six (6) months prior to the end of its initial or any extended terms, this Agreement shall automatically be extended on the then applicable terms and conditions for an additional one (1) year period.
- C. In the event the SUPERINTENDENT intends to retire or resign voluntarily before the natural expiration of any term of employment, then the SUPERINTENDENT shall give the CITY thirty (30) days' written notice in advance unless the parties otherwise agree in writing. Provided that such notice is given, the SUPERINTENDENT will be entitled to receive pay for any accrued unused leave. Such unused leave shall include, when applicable, sick, personal and vacation days. In the case of unused sick leave, the Superintendent shall be entitled to 40% of any unused sick leave not to exceed \$20,000.00. In the case of unused vacation time, the Superintendent shall be entitled to 100% of any unused vacation time with a maximum accrual of 11 weeks, which would include, when applicable, a five (5) week vacation carryover.

ARTICLE 16 - GENERAL PROVISIONS

- A. This Agreement is a Massachusetts contract and shall be construed and governed by the laws of the Commonwealth of Massachusetts.
- B. This Agreement supersedes any and all prior written or oral agreements and constitutes the entire agreement between the CITY and the SUPERINTENDENT, and no extension or modification of this Agreement shall be valid and effective, unless it shall be in writing duly executed by both of the parties.

- C. If any of the provisions of this Agreement shall in any manner conflict with any federal law or statute, or with any law or statute of the Commonwealth of Massachusetts, such provisions shall be considered null and void and shall not be binding on the parties hereto, and in such event, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE 17 – NOTICES

Notices from the Superintendent pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed to any of the following:

1. CITY
City Council
c/o City Clerk
City of Lowell
375 Merrimack Street
Lowell, MA 01852
2. MANAGER
Thomas A. Golden, Jr.
City Manager's Office
375 Merrimack Street
Lowell, MA 01852
3. CITY SOLICITOR
City Solicitor
Law Department
375 Merrimack Street
Lowell, MA 01852

unless either party hereinafter informs the other party in writing of a change of address. Notices to the Superintendent shall be addressed as follows:

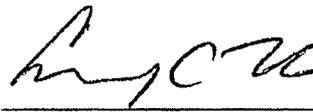
1. Gregory C. Hudon
2. Lowell Police Department
50 Arcand Drive
Lowell, MA 01852

Alternately, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal services or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

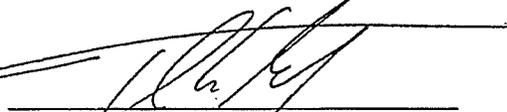
IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized representatives this 25th day of August, 2023.

SUPERINTENDENT OF POLICE

CITY OF LOWELL

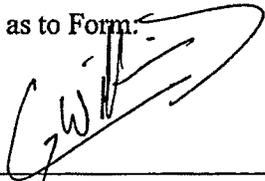


Gregory C. Hudon



Thomas A. Golden, Jr.
City Manager

Approved as to Form:



Corey F. Williams
City Solicitor