

TOWN OF SHERBORN, MA

EMPLOYMENT AGREEMENT

POLICE LIEUTENANT LUKE W. TEDSTONE

JULY 1, 2025-JUNE 30, 2028

This Agreement is made and entered into by and between the Town of Sherborn, a municipal corporation of the Commonwealth of Massachusetts, with a usual place of business at 19 Washington Street, Sherborn, Massachusetts, 01770 acting by and through its appointing authority, the Select Board (hereinafter the "Town"), who acts in their representative capacity only and without any personal liability, and Luke W. Tedstone (hereinafter "Tedstone", "Police Lieutenant" or "Lieutenant").

WHITNESSETH:

WHEREAS, the Town desires to employ the services of Luke W. Tedstone as Police Lieutenant of the Town of Sherborn under the provisions of M.G.L. Chapter 41, Section 97A; and,

WHEREAS, both the Town and Lieutenant agree that it is appropriate to enter into this Agreement in order to provide for the salary, fringe benefits, and other conditions of employment and;

WHEREAS, Tedstone has accepted employment as Police Lieutenant of the Town, and desires to execute the duties and responsibilities of that position;

WHEREAS, all of the wages and benefits provided for by this agreement are subject to annual appropriation by Town Meeting;

NOW, THEREFORE, the Select Board does hereby confirm the appointment of Tedstone to the position of Police Lieutenant in accordance with all applicable general laws, By-laws of the Town, and special acts, and, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. APPOINTMENT AND TERM

The Town hereby appoints Tedstone to the position of Police Lieutenant, and Tedstone accepts such appointment in accordance with the terms and conditions of this Agreement. The term of this appointment and Agreement commences July 1, 2025, and ends on June 30, 2028, unless terminated sooner in accordance with the terms and conditions of this Agreement.

2. DUTIES

The Administrative control of the Police Department for the Town shall be the responsibility of the Chief of Police, (hereinafter "Chief"). The Chief shall determine the administrative duties of the Lieutenant and the Lieutenant shall answer directly to the Chief under the auspices of the Board. Such duties shall include but are not limited to the following and shall be further determined by the Chief.

- a. Assist Chief with supervision of the daily operation of the Police Department.
- b. Supervise, mentor, develop and recruit Departmental personnel.
- c. Assist Chief in preparation and submission of the Police Department budget (including capital

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requests) to the Town Administrator and Select Board.

- d. Assist Chief in tracking Departmental expenditures, as well as the receipt of funds and property in the custody of the Department.
- e. Assist Chief with supervision and control of Department equipment, vehicles, and facilities.
- f. Assist Chief in supervision and control of training programs for Departmental personnel and the assignment of personnel to such programs, including training/certification required by the Peace Officer Standards and Training Commission established under Chapter 254 of the Acts of 2020.
- g. Assist Chief in maintaining the discipline of Department personnel; implementing rules, regulations, policies, procedures, and orders; and assist with the assignment of shifts and duties of Department personnel.
- i. Assist Chief in planning, organizing, directing, staffing, and coordinating Police operations.
- j. Assist Chief communicating with the public on matters relating to Police operations and Police Department policies.
- k. Perform police patrol duty as necessary
- l. Records Access Officer: The Lieutenant shall be designated the Department's Records Access Officer and shall work with the Town Clerk in responding to and overseeing all requests to the Department made under Massachusetts Public Records Law.
- m. Animal Control Officer: The Lieutenant shall be designated the Department's Animal Control Officer (ACO) and shall handle or oversee requests under this responsibility.
- n. Accreditation/Certification Manager: The Lieutenant is responsible for managing the agency's certification/accreditation process and is the agency's primary liaison with the Massachusetts Police Accreditation Commission (MPAC) on all matters concerning certification/accreditation as applicable to the Department. The primary duties of this position include reviewing, editing, amending and/or developing agency written directives (rules and regulations, policies and procedures, etc.) to comply with MPAC's certification/accreditation standards. He shall also be responsible for ensuring that the agency is properly and adequately prepared to demonstrate its compliance during MPAC's on-site assessment process, including preparation of all needed documentation. To accomplish these objectives and effectively manage the agency's certification/accreditation process, the Accreditation Manager must have effective organizational, interpersonal, and written communication skills.
- o. Other duties as assigned by the Police Chief, which may include appointments to various local and regional boards and/or committees, appointments to act in any other capacity on behalf of the Police Department.

The Police Lieutenant shall devote his entire time to the performance of his official duties and shall not engage in outside employment without the prior approval of the Select Board. Unless on an authorized leave of absence, the Police Lieutenant is expected to be physically within the Town of Sherborn as soon as possible when the Police Lieutenant's presence is requested and appropriate. The Police Lieutenant must reside within a fifteen (15) mile radius of the Town of Sherborn, unless the Select Board votes to waive such requirement.

3. COMPENSATION

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For the period commencing July 1, 2025, the Police Lieutenant shall be compensated at the following hourly rates, subject to Town Meeting appropriation, with an annual Cost of Living Adjustment (COLA) on July 1 of each contract year, beginning July 1, 2026, equal to 2.0% or the non-union employee COLA, whichever is higher, subject to the availability of funds through Town Meeting appropriation.*

<u>January 1, 2025</u>	<u>July 1, 2026</u>	<u>July 1, 2027</u>
\$ 61.07/ hr	62.29 /hr *	\$ 63.54/ hr *

- a. Overtime shall be paid at time-and-a-half of the Lieutenant's current pay rate and the Lieutenant shall be entitled to overtime payments made under the Fair Labor Standard Act.
- b. The Lieutenant shall receive a 25% Educational Incentive for holding a master's degree in law enforcement. This incentive shall be calculated in the same manner as the provided in the Collective Bargaining Agreement between the Town of Sherborn and the Sherborn Police Association, Local 158.
- c. The Lieutenant may accept compensation time off in lieu of compensation for overtime service but shall not be required to do so. If the Lieutenant elects to take compensatory time off, he shall be allowed one and one-half (1-1/2) minutes of compensatory time off for every minute of overtime service.

It is agreed that the Lieutenant may not accumulate more than Ninety Six (96) hours of compensatory time at any point in time.

Use of compensatory time shall be scheduled with the approval of the Chief of Police.

- d. The Parties hereto agree that the compensation set forth herein includes compensation for the Lieutenant to comply with the obligations of the Massachusetts Peace Officer Standards and Training ("POST"), and to provide information to POST, to interface with POST, to develop Departmental directives (rules or regulations, policies, etc.) necessary for the Department to comply with POST or regulations or directives issued by POST, and that the Lieutenant shall be entitled to no additional compensation for POST-related work or compliance.

HOURS OF WORK

- a. The Lieutenant agrees to devote the amount of time and energy, which is reasonably necessary for the Lieutenant to faithfully perform the duties of Lieutenant as those duties are set forth in the Massachusetts General Laws and the by-laws of the Town of Sherborn, and as determined by the Chief. The Lieutenant's workday shall be eight (8) consecutive hours and the Lieutenant shall work a 5&2 work schedule wherein he shall work five (5) consecutive eight (8) hour workdays followed by two (2) consecutive days off.
- b. Pursuant to 29 U.S.C. § 207 (k), the Town has declared, and the Lieutenant hereby acknowledges and accepts the adoption of a 28-day work period for purposes of the Fair Labor Standards Act (FLSA).

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- i. The Lieutenant agrees to alter his schedule to fit the needs of the Department in the event of any permanent change in the Officer schedule, providing there is no loss in annual salary.
- c. The Town agrees to include the position of Lieutenant in the rotating detail list, and the rotating overtime index as agreed by the Chief and The Sherborn Police Association, Mass. Coalition of Police Local 158. The Lieutenant will not assign himself Overtime or Details unless there is an emergency situation.

i. Private Details.

The Private Detail Rate for the term of this contract shall be paid at the current Police Officer/Sergeant rate.

ii Town Details.

Details performed for the Town of Sherborn will be compensated at the Lieutenant's current overtime rate at the time of the detail with a minimum of four (4) hours. After (4) hours to be paid hourly.

d. SHIFT DIFFERENTIAL

Night Shift Differential - Evening Shift (1500-2300) \$12.50 per shift
 - Overnight Shift (2300-0700) \$17.50 per shift

e. EDUCATION

In addition to the hourly wage schedule, the Lieutenant shall receive salary increases to which the Lieutenant is entitled pursuant to the provisions of M.G.L. c.41 s. 108L. Should section 108L be repealed, the Lieutenant's base pay shall continue to include the same incentives and shall be paid by the Town.

f. COURT

Compensation shall be paid for appearances in court, providing the Lieutenant is not serving a tour of duty or on any other legal forum as it relates to the performance of his official duty, further providing said appearances have the approval of the Chief in advance. The Lieutenant will be compensated at time and one-half of the appropriate rate of pay, for all hours covered above, with a minimum of four (4) hours pay. Any time over four (4) hours will be at time and one-half for hours worked only.

Full normal wages or salary will also be paid to the Lieutenant while absent from work to appear as a witness on behalf of the Town in work related court cases or work-related legal processes to which the Lieutenant has been required to attend by service of legal process or in the performance of official duties.

If the Lieutenant is summonsed to appear in court in connection with his duties for the Town he shall be entitled to reimbursement for tolls and parking fees. All tolls & parking fees are

subject to the rules and regulations of the Police Department. A Paid voucher or receipt must be submitted to the Town Accountant before any payment will be issued.

4. PERFORMANCE EVALUATIONS

The Lieutenant shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the Lieutenant and the Board and shall be reduced to writing. The Chief of Police, with the Board's input, may review and evaluate the Lieutenant each year on or about the anniversary date of appointment. Said review and evaluation shall be based on goals and objectives jointly developed by the Lieutenant, the Chief of Police, and the Select Board or its designee. The Chief of Police shall provide an adequate opportunity for the Lieutenant to discuss his evaluation with the Chief and with the Board if so desired. Reasonable opportunity to make adjustments or improvements will be afforded to the Lieutenant. Any failure to conduct an evaluation pursuant to this section shall not constitute or give rise to a claim by the Lieutenant that the Department or Town has materially breached this Agreement.

In addition to the annual performance evaluation, the Police Chief may initiate an evaluation of the Police Lieutenant at any time for the purpose of improving performance or addressing a particular matter, and may distribute such evaluations to the Select Board. This type of evaluation may specify goal(s) and objectives, how success will be measured, and include a mutually agreed upon time-frame for achieving the goal(s).

5. ADDITIONAL BENEFITS

The following additional benefits shall accrue to the Police Lieutenant:

- a. **Vacation.** The Lieutenant shall receive 200 hours vacation per fiscal year, which shall be accrued as earned at the rate of 16.67 hours per month worked. Vacations must be taken in the fiscal year in which they accrue, except that up to 40 hours may be carried over to the next fiscal year with the prior written approval of the Town Administrator. The Lieutenant shall not be allowed to take more than two consecutive weeks of vacation without prior approval of the Chief.
- b. **Sick Leave.** The Lieutenant shall receive sick leave in accordance with the Town's Personnel Administration Plan (PAP).
- c. **Bereavement.** The Lieutenant shall receive bereavement leave in accordance with the PAP.
- d. **Health/Life Insurance.** The Lieutenant may participate in all health and life insurance plans to the same extent, and with the same contribution ratio, as may from time to time be made available to other Town employees. Should the Town adopt a townwide policy in the future to opt-out of Town provided health insurance, the Lieutenant would be eligible to participate.
- e. **Personal Days.** The Lieutenant shall receive personal days in accordance with the PAP.

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- f. **Automobile.** The Lieutenant's duties require that he shall have the use of an automobile provided to him by the Town, and appropriately insured and maintained by the Town, subject to the provisions of the Town's policy on Town-owned vehicles (if adopted and in effect). Personal use of the vehicle by the Lieutenant is allowed in recognition of the Lieutenant's need to be available and respond twenty-four (24) hours a day, seven (7) days a week. It may be used while on vacation when appropriate and approved in advance, in writing, by the Police Chief. It is understood that this vehicle may not be used or driven by any other person other than the Lieutenant, except a person designated by the Chief for Departmental purposes. Only Town authorized drivers may operate the vehicle.
- g. **Dues and Subscriptions.** Subject to the funds appropriated by Town Meeting, the Town agrees to pay an appropriate amount for the professional dues and subscriptions of Lieutenant necessary 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.
- h. **Professional Development.** Subject to the funds appropriated by Town Meeting, the Town agrees to pay an appropriate amount for travel and subsistence expenses of the Lieutenant for professional and official travel and meetings. This shall include, but not be limited to, short courses, seminars and institutes that are necessary for the Lieutenant's professional development and for the good of the Town, subject to approval of the Police Chief. When combined registration and travel costs may exceed \$1,000, or involves out-of-state travel, the estimated full expense must receive prior written approval from the Town Administrator before being committed or incurred. Time spent during such professional development opportunities shall not be deducted from the Lieutenant's vacation leave and shall be considered time worked as professional development.
- i. **Retirement.** Membership in the Town retirement system is mandatory for all permanent, full-time employees, including the Lieutenant.
- j. **Deferred Compensation.** The Lieutenant is authorized to participate in and contribute to any deferred compensation program approved by the Town.
- k. **Clothing Allowance.** The Lieutenant shall receive \$1,200 per year as a uniform allowance, subject to Town Meeting appropriation.
- l. **Injured on Duty.** As a sworn Police Officer, the Lieutenant shall be entitled to injured-on-duty benefits provided in G.L. c. 41, Section 111F.
- m. **Holidays.**
The Lieutenant shall be entitled to all holidays afforded to other Town non-bargaining employees per the Town's Personnel Administration Plan. The Lieutenant shall receive eight (8) hours of compensation at the straight time hourly rate for holidays, whether the Lieutenant works said holidays or not. All holiday pay compensation (as opposed to regular compensation and overtime compensation) shall be paid twice a year on the last paydays of June and December.

- n. **Longevity.** The Lieutenant shall be entitled to receive longevity payments consistent with the Town's Personnel Administration Plan.

6. TERMINATION AND SUSPENSION

- a. **Suspension or Termination by the Town for Cause:** The Town may, by the vote of the Board, suspend or terminate this Agreement at any time for Cause following the procedures set forth herein. The Town may, by vote of the Board and by written notice to the Lieutenant, place the Lieutenant on administrative leave with full pay and benefits whenever the Board determines that circumstances warrant a hearing to determine whether Cause exists for suspension or termination of the Lieutenant. The Lieutenant shall receive notice in writing within five days of the decision to place him on administrative leave and/or of a vote to seek suspension or termination for cause without placing him on administrative leave. The notice shall include the charge(s) against him, and a brief summary of the reasons in support of the charge(s). In a 'for Cause termination' for unsatisfactory performance, prior written notice of poor performance will be given before pursuing termination, and a reasonable opportunity shall be provided to address and correct the deficiency. A majority vote of the Board shall be sufficient to suspend or terminate the Lieutenant.
- b. **Hearings**
 - i. The Lieutenant may in writing request a hearing before the Board within ten days of the Lieutenant's receiving notice under Section 6(a). If the Lieutenant does not request a hearing, the Board not later than twenty days following delivery of the notice shall, unless the Lieutenant has since resigned, determine by vote if Cause exists. If the Board finds that Cause exists, then the Board may impose a suspension of the Lieutenant without pay and benefits or terminate this Agreement and employment of the Lieutenant, as decided by the Board, which vote shall be effective immediately upon notice to the Lieutenant.
 - ii. Not earlier than ten days or later than twenty days following delivery of the written request for a hearing by the Lieutenant, the Board shall conduct a hearing, and the Lieutenant shall be given an opportunity to respond to the charge(s).
 - iii. The hearing shall be conducted in accordance with the Massachusetts Open Meeting Law, G.L. c. 30A, §§ 20-25.
 - iv. During the hearing, the Lieutenant shall have the right to be represented by counsel completely at his own expense to question, confront and cross-examine witnesses, to introduce evidence and to conduct oral arguments. The Town may also have counsel at the hearing, examine witnesses, present evidence and make arguments.
 - v. In its decision, the Board shall consider only such evidence as is presented at the hearing and make findings of fact based upon such evidence to determine whether Cause exists. The Lieutenant shall be provided with a written notice of the finding of the Board and reasons for the Board's determination within ten days after conclusion of the hearing.

- vi. If the Board, by vote, shall determine that Cause exists, then the Board may impose a suspension of the Lieutenant without pay and benefits or terminate this Agreement and employment of the Lieutenant, as decided by the Board.
- vii. In the event that the Town terminates this Agreement for Cause, the Lieutenant shall be entitled to no compensation or other benefits, unless otherwise determined by the Select Board, except for salary earned but unpaid through the date of termination and any accrued but unused vacation time as of the date of termination. Such termination or suspension shall take effect immediately upon notice to the Lieutenant, unless otherwise specified by the Board.

7. RESIGNATION

The Lieutenant may voluntarily resign or retire before the expiration date of this Agreement, in which case he shall give the Select Board at least ninety days (90) written notice prior to the effective date of his resignation, unless the parties agree otherwise in writing.

The Lieutenant's pay and benefits shall cease on the effective date of his resignation, unless sooner terminated under the provisions of this Agreement, subject to any rights and obligations under state or federal law with respect to retirement benefits and the continuation of group health care benefits at Chiefs expense as provided by law.

8. INDEMNIFICATION

To The extent allowable by law, the Lieutenant shall be indemnified by the Town, pursuant to and as limited by the provisions of G.L. c. 258, Sections 2and 13, other relevant provisions of law, and the by-laws of the Town, for claims made against him arising out of the performance of his duties and responsibilities as Lieutenant. Such indemnification does not extend to proceedings or appeals related to the termination of employment or other disciplinary actions brought by the Town under Section 6 of this agreement.

9. ENTIRE AGREEMENT

This writing constitutes the entire Agreement between the parties, and it may not be altered, amended or modified except by a writing signed by all parties.

10. LAW GOVERNING

This Agreement shall be construed and governed by the laws of the Commonwealth of Massachusetts.

11. SEVERABILITY

If any clause or provision of this Agreement shall be determined to be illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

12. NOTICES

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Any notice required or permitted to be given under this Agreement to either party shall be in writing and shall be sent by certified mail, postage pre-paid, or delivered by hand to:

- a. The Town: Town Administrator, 19 Washington Street, Sherborn, Massachusetts, 01770.
- b. The Lieutenant: Luke W. Tedstone,

13. DEATH DURING TERM OF EMPLOYMENT

If the Lieutenant dies during the term of his employment, the Town shall pay to the Lieutenant's estate all the compensation which would be otherwise be payable to the Lieutenant up to the date of the Lieutenant's death, including, but not limited to, payment of previously accrued but unused vacation time and compensatory time.

14. CONTINUANCE

If the Board decides not to renew this Agreement at its expiration, the Board shall give the Lieutenant written notice at least six months in advance of the end of the term of this Agreement of its intent not to renew this Agreement. It shall be the duty of the Lieutenant to bring this issue to the attention of the Select Board at least two months in advance of the six month deadline of the expiration of the Agreement by requesting an agenda item to discuss the matter so that the Select Board has a reasonable opportunity to act in a timely manner on the renewal decision. If the Lieutenant fails to bring this matter to the attention of the Board at least eight (8) months prior to the expiration of the Agreement, he waives any rights under this Section.

If the Lieutenant brings the renewal decision to the attention of the Board at least eight months before the expiration of the Agreement and the Board does not give written notice of non-renewal at least six months prior to the expiration of the Agreement, and the parties fail to negotiate a successor contract by the scheduled termination date of this Agreement, this Agreement and its terms and conditions shall be extended for an additional six month period. The compensation set forth herein shall be the exclusive remedy for non-renewal.

Unless otherwise provided in this Contract, if the Lieutenant is not reappointed as Lieutenant for any reason other than cause, or chooses to resign as Lieutenant for any reason other than malfeasance in office, he shall be entitled to reinstatement to his prior rank of Sergeant with the Department. If the Lieutenant is reinstated to the rank of Sergeant, he shall not be entitled to any severance pay or additional compensation of any kind. The Lieutenant understands and agrees that any conduct that results in termination for cause shall immediately invalidate this right to reinstatement under this section. Upon reinstatement, the Lieutenant shall have all of the rights and status he had immediately prior to his appointment as Lieutenant. In addition, the number of years served as Lieutenant shall be credited to him for purposes of any rights, and retirement rights and benefits.

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IN WHITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a Duplicate thereof this ____ day of August 2025.

TOWN OF SHERBORN – SELECT BOARD:



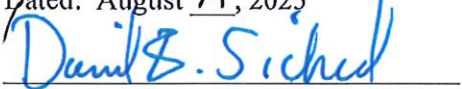
Steven Tsai, Chair

Dated: August 14, 2025



Marian Neutra, Vice Chair

Dated: August 14, 2025



Dan Sichel, Clerk

Dated: August 14, 2025

LUKE TEDSTONE:



Luke Tedstone

Police Lieutenant

Dated: August 14, 2025

Paul DeRensis

Dated: August __, 2025

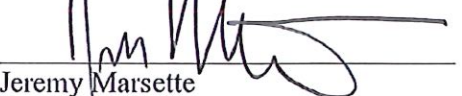


Jeffery Waldron

Dated: July 14, 2025

EXECUTED AGREEMENT

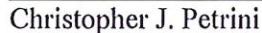
RECEIVED BY TOWN ADMINISTRATOR:



Jeremy Marssette

Dated: August 14, 2025

APPROVED AS TO LEGAL FORM:



Christopher J. Petrini

Town Counsel

Dated: August __, 2025