

**Town of *Dunstable* Selectboard  
Executive Session Minutes  
December 28, 2016  
Town Hall, Dunstable, MA 01827**

**Entered Executive at Session:** 7:45 pm

**Present:** Daniel F. Devlin, chair, Walter F. Alterisio, Leah D. Basbanes, member(s); Tracey Hutton, Town Administrator; James Dow, Chief of Police

**Executive Session 1) Non Union Personnel – Chief Dow**

Ms. Hutton started out by explaining where the contract negotiation stands. Labor Counsel wanted a no cause separation clause in the contract to allow the Board to terminate without cause. Chief Dow would like to avoid this kind of clause. A compromise was worked out to take the clause out, in return for a shorter contract. So the contract would require cause for termination, but the contract would be shorter. Chief Dow would like to address the issue of tenure, but Labor Counsel does not agree with Chief Dow's interpretation of tenure. The Board asked for a definition. Ms. Hutton stated that in 1995, the Board voted to put tenure on the town meeting warrant which then went on the ballot. This vote provided that for the chief until age 65 there was a protection that dismissal could not occur without cause and a hearing. Labor Counsel feels this only impacts the rank the officer had at the time of the vote, which for Chief Dow was patrolman. Therefore tenure would follow the rank. Chief Dow and his legal counsel do not agree with the Labor Counsel on this interpretation. The Board noted that tenure is usually awarded on the part of the town for exemplary duty and responsibility. It was further noted that this tenure was not done necessarily by a groundswell of the community, but was rather by officers at the time that got a number of signatures from residents that put the matter on the warrant. Chief Dow reminded the Board that the final part of this tenure required a vote, and if the people were not in support at the time they would not have voted in favor.

The Board then noted that for the tenure it appears that five years in the position is required. There was then a discussion of how the tenure follows if it does indeed follow the officer to different ranks. If it does, does the 5-year rule apply to each position? The Board expressed some concern regarding how to protect the town moving forward and indicated that the Chief's position is one that holds a great deal of responsibility and command. Chief Dow responded by outlining why he holds the position that he does and noted that his concern is insulating himself from the potential for political retribution for making a decision he might feel is the right one legally and perhaps morally. The Board suggested that tenure might be agreeable at the rank of patrolman for Chief Dow, but not necessarily at Chief at this stage. Chief Dow responded again by elaborating on his position and noted he is not necessarily opposed to the concept of tenure at patrolman. If language in the contract were to reflect that, Chief Dow did not foresee opposition on his part. He then expressed a hope that if something like that happened he wouldn't come back as a patrolman. It was clarified that after 5 years, Chief Dow could apply for tenure as Chief and go through the legal process again. Ms. Hutton noted that if in fact a person is removed or the contract is not renewed, the question is whether the person would really want to stay on. The odds are that they wouldn't want too.

Chief Dow stated that he feels that he has a fantastic relationship with the Board, but that the Board by its elected nature is subject to change and that the people voted for the tenure, and he would like to have it in the contract. This led to discussion regarding a just cause clause in the contract and whether this is a double protection and what it means. Ms. Hutton stated that she does not believe Labor Counsel will have objections to tenure as a patrolman but she will check with him. Chief Dow was agreeable to this. The Board used the example that a tenured English teacher would not be tenured in the position of principal if she were to be hired in that job at the same school. The tenure would remain as a teacher, but not accrue to the new position. This supports the concept of allowing tenure for patrolman which was what was voted on in 1995. Ms. Hutton finished on the tenure topic by clarifying that the contract with tenure worded for patrolman is acceptable. Both Chief Dow and the Board agreed. There was a question regarding the rate for the Chief under the Wage & Compensation Chart. Ms. Hutton reported that Chief Dow will start at the starting rate for the Chief's position. Chief Dow had no objections. There was then some brief discussion of professional development. The area will be left mostly to the Chief to determine what he feels and is able to rationalize is necessary for


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his development. Chief Dow elaborated on what this means to him and how he plans to address it. There was a brief question relating to reporting. The Chief will report to the Administrator and the Board. A question regarding maternity leave came up; this Ms. Hutton noted would fall under statute.

A motion to approve the contract pending changes by Labor Counsel regarding tenure was made by Mr. Alterisio and seconded by Ms. Basbanes. The motion passed unanimously.

A motion to exit this Executive Session and enter the next was made by Leah D. Basbanes at 8:15 pm. The motion was seconded by Walter F. Alterisio. The motion was adopted without objection by Daniel F. Devlin, Walter F. Alterisio and Leah D. Basbanes.

Respectfully submitted by

A handwritten signature in black ink, appearing to read 'Jakob K. Hamm', with a stylized flourish at the end.

Jakob K. Hamm  
Admin. Assistant to the Selectboard & Town Administrator