



**VILLAGE OF ESSEX JUNCTION TRUSTEES
TOWN OF ESSEX SELECTBOARD
MEETING AGENDA**

Online
Essex Junction, VT 05452
Tuesday, June 23, 2020
7:15 PM

E-mail: manager@essex.org

www.essexjunction.org
www.essexvt.org

Phone: (802) 878-1341
(802) 878-6951

*Due to the Covid-19 pandemic, **this meeting will be held remotely**. Available options to watch or join the meeting:*

- The meeting will be live-streamed on [Town Meeting TV](#).
- [Join Microsoft Teams Meeting](#). Depending on your browser, you may need to call in for audio (below).
- Join via conference call (*audio only*): (802) 377-3784 | Conference ID: 317 917 324#
- For the purpose of recording minutes, you will be asked to provide your first and last name.
- When listening to the meeting, please keep your phone or computer on "mute" as to prevent interruptions during the meeting. For agenda items when it is appropriate for the public to speak, please unmute your phone or computer and introduce yourself before requesting the floor from the Chair/President.


The Selectboard and Trustees meet together to discuss and act on joint business. Each board votes separately on action items.

1. **CALL TO ORDER** [7:15 PM]
2. **AGENDA ADDITIONS/CHANGES**
3. **APPROVE AGENDA**
4. **PUBLIC TO BE HEARD**
 - a. Comments from Public on Items Not on Agenda
5. **BUSINESS ITEMS**
 - a. *Interviews and appointments for Essex Housing Commission
 - b. Discussion of policing in Essex
6. **CONSENT ITEMS**
 - a. Approve minutes: June 8, 2020 (Trustees only); June 9, 2020 (Trustees only)
7. **READING FILE**
 - a. Board Member Comments
 - b. Major Public Works Initiatives in the Town and the Village
 - c. Email from Ewing Fox re: Statement for Board Meeting Monday
 - d. Letter from Maura Carroll re Nomination to the VLCT Board of Directors
8. **EXECUTIVE SESSION**
 - a. *An executive session is expected for appointment of public officials
9. **ADJOURN**

Members of the public are encouraged to speak during the Public to Be Heard agenda item, during a Public Hearing, or, when recognized by the Chair or President, during consideration of a specific agenda item. The public will not be permitted to participate when a motion is being discussed except when specifically requested by the Chair or President. This agenda is available in alternative formats upon request. Meetings, like all programs and activities of the Village of Essex Junction and the Town of Essex, are accessible to people with disabilities. For information on accessibility or this agenda, call the Unified Manager's office at 878-1341 TTY: 7-1-1 or (800) 253-0191.

Certification: 06/19/2020

Memorandum

To: Village Trustees and Town Selectboard
From: Tammy Getchell, Assistant to the Manager 
Re: Appointment of volunteers to the Joint Essex Housing Commission
Date: June 19, 2020

Issue

The issue is whether the Selectboard and Trustees will fill up to seven vacant seats on the Joint Essex Housing Commission.

Discussion

The Joint Essex Housing Commission Charter states, *"The Commission is composed of up to seven members jointly appointed by the Selectboard and Trustees. Each member shall serve a staggered three-year term with no term limit. In appointing Commission members, the Selectboard and Trustees should select members who represent a variety of relevant interests and backgrounds, including but not limited to: for-profit and non-profit housing developers; housing authorities and agencies; social services organizations; representatives of area businesses; and at-large members of the community. Four of the members shall be residents; for the remaining members, residency is preferred but not required."*

Eight Essex residents have stepped forward for consideration to join the Joint Essex Housing Commission. The volunteers are prepared to interview with the Trustees and the Selectboard and expect a notification of decision at a later date after all interviews have taken place. Interviews will take place over two meetings:

*June 9	June 23
Mia Watson	Patrick Scheld
Will Towne	Don Miller
Mark Redmond	Joseph Engelken
Gabrielle Smith	Ned Daly

* Interviews that took place on June 9 can be viewed at 2:01 in the meeting recording from that evening: https://www.youtube.com/watch?v=OSot4TatDFA&list=PLIjLFn4BZd2MX8tMSIwLYGFAQOith-Q_F&index=4&t=0s

The appointment of public officials can be a protected discussion during the interview, provided that the Trustees and Selectboard make a final decision to appoint a public official in an open meeting and shall explain the reasons for its final decision during the open meeting.

Cost

None.

Recommendation

It is recommended that the Selectboard and Trustees interview Patrick Scheld, Don Miller, Joseph Engelken, and Ned Daly on June 23 for the Joint Essex Housing Commission. If the board members wish to enter executive session, the following motion is recommended:

"I move that the *Trustees/Selectboard* enter into executive session to discuss the proposed public official appointment(s) in accordance with 1 V.S.A. Section 313(a)(3) and to include the Unified Manager, the Assistant Manager and the candidate."



Dear Members of the Selectboard and Board of Trustees,

I am writing to express my interest in applying for membership on the Joint Essex and Essex Junction Housing Commission. I believe I can bring a wealth of experience to the Commission, both with my personal knowledge of housing research and policy and my work at Vermont Housing Finance Agency (VHFA).

VHFA has considerable experience with housing issues at the local level, with staff having served on housing commissions in South Burlington and Winooski. We have also developed policy resources aimed at helping communities promote affordable housing and frequently provide information or guidance for local housing research projects. Although this would be my first experience serving on a local committee, I will have the benefit of our collective experience and connections to other area housing agencies and professionals.

As part of my work, I help operate the Vermont Housing Data website (www.housingdata.org). The website hosts a directory of Vermont's affordable rental housing, as well as community profiles that display housing-related data at the state, county, and municipal level. I am personally responsible for developing and maintaining the interactive data visualizations on the site. Should I be appointed, I can help the Commission leverage these resources to inform its work.

I am personally familiar with some of the housing challenges that Essex faces, having provided some assistance to Darren Schibler as he developed Essex's recent Housing Needs Assessment. Moreover, as an Essex resident, I am personally invested in the effort to make our town more vibrant, inclusive, and prepared for the future.

I'd like to thank the Selectboard and Board of Trustees again for their vision in effort in enacting a Joint Housing Commission and hope that I can be a part of its mission to promote housing opportunities in Essex.

Sincerely,

A handwritten signature in black ink, appearing to read "Mia Watson", written in a cursive style.

Mia Watson

William Towne

12 March 2020

To whom it may concern,

I am excited to be considered for a spot on the Essex Housing Commission.

Over the last seven years, I have worked within the housing program at Spectrum Youth & Family Services, serving the homeless youth population. At first, I worked directly with the youth addressing day-to-day issues and helping establish stability in their lives. Now, as my responsibilities have shifted and I have joined boards and numerous committees, I have the privilege of working on systems change and taking a more broad approach to the housing issues that affect our communities. I routinely work with the State of Vermont, housing providers, landlords, financial entities, and housing authorities to address the needs of those in our county and state that are homeless or housing insecure. I believe the issues before us require a multi-faceted approach that requires all aspects of the housing community to work closely together, and I hope that is something we could accomplish with this commission.

Housing is a basic need that is not being made readily available to an alarming amount of people in our area, and it is encouraging to see towns taking the matter seriously and forming commissions like this. I would be honored to be a part of it, and believe that I would add a great deal to the work that needs to be done.

Thank you for taking the time to consider me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Will Towne', with a stylized, cursive script.

Will Towne

Supported Housing Program Manager

Mark Redmond

May 26, 2020

To the members of the Essex Village Selectboard and Trustees,

I am submitting my application to serve on the Joint Housing Commission. I am presently the executive director of Spectrum Youth and Family Services and have four decades of experience in the area of human services, including housing supports.

I have lived in Essex since 2003 and would appreciate the opportunity to lend my expertise and experience in this way.

Sincerely,

Mark Redmond

Dear Darren, Tammy:

I would like to serve on the Town of Essex Housing Commission. I have been a resident of the Town and the Junction since moving here in 2006. My husband and I were fortunate to have been able to purchase a home for our family, I am aware of the issue of housing in our community. I want to learn more and be a part of understanding options and supporting solutions that are just, equitable, safe, and affordable for many different incomes. I am interested in how our town could provide additional, varied options for occupancy and home ownership for new and existing residents.

I have been active in the civic life of our community. I am a founding board member of the Heart & Soul of Essex, a non-profit that serves the community in a variety of ways. Of note recently was the fundraiser we organized in April to raise emergency grants to residents of Essex and Westford affected by the COVID-19 pandemic, either through illness or loss of income in the household. Over 130 members of our community and the Town of Essex Selectboard donated over \$45,000 that provided over 90 grants of \$500 each. Most recipients reported using all or some of these funds for housing costs.

Thank you for considering my interest.

Gabrielle Smith

Dear Evan and Tammy

I would like to officially apply for a position on the recently created Essex Housing Commission. I am a resident of Essex Junction and recently appointed to the Village Planning Commission. I understand from recent conversations I've had with Maura Collins and Elaine Haney that the new Housing Commission is seeking representation from both the Village and Town Planning Commissions. I would like to represent the Village Planning Commission and expand my service to the community.

I work for the Vermont Department of Housing and Community Development which is a division within the Agency of Commerce and Community Development. My role as a Community Development Specialist is to perform consultative and administrative work assisting municipalities throughout Vermont with numerous community development initiatives. Specifically, I assist the municipalities in accessing federal HUD Community Development Block Grant (CDBG) funding for projects such as affordable housing, infrastructure (water/sewer), public facilities (childcare facility, community centers..), and economic development projects that result in job creation.

I hope you will consider me for one of the open seats on the recently formed Housing Commission. Please find my attached resume.

I look forward to your response.

Sincerely,
Patrick Scheld
Essex (Village) Resident

Good morning, I've been asked by Darren to supply you with an email expressing my interest in serving on the Housing Commission and to include a resume. It's been a number of years since I looked for work and prepared a resume so I ask your forgiveness for my somewhat creative version. Please let me know if there is anything else you need from me.

Don Miller

March 18, 2020

Essex Town Selectboard and
Village Board of Trustees
81 Main Street
Essex Junction, VT 05452-3209

Re: Joint Essex and Essex Junction Housing Commission

Dear Selectboard and Trustees,

As a real estate professional and resident of Essex Town, I was very encouraged to hear about the formation of the Joint Essex Housing Commission. The longstanding imbalance of supply and demand in Chittenden County is a problem that has yet to be solved. As such, quality housing that is also affordable continues to elude many Vermonters. Though I focus primarily on rental housing and commercial real estate, I communicate regularly with local residential brokers about the difficulties they have finding homes for their clients. In the 4 years that I've lived and worked here that reality has not changed. The formation of this commission is a signal that Essex Town and Essex Junction are committed to developing a thoughtful approach to rectifying the housing crunch within our town. Given my background, I believe I am well-equipped to help the Selectboard, Board of Trustees, and others within our community address this housing issue. As a private developer who has an excellent grasp of the financial feasibility of development, I would be more than happy to offer my expertise and point-of-view to this joint endeavor.

You can reach me directly by phone X or by e-mail at X. Please do not hesitate to call or e-mail. I look forward to connecting with you.

Best Regards,

Joe Engelken

Tammy:

I would like to formally express my interest in serving on the proposed Essex Housing Commission.

I have been a resident of Essex Junction for 8 years and have been a member of the Essex Planning Commission for the past 5 years. Before retirement, I was involved for 45 years in the construction industry, having contributed to the successful completion of over \$4B of noteworthy buildings, ranging from garden apartments to 2 million sq. ft office buildings. My work as a contractor, designer, and owner's representative has given me a broad understanding of the development process and I feel this would be an asset to the housing Commission.

I continue to stay current with the latest trends in building and design and feel I would help bring a broader vision to the critical process here in the town and the village. I see the two entities as being at a key point in their future development and the needs for housing at all levels will be crucial if we are to enjoy positive growth in the future. It is one of my strong views that we can have creative new development that will last for years to come.

I am available at any time for questions or an interview.

Thank you for your consideration.

Ned Daly

MEMORANDUM

TO: Unified Manager; Selectboard; Trustees
FROM: Rick P. Garey, Chief of Police
DATE: June 18, 2020
RE: Police Presentation for 06/23/2020 Joint Meeting

ISSUE:

A discussion with the boards and public on Essex PD policing practices.

DISCUSSION:

1. Introduction and statement by Chief Rick Garey
2. Law Enforcement Modernization in Vermont – Roadmap and Commitment by VT Law Enforcement
 - a. Hiring practices
 - b. Training
 - c. Promotion/Supervision
 - d. Improper Conduct Allegations
 - e. Data
 - f. Camera's (Cruiser/Body)
 - g. Community Collaboration
 - h. Community Oversight
 - i. Policies
 - j. Military Equipment
3. What is Essex PD doing on these topics to insure Fair and Impartial Policing in Essex
4. Our current and future commitments, statement by Cpt. Ron Hoague, appointed future Essex Chief of Police
5. Closing & Follow Ups

COSTS: \$0 - No cost

RECOMMENDATION: NA

Questions for 6/23/2020 joint meeting

From Elaine Haney, Selectboard Chair

Questions about budget and personnel:

- What is the full EPD budget? What % of the Town general fund budget does it comprise? What % of the entire Town budget does it comprise? What % of the EPD budget is spent on personnel? How much is spent on training?
- What is the process for hiring or appointing a new police chief? Has there ever been a role for the community or the Selectboard in hiring the chief?
- Can we get a summary of the different job classifications in the department that explains what each person does?
- How many employees are at EPD? How many are detectives or uniformed officers?
- How many people of color, women, and people over the age of 50 work at EPD and what are their positions?
- How many current vacancies are there and which positions are they?

Questions about training:

- What kind of training do officers experience regarding use of force when they are at the Academy, and what kind of training do they receive once they are a part of EPD?
- What kind of diversity training do officers receive at the Academy and at EPD?
- Is there an annual renewal or review of training?
- Is continuing education required?
- What kind of training does the rest of the PD staff (non-officers) receive on diversity and inclusion? How frequently?
- What kind of training requirements are included in the police union agreement? What training regarding diversity and inclusion is required in the contract?

Questions about disciplinary procedures:

- What is the specific disciplinary procedure when an officer is accused of misconduct? Of excessive force?
- Have there ever been cases in which an EPD officer was accused of excessive force? What were the outcomes of those cases?
- Have there ever been cases in which an EPD officer was accused of discrimination or other accusations related to incidents involving people of color? What were the outcomes of those cases?
- What are the policies and practices regarding maintenance of disciplinary records for officers? How long are they kept on file? Are there provisions in the contract or practices that remove disciplinary records from files at any point in time?
- What are the policies and practices for background checks on new hires?
- What is the history of disciplinary actions for officers for the last 5 years? Can that information be made public?

Questions about police services:

- What is the role of the CJC? What is their budget? How many employees do they have? How many Essex residents do they serve?
- What is the Howard Center partnership, and are there plans to expand it? How much does it cost?
- What is the purpose of school resource officers and how does the program work? How many do we have and where do they work?

Questions about transparency:

- What kind of communication and outreach is being done by EPD to New American communities and people of color, as well as low income communities, families, schools, etc? How do people know what kinds of help they can get from EPD?
- When can the following information be added to the EPD web pages on the Town website?
 - Personnel policies for all including officers
 - Policies and procedures regarding non-biased / fair and impartial policing
 - Policies and procedures for traffic stops, use of force, use of deadly force, domestic violence incidents, protests
 - How and when referrals are made to human services
 - Union contract
 - Annual data for Essex police activity; spreadsheet not PDF (open data format)
 - Annual report on Essex police activity and trends
 - Budget
 - Disciplinary actions

Questions about policing:

- What is EPD currently doing in relation to policing activities as put forth by <https://8cantwait.org/>?
- What is your understanding of the concerns of people of color living in Essex?
- What are your policies and practices regarding peaceful protest and crowd containment and how do you handle protests that get loud or begin to turn violent?
- Does EPD purchase or use tear gas?
- What are your thoughts about establishing some kind of organization composed of residents that works with the police department to regularly review policies, practices, procedures, and data to maintain a level of public accountability and transparency and to provide a regular forum for residents to communicate with the police in an organized way?

Items for SB:

- Consider requesting a report to the Selectboard in the next three months of all police activity in 2019 and trends in the community, and require a presentation of that report annually.
- Continue the conversation about policing in Essex along with the community over several months, identify actionable steps, maintain accountability to ensure the steps agreed to are actually taken and maintained into the future.
- Review the budget with EPD and staff to consider how police services are funded, identify human services activities that may not fall under EPD jurisdiction. Consider creating a human services position in the Town budget that can work with community and county organizations to strengthen human services in the Essex community.
- Consider committing more funds to hire more Howard Center social workers.
- Consider providing funding to EPD to allow for data analysis, reporting, and maintaining data on the EPD website.
- Consider leaving vacancies in the EPD budget open after COVID related impacts to the budget are no longer necessary.
- Consider instituting a community process so residents can weigh in on the selection of the next chief.
- Consider establishing some kind of organization composed of residents that works with the police department to regularly review policies, practices, procedures, and data to maintain a level of public accountability and transparency and to provide a regular forum for residents to communicate with the police in an organized way.

Act 56 of 2017, relating to the Professional Regulation of Law Enforcement Officers by the Vermont Criminal Justice Training Council, has changed the landscape of law enforcement accountability in Vermont. This document is intended to be a brief reference for agency heads and officers, but in no way is intended to be a comprehensive review of the contents of Act 56; it is the responsibility of agency heads to ensure they're familiar with the law.

The Act becomes effective July 1, 2018.

What constitutes professional misconduct?

Professional misconduct is broken down into three categories:

Category A: Crimes committed both on and off duty. This includes all felonies, all misdemeanors committed on-duty, and a list of misdemeanors committed off-duty.

Category B: Gross professional misconduct "...amounting to actions on duty or under color of authority, or both, that involve willful failure to comply with a State-required policy or substantial deviation from professional conduct..." as defined by the agency's or Council's policy. There is a list in the Act, but the list illustrates examples and is not intended to exclude other conduct.

Category C: Misconduct related to Council processes, such as falsifying training records, intentionally exceeding scope of practice for a given certification level, intentional failure to conduct a valid investigation, etc.

Agencies must also report terminations for Category A or B conduct, or resignations, if the officer resigns while under investigation.

What is the agency's responsibility to investigate?

Act 56 requires that all agencies have what has been termed an "effective internal affairs program" and must conduct a "valid investigation". The parameters of each are as follows:

Effective internal affairs program

- Accepts complaints from any source
- Assigns an investigator to determine if a violation took place
- Has language in policy or bargaining agreements that establish a code of conduct and a corresponding range of discipline
- Provides fairness in discipline
- Provides for civilian review

Valid investigation:

- Any investigation conducted pursuant to the agency's procedures, which must include the effective internal affairs program.

An investigation will not be considered valid if any of the following apply:

- The agency did not adopt the effective internal affairs program
- The agency refuses, without legitimate basis, to conduct an investigation
- The agency intentionally failed to make reports to the Council as required
- The agency attempts to cover up the misconduct and/or does anything to discourage a complainant
- The agency's executive officer is the officer accused of misconduct

A model policy is available for agencies to download here:

<http://vcjtc.vermont.gov/content/model-internal-affairs-policy>

If, for whatever reason, an agency will not or cannot conduct a valid investigation, it is still the agency's responsibility to cause the investigation to be made.

If the officer resigns prior to the start of the internal investigation or before it's completed, the agency is still required to conduct as much of the investigation as possible.

In all cases where the agency head is the subject of the allegation, the Council will cause the investigation to be conducted.

Should the Council receive a complaint of Category A or B misconduct instead of the law enforcement agency, the Executive Director will refer the complaint to the agency head and, for complaints of Category A conduct, the state's attorney of jurisdiction, except in those instances where the agency head is the subject of the complaint.

The Council will investigate all allegations of Category C misconduct.

Where do the reports go?

All reports of professional misconduct are made to the Council, specifically, to the Executive Director. In the event the E.D. is not available, the report can be made to either the Director of Administration or the Director of Training. Though the first instance of a Category B offense is handled by the agency and is not subject to action by the Council, the report must still be made

so that the Council and law enforcement agencies will have the ability to identify second and subsequent offenses.

Reports must be made in writing, by the agency head or designee.

What are the time frames for reporting and what needs to be included with the report?

Category A Offenses: The agency is required to report Category A conduct within 10 days of a finding of probable cause by a court. Related documents--any and all relevant documents associated with the report and/or investigation, including the agency's investigative report—must be provided with the report.

Category B Offenses: Must be reported within 10 business days after the agency receives the complaint, if deemed credible by the agency head. Related documents--any and all relevant documents associated with the report and/or investigation, including the agency's investigative report—must be provided when completed.

Category C Offenses: Must be reported within 10 business days after the agency head becomes aware of the misconduct.

What happens to the reports?

The prosecutor for the Council is ultimately responsible for determining whether or not the conduct rises to the level of Professional Misconduct. If the prosecutor decides it does not, the Council takes no further action; if the prosecutor decides it does, then the Council begins the hearing process.

What happens if the prosecutor determines that the conduct rises to the level of Professional Misconduct?

The VT Administrative Procedures Act (APA) requires due process before an officer can be decertified, or be subject to any sort of official sanction by the certification entity, in this case, the Council. Due process consists of notifying the officer of the allegation, the proposed action by the Council, informing the officer of the proposed date/time of any hearing, and affording the officer the opportunity to present a defense. The Council will ensure that agency heads are kept informed as the process moves forward. No action is taken against an officer's certification until the conclusion of the hearing, or unless the officer waives the right to the hearing and accepts the proposed sanction.

Can the Council suspend an officer's certification prior to a hearing?

Under fairly narrow circumstances, the Council can suspend an officer's certification ahead of a hearing if it can be demonstrated that, should the officer retain their certification, it poses an imminent threat to the public.

What sanctions can the Council impose?

Act 56 established a range of sanctions that the Council may impose: written warning, suspension, revocation with the option of recertification at the Council's discretion, and permanent revocation.

Can the officer surrender his/her certification?

After the hearing, if the Council finds that certification revocation is appropriate, and if the officer is also involved in or is going to begin a labor appeal process, the officer may voluntarily surrender the certification pending the outcome of the process. The Council will revisit the revocation at the conclusion of the labor process, but is not bound by that outcome.

How does an officer appeal the Council's decision?

By VT law, any appeal of a Council decision must go to the VT Supreme Court.

Is there a public record kept of reports and Council actions?

Act 56 requires the Executive Director to prepare and maintain a public register of all complaints that contains the following:

For reports received but do not rise to the level of professional misconduct:

- The date and nature of the complaint (but not the officer's identity)
- A summary of the completed investigation

For reports on which the Council will take action, the above information with the additions described below:

- The name and business address of the law enforcement officer
- Formal charges, providing they have been served or a reasonable effort to serve them has been made
- Findings, conclusions, and order of the Council
- Exhibits admitted at the hearing
- Transcript, if made
- Any stipulation filed with the Council
- If applicable, any final disposition by the VSC

No. 56. An act relating to the professional regulation of law enforcement officers by the Vermont Criminal Justice Training Council.

(H.22)

It is hereby enacted by the General Assembly of the State of Vermont:

* * * Vermont Criminal Justice Training Council * * *

Sec. 1. 20 V.S.A. chapter 151 is amended to read:

CHAPTER 151. VERMONT CRIMINAL JUSTICE TRAINING COUNCIL

Subchapter 1. General Provisions

§ 2351. CREATION AND PURPOSE OF COUNCIL

(a) In order to promote and protect the health, safety, and welfare of the public, it is in the public interest to provide for the creation of the Vermont Criminal Justice Training Council.

(b) The Council is created to encourage and assist municipalities, counties, and governmental agencies of this State in their efforts to improve the quality of law enforcement and citizen protection by maintaining a uniform standard of ~~recruit~~ recruitment and in-service training for law enforcement officers, ~~including members of the Department of Public Safety, Capitol Police officers, municipal police officers, constables, correctional officers, prosecuting personnel, motor vehicle inspectors, State investigators employed on a full-time basis by the Attorney General, fish and game wardens, sheriffs and their deputies who exercise law enforcement powers pursuant to the provisions of 24 V.S.A. §§ 307 and 311, railroad police commissioned pursuant to 5 V.S.A.~~

~~chapter 68, subchapter 8, and police officers appointed to the University of Vermont's Department of Police Services.~~

(c) The Council shall offer continuing programs of instruction in up-to-date methods of law enforcement and the administration of criminal justice.

(d) It is the responsibility of the Council to encourage the participation of local governmental units in the program and to aid in the establishment of adequate training facilities.

§ 2351a. DEFINITIONS

As used in this chapter:

(1) "Executive officer" means the highest-ranking law enforcement officer of a law enforcement agency.

(2) "Law enforcement agency" means the employer of a law enforcement officer.

(3) "Law enforcement officer" means a member of the Department of Public Safety who exercises law enforcement powers; a member of the State Police; a Capitol Police officer; a municipal police officer; a constable who exercises law enforcement powers; a motor vehicle inspector; an employee of the Department of Liquor Control who exercises law enforcement powers; an investigator employed by the Secretary of State; a Board of Medical Practice investigator employed by the Department of Health; an investigator employed by the Attorney General or a State's Attorney; a fish and game warden; a sheriff; a deputy sheriff who exercises law enforcement powers; a railroad

police officer commissioned pursuant to 5 V.S.A. chapter 68, subchapter 8; or
a police officer appointed to the University of Vermont's Department of Police
Services.

(4) "Off-site training" means training provided off the premises of a law
enforcement officer training school and approved by the Council under the
provisions of section 2355 of this chapter.

§ 2352. ~~CREATION OF COUNCIL~~ MEMBERSHIP

(a)(1) The Vermont Criminal Justice Training Council shall consist of:

(A) the Commissioners of Public Safety, of Corrections, of Motor
Vehicles, and of Fish and Wildlife;_;

(B) the Attorney General;_;

(C) a member of the Vermont ~~State Police bargaining unit of the~~
~~Vermont State Employees' Association~~ Troopers' Association or its successor
entity, elected by its membership, ~~and~~;

(D) a member of the Vermont Police Association, elected by its
membership. ~~The Governor shall appoint; and~~

(E) five additional members ~~so as to~~ appointed by the Governor.

(i) The Governor's appointees shall provide broad representation
of all aspects of law enforcement and the public in Vermont on the Council.

(ii) The Governor shall solicit recommendations for appointment from the Vermont State's Attorneys Association, the Vermont State's Sheriffs Association, the Vermont Police Chiefs Association, and the Vermont Constables Association.

(2) ~~Their~~ A member's term shall be three years.

* * *

§ 2354. COUNCIL MEETINGS

(a) The ~~council~~ Council shall meet at least once in each quarter of each year. Special meetings may be called by the ~~chairman~~ Chair or upon the written request of six members of the ~~council~~ Council.

(b) The ~~council~~ Council shall adopt rules as to quorum and procedures with respect to the conduct of its meetings and other affairs.

(c)(1) ~~The commissioner of public safety, the commissioner of corrections, the commissioner of motor vehicles, the commissioner of fish and wildlife, the attorney general, the representative from the Vermont troopers' association, the representative from the Vermont police association, and the representatives from the Vermont state's attorneys', sheriffs', and police chiefs' association,~~
~~each~~ A member may designate in writing a person within ~~their~~ his or her agency or association to attend a meeting or meetings of the ~~council~~ Council. The designation shall be filed with the ~~chairman~~ Chair of the ~~council~~ Council.

(2) A person so designated shall have the same voting rights and responsibilities as the ~~ex-officio~~ member at such meeting or meetings ~~except,~~

but that the designee shall not automatically assume the member's place as an officer of the ~~board~~ Council.

§ 2355. COUNCIL POWERS AND DUTIES

(a) The Council shall adopt rules with respect to:

* * *

(10) a definition of criminal justice personnel and criminal justice training for purposes of this title; and

(11) ~~decertification of persons who have been convicted of a felony subsequent to their certification as law enforcement officers; [Repealed.]~~

(12) ~~decertification of persons who have not complied with in-service training requirements, provided that the Council, through permitting its Executive Director, may~~ to grant up to a 60-day waiver to a law enforcement officer who has failed to meet his or her annual in-service training requirements but who is able to complete those training requirements within that 60-day period the time period permitted by the Executive Director.

(b) The Council shall conduct and administer training schools and offer courses of instruction for law enforcement officers and other criminal justice personnel. The Council may also offer the basic officer's course for pre-service students and educational outreach courses for the public, including firearms safety and use of force.

* * *

(f) The Council shall charge participants or employers of participants in law enforcement training programs as follows:

* * *

(2) The tuition fees for training not required under section 2358 of this chapter shall be set to reflect the actual costs for operation of the particular programs offered, with an additional \$30.00 entrance exam fee assessed on all training, except educational outreach courses for the public.

* * *

§ 2358. MINIMUM TRAINING STANDARDS; DEFINITIONS

* * *

(d) ~~As used in this section:~~

~~(1) "Law enforcement officer" means a member of the Department of Public Safety who exercises law enforcement powers, a member of the State Police, a Capitol Police officer, a municipal police officer, a constable who exercises law enforcement powers, a motor vehicle inspector, an employee of the Department of Liquor Control who exercises law enforcement powers, an investigator employed by the Secretary of State, Board of Medical Practice investigators employed by the Department of Health, Attorney General, or a State's Attorney, a fish and game warden, a sheriff, or deputy sheriff who exercises law enforcement powers, a railroad police officer commissioned pursuant to 5 V.S.A. chapter 68, subchapter 8, or a police officer appointed to the University of Vermont's Department of Police Services.~~

~~(2) “Off-site training” means training provided off the premises of a law enforcement officer training school and approved by the Council under the provisions of section 2355 of this chapter.~~

~~(3) [Repealed.]~~

* * *

§ 2362. REPORTS

(a) Within ~~five working~~ ten business days:

(1) Elected constables. ~~Town, A town, village, and or city clerks clerk~~ shall notify the ~~council~~ Council, on a form provided by the ~~council~~ Council, of the election, appointment to fill a vacancy under 24 V.S.A. § 963, expiration of term, or reelection of any constable.

(2) Appointed constables and police chiefs. The legislative body of a municipality or its designee shall notify the ~~council~~ Council of the appointment or removal of a constable or police chief.

(3) Municipal police officers. A police chief appointed under 24 V.S.A. § 1931 shall notify the ~~council~~ Council of the appointment or removal of a police officer under the police chief’s direction and control.

(4) State law enforcement officers. The appointing authority of a ~~state~~ State agency employing a law enforcement officers officer shall notify the ~~council~~ Council of the appointment or removal of a law enforcement officer employed by that agency.

(5) Sheriffs' officers. A sheriff shall notify the ~~council~~ Council of the appointment or removal of a deputy or other law enforcement officer employed by that sheriff's department.

(b) Notification required by this section shall include the name of the constable, police chief, police officer, deputy, or other law enforcement officer, the date of appointment or removal, and the term of office or length of appointment, if any.

(c) A report required by this section may be combined with any report required under subchapter 2 of this chapter.

§ 2362a. POTENTIAL HIRING AGENCY; DUTY TO CONTACT

FORMER AGENCY

(a)(1) Prior to hiring a law enforcement officer who is no longer employed at his or her last law enforcement agency, the executive officer of a potential hiring law enforcement agency shall:

(A) require that officer to execute a written waiver that explicitly authorizes the officer's last law enforcement agency employer to disclose the reason that officer is no longer employed by that agency; and

(B) contact that former agency to determine that reason and provide to that agency a copy of that written waiver.

(2) An officer who refuses to execute the written waiver shall not be hired by the potential hiring agency.

(b)(1)(A) If that former agency is a law enforcement agency in this State, the executive officer of that former agency or designee shall disclose to the potential hiring agency in writing the reason the officer is no longer employed by the former agency.

(B) The executive officer or designee shall send a copy of the disclosure to the officer at the same time he or she sends it to the potential hiring agency.

(2) Such a former agency shall be immune from liability for its disclosure described in subdivision (1) of this subsection, unless such disclosure would constitute intentional misrepresentation or gross negligence.

* * *

Subchapter 2. Unprofessional Conduct

§ 2401. DEFINITIONS

As used in this subchapter:

(1) "Category A conduct" means:

(A) A felony.

(B) A misdemeanor that is committed while on duty and did not involve the legitimate performance of duty.

(C) Any of the following misdemeanors, if committed off duty:

(i) simple assault, second offense;

(ii) domestic assault;

(iii) false reports and statements;

(iv) driving under the influence, second offense;

(v) violation of a relief from abuse order or of a

condition of release;

(vi) stalking;

(vii) false pretenses;

(viii) voyeurism;

(ix) prostitution or soliciting prostitution;

(x) distribution of a regulated substance;

(xi) simple assault on a law enforcement officer; or

(xii) possession of a regulated substance, second offense.

(2) "Category B conduct" means gross professional misconduct amounting to actions on duty or under color of authority, or both, that involve willful failure to comply with a State-required policy or substantial deviation from professional conduct as defined by the law enforcement agency's policy or if not defined by the agency's policy, then as defined by Council policy, such as:

(A) sexual harassment involving physical contact or misuse of position;

(B) misuse of official position for personal or economic gain;

(C) excessive use of force under color of authority, second offense;

(D) biased enforcement; or

(E) use of electronic criminal records database for personal, political, or economic gain.

(3) “Category C conduct” means any allegation of misconduct pertaining to Council processes or operations, including:

(A) intentionally exceeding the scope of practice for an officer’s certification level;

(B) knowingly making material false statements or reports to the Council;

(C) falsification of Council documents;

(D) intentional interference with Council investigations, including intimidation of witnesses or misrepresentations of material facts;

(E) material false statements about certification status to a law enforcement agency;

(F) knowing employment of an individual in a position or for duties for which the individual lacks proper certification;

(G) intentional failure to conduct a valid investigation or file a report as required by this subchapter; or

(H) failure to complete annual in-service training requirements.

(4) “Effective internal affairs program” means that a law enforcement agency does all of the following:

(A) Complaints. Accepts complaints against its law enforcement officers from any source.

(B) Investigators. Assigns an investigator to determine whether an officer violated an agency rule or policy or State or federal law.

(C) Policies. Has language in its policies or applicable collective bargaining agreement that outlines for its officers expectations of employment or prohibited activity, or both, and provides due process rights for its officers in its policies. These policies shall establish a code of conduct and a corresponding range of discipline.

(D) Fairness in discipline. Treats its accused officers fairly, and decides officer discipline based on just cause, a set range of discipline for offenses, consideration of mitigating and aggravating circumstances, and its policies' due process rights.

(E) Civilian review. Provides for review of officer discipline by civilians, which may be a selectboard or other elected or appointed body, at least for the conduct required to be reported to the Council under this subchapter.

(5) "Unprofessional conduct" means Category A, B, or C conduct.

(6)(A) "Valid investigation" means an investigation conducted pursuant to a law enforcement agency's established or accepted procedures.

(B) An investigation shall not be valid if:

(i) the agency has not adopted an effective internal affairs program;

(ii) the agency refuses, without any legitimate basis, to conduct an investigation;

(iii) the agency intentionally did not report allegations to the Council as required;

(iv) the agency attempts to cover up the misconduct or takes an action intended to discourage or intimidate a complainant; or

(v) the agency's executive officer is the officer accused of misconduct.

§ 2402. LAW ENFORCEMENT AGENCIES; DUTY TO ADOPT AN EFFECTIVE INTERNAL AFFAIRS PROGRAM

(a) Each law enforcement agency shall adopt an effective internal affairs program in order to manage complaints regarding the agency's law enforcement officers.

(b) The Council shall create an effective internal affairs program model policy that may be used by law enforcement agencies to meet the requirements of this section.

§ 2403. LAW ENFORCEMENT AGENCIES; DUTY TO REPORT

(a)(1) The executive officer of a law enforcement agency or the chair of the agency's civilian review board shall report to the Council within 10 business days if any of the following occur in regard to a law enforcement officer of the agency:

(A) Category A.

(i) There is a finding of probable cause by a court that the officer committed Category A conduct.

(ii) There is any decision or findings of fact or verdict regarding allegations that the officer committed Category A conduct, including a judicial decision and any appeal therefrom.

(B) Category B.

(i) The agency receives a complaint against the officer that, if deemed credible by the executive officer of the agency as a result of a valid investigation, alleges that the officer committed Category B conduct.

(ii) The agency receives or issues any of the following:

(I) a report or findings of a valid investigation finding that the officer committed Category B conduct; or

(II) any decision or findings, including findings of fact or verdict, regarding allegations that the officer committed Category B conduct, including a hearing officer decision, arbitration, administrative decision, or judicial decision, and any appeal therefrom.

(C) Termination. The agency terminates the officer for Category A or Category B conduct.

(D) Resignation. The officer resigns from the agency while under investigation for unprofessional conduct.

(2) As part of his or her report, the executive officer of the agency or the chair of the civilian review board shall provide to the Council a copy of any

relevant documents associated with the report, including any findings,
decision, and the agency's investigative report.

(b) The Executive Director of the Council shall report to the Attorney
General and the State's Attorney of jurisdiction any allegations that an officer
committed Category A conduct.

§ 2404. INVESTIGATIONS

(a) Agency investigations of Category A and B conduct.

(1)(A) Each law enforcement agency shall conduct a valid investigation
of any complaint alleging that a law enforcement officer employed by the
agency committed Category A or Category B conduct. An agency shall
conclude its investigation even if the officer resigns from the agency during the
course of the investigation.

(B) Notwithstanding the provisions of subdivision (A) of this
subdivision (1), a law enforcement agency shall refer to the Council any
unprofessional conduct complaints made against a law enforcement officer
who is the executive officer of that agency.

(2)(A) The Council shall accept from any source complaints alleging a
law enforcement officer committed unprofessional conduct and, if the
Executive Director of the Council deems such a complaint credible, he or she
shall refer any complaints regarding Category A or Category B conduct to the
executive officer of the agency who employs that officer, and that agency shall
conduct a valid investigation.

(B) Notwithstanding the provisions of subdivision (A) of this subdivision (2), the Council shall cause to be conducted an alternate course of investigation if the allegation is in regard to a law enforcement officer who is the executive officer of the agency.

(b) Exception to an agency's valid investigation. Notwithstanding a law enforcement agency's valid investigation of a complaint, the Council may investigate that complaint or cause the complaint to be investigated if the officer resigned before a valid investigation had begun or was completed.

(c) Council investigations of Category C conduct. The Council shall investigate allegations of Category C conduct.

§ 2405. COUNCIL SANCTION PROCEDURE

Except as otherwise provided in this subchapter, the Council shall conduct its proceedings in accordance with the Vermont Administrative Procedure Act. This includes the ability to summarily suspend the certification of a law enforcement officer in accordance with 3 V.S.A. § 814(c).

§ 2406. PERMITTED COUNCIL SANCTIONS

(a) Generally. The Council may impose any of the following sanctions on a law enforcement officer's certification upon its finding that a law enforcement officer committed unprofessional conduct:

(1) written warning;

(2) suspension, but to run concurrently with the length and time of any suspension imposed by a law enforcement agency with an effective internal

affairs program, which shall amount to suspension for time already served if an officer has already served a suspension imposed by his or her agency with such a program;

(3) revocation, with the option of recertification at the discretion of the Council; or

(4) permanent revocation.

(b) Intended revocation; temporary voluntary surrender.

(1)(A) If, after an evidentiary hearing, the Council intends to revoke a law enforcement officer's certification due to its finding that the officer committed unprofessional conduct, the Council shall issue a decision to that effect.

(B) Within 10 business days from the date of that decision, such an officer may voluntarily surrender his or her certification if there is a pending labor proceeding related to the Council's unprofessional conduct findings.

(C) A voluntary surrender of an officer's certification shall remain in effect until the labor proceeding and all appeals are finally adjudicated or until the officer requests a final sanction hearing, whichever occurs first, and thereafter until the Council's final sanction hearing on the matter. At that hearing, the Council may modify its findings and decision on the basis of additional evidence, but shall not be bound by any outcome of the labor proceeding.

(2) If an officer fails to voluntarily surrender his or her certification in accordance with subdivision (1) of this subsection, the Council's original findings and decision shall take effect.

§ 2407. LIMITATION ON COUNCIL SANCTIONS; FIRST OFFENSE OF
CATEGORY B CONDUCT

(a) Category B conduct; first offense. If a law enforcement agency conducts a valid investigation of a complaint alleging that a law enforcement officer committed a first offense of Category B conduct, the Council shall take no action.

(b) "Offense" defined. As used in this section, an "offense" means any offense committed by a law enforcement officer during the course of his or her certification, and includes any offenses committed during employment at a previous law enforcement agency.

§ 2408. INVALID INVESTIGATIONS

Nothing in this subchapter shall prohibit the Council from causing a complaint to be investigated or taking disciplinary action on an officer's certification if the Council determines that a law enforcement agency's investigation of the officer's conduct did not constitute a valid investigation.

§ 2409. ACCESSIBILITY AND CONFIDENTIALITY

(a) It is the purpose of this section both to protect the reputation of law enforcement officers from public disclosure of unwarranted complaints against them and to fulfill the public's right to know of any action taken against a law

enforcement officer when that action is based on a determination of unprofessional conduct.

(b) All meetings and hearings of the Council shall be subject to the Open Meeting Law.

(c) The Executive Director of the Council shall prepare and maintain a register of all complaints, which shall be open to public inspection and copying, except as may be exempt under the Public Records Act, and which shall show:

(1) with respect to any complaint, the following information:

(A) the date and the nature of the complaint, but not including the identity of the law enforcement officer; and

(B) a summary of the completed investigation; and

(2) only with respect to a complaint resulting in filing of charges or stipulations or the taking of disciplinary action, the following additional information:

(A) the name and business addresses of the law enforcement officer;

(B) formal charges, provided that they have been served or a reasonable effort to serve them has been made;

(C) the findings, conclusions, and order of the Council;

(D) the transcript of the hearing, if one has been made, and exhibits admitted at the hearing;

(E) any stipulation filed with the Council; and

(F) any final disposition of the matter by the Vermont Supreme Court.

(d) The Council, its hearing officer, and Council staff shall keep confidential any other information regarding unprofessional conduct complaints, investigations, proceedings, and related records except the information required or permitted to be released under this section.

(e) A law enforcement officer charged with unprofessional conduct shall have the right to inspect and copy the investigation file that results in the charges against him or her, except for any attorney work product or other privileged information.

(f) Nothing in this section shall prohibit the disclosure of any information regarding unprofessional conduct complaints pursuant to an order from a court of competent jurisdiction, or to a State or federal law enforcement agency in the course of its investigation, provided the agency agrees to maintain the confidentiality of the information as provided in subsection (d) of this section.

§ 2410. COUNCIL ADVISORY COMMITTEE

(a) Creation. There is created the Council Advisory Committee to provide advice to the Council regarding its duties under this subchapter.

(1) The Committee shall specifically advise and assist the Council in developing procedures to ensure that allegations of unprofessional conduct by

law enforcement officers are investigated fully and fairly, and to ensure that appropriate action is taken in regard to those allegations.

(2) The Committee shall be advisory only and shall not have any decision-making authority.

(b) Membership. The Committee shall be composed of five individuals appointed by the Governor. The Governor may solicit recommendations for appointments from the Chair of the Council.

(1) Four of these members shall be public members who during incumbency shall not serve and shall have never served as a law enforcement officer or corrections officer and shall not have an immediate family member who is serving or has ever served as either of those officers.

(2) One of these members shall be a retired law enforcement officer.

(c) Assistance. The Executive Director of the Council or designee shall attend Committee meetings as a resource for the Committee.

(d) Reimbursement. Members of the Committee who are not employees of the State of Vermont and who are not otherwise compensated or reimbursed for their attendance shall be entitled to per diem compensation and reimbursement of expenses pursuant to 32 V.S.A. § 1010 for not more than five meetings per year. Such payments shall be derived from the budget of the Council.

§ 2411. COUNCIL RULES

The Council may adopt rules to implement the provisions of this subchapter.

Sec. 2. TRANSITIONAL PROVISIONS TO IMPLEMENT THIS ACT

(a) Effective internal affairs programs.

(1) Law enforcement agencies. On or before July 1, 2018, each law enforcement agency shall adopt an effective internal affairs program in accordance with 20 V.S.A. § 2402(a) in Sec. 1 of this act.

(2) Vermont Criminal Justice Training Council. On or before April 1, 2018, the Vermont Criminal Justice Training Council shall adopt an effective internal affairs program model policy in accordance with 20 V.S.A. § 2402(b) in Sec. 1 of this act.

(b) Alleged law enforcement officer unprofessional conduct. The provisions of 20 V.S.A. chapter 151, subchapter 2 (unprofessional conduct) in Sec. 1 of this act shall apply to law enforcement officer conduct alleged to have been committed on and after the effective date of that subchapter.

(c) Duty to disclose. The requirement for a former law enforcement agency to disclose the reason that a law enforcement officer is no longer employed by the agency as set forth in 20 V.S.A. § 2362a in Sec. 1 of this act shall not apply if there is a binding nondisclosure agreement prohibiting that disclosure that was executed prior to the effective date of that section.

(d) Council rules. The Vermont Criminal Justice Training Council may adopt rules in accordance with 20 V.S.A. § 2411 (Council rules) in Sec. 1 of this act, prior to the effective date of that section.

(e) Council Advisory Committee. The Governor shall make appointments to the Council Advisory Committee set forth in 20 V.S.A. § 2410 in Sec. 1 of this act prior to the effective date of that section.

(f) Annual report of Executive Director. Annually, on or before January 15, beginning in the year 2019 and ending in the year 2022, the Executive Director of the Vermont Criminal Justice Training Council shall report to the General Assembly regarding the Executive Director's analysis of the implementation of this act and any recommendations he or she may have for further legislative action.

(g) Council, OPR; joint report. On or before October 1, 2017, the Executive Director of the Vermont Criminal Justice Training Council and the Director of the Office of Professional Regulation (Office) shall consult with law enforcement stakeholders and report to the Senate and House Committees on Government Operations on a proposal for the Office to perform duties related to the professional regulation of law enforcement officers.

* * * Vermont State Police * * *

Sec. 3. 20 V.S.A. § 1812 is amended to read:

§ 1812. DEFINITIONS

~~The following words and phrases, as As used in this title, shall have the following meanings unless otherwise provided:~~

- (1) “Commissioner;” means the commissioner of public safety;
Commissioner of Public Safety.
- (2) “Department;” means the department of public safety; Department of
Public Safety.
- (3) “Employee;” ~~an employee assigned to a position other than that of~~
~~state police;~~ means a person employed by the Department.
- (4) “Member;” ~~any employee of the department;~~ means a sworn
employee assigned to the State Police.
- (5) “State police, Police” ~~an employee assigned to police duties and~~
means the sworn law enforcement officers who are employees of the
Department.

Sec. 4. 20 V.S.A. § 1922 is amended to read:

§ 1922. CREATION OF STATE POLICE ADVISORY COMMISSION;

MEMBERS; DUTIES

- (a) There is hereby created the ~~state police advisory commission~~ State
Police Advisory Commission, which shall provide advice and counsel to the

~~commissioner~~ Commissioner in carrying out his or her responsibilities for the management, supervision, and control of the Vermont ~~state police~~ State Police.

(b) The ~~commission~~ Commission shall consist of seven members, at least one of whom shall be an attorney and one of whom shall be a retired ~~state police~~ State Police officer, to be appointed by the ~~governor~~ Governor with the advice and consent of the ~~senate~~ Senate.

(c) Members of the ~~commission~~ Commission shall serve for terms of four years, at the pleasure of the ~~governor~~ Governor. Of the initial appointments, one shall be appointed for a term of one year, two for terms of two years, two for terms of three years, and two for terms of four years. Appointments to fill a vacancy shall be for the unexpired portion of the term vacated. The ~~chairman~~ Chair shall be appointed by the ~~governor~~ Governor.

(d) The creation and existence of the ~~commission~~ Commission shall not relieve the ~~commissioner~~ Commissioner of his or her duties under the law to manage, supervise, and control the ~~state police~~ State Police.

(e) To ensure that ~~state police~~ State Police officers are subject to fair and known practices, the ~~commission~~ Commission shall advise the ~~commissioner~~ Commissioner with respect to and review rules concerning promotion, grievances, transfers, internal investigations, and discipline.

(f) Members of the Commission shall be ~~paid~~ entitled to receive per diem compensation and reimbursement for expenses in accordance with ~~section 1010 of Title 32~~ V.S.A. § 1010.

Sec. 5. 20 V.S.A. § 1923 is amended to read:

§ 1923. INTERNAL INVESTIGATION

(a)(1) The ~~commission~~ State Police Advisory Commission shall advise and assist the ~~commissioner~~ Commissioner in developing and making known routine procedures to ensure that allegations of misconduct by ~~state police~~ State Police officers are investigated fully and fairly, and to ensure that appropriate action is taken with respect to such allegations.

(2) The Commissioner shall ensure that the procedures described in subdivision (1) of this subsection constitute an effective internal affairs program in order to comply with section 2402 of this title.

(b)(1) The ~~commissioner~~ Commissioner shall establish ~~an office of internal investigation~~ the Office of Internal Investigation within the ~~department~~ Department, which ~~office~~ shall investigate, or cause to be investigated, all allegations of misconduct by members of the ~~department~~ Department, except complaints lodged against members of the ~~internal investigation office~~ Office, which ~~complaints~~ shall be separately and independently investigated by officers designated for each instance by the ~~commissioner~~ Commissioner, with the approval of the ~~state police advisory commission~~ State Police Advisory Commission.

(2) The head of the ~~internal affairs unit~~ Office shall report all allegations and his or her findings as to such allegations to the ~~commissioner~~ Commissioner. The head of the ~~internal affairs unit~~ Office also shall

immediately report all allegations to the ~~state's attorney~~ State's Attorney of the county in which the incident took place, to the ~~attorney general~~ Attorney General, and to the ~~governor~~ Governor, unless the head of the ~~unit~~ Office makes a determination that the allegations do not include a violation of a criminal statute. The head of the ~~internal affairs unit~~ Office shall also report the disposition of all cases so reported to the ~~state's attorney~~ State's Attorney, ~~attorney general~~ Attorney General, and ~~governor~~ Governor.

(c)(1) The ~~office of internal investigation~~ Office of Internal Investigation shall maintain a written log with respect to each allegation of misconduct made. The log shall document all action taken with respect to each allegation, including a notation of the person or persons assigned to the investigation, a list of all pertinent documents, all action taken, and the final disposition of each allegation.

(2) Failure of any member of the ~~department~~ Department to report to the ~~office of internal investigation~~ Office an allegation of misconduct known to ~~such the~~ member, shall be grounds for disciplinary action by the ~~commissioner~~ Commissioner, including dismissal.

(d) Records of the ~~office of internal investigation~~ Office of Internal Investigation shall be confidential, except:

(1) The ~~state police advisory commission~~ the State Police Advisory Commission shall, at any time, have full and free access to such records; and

(2) ~~The commissioner~~ the Commissioner shall deliver such materials from the records of the ~~office of internal investigation~~ Office as may be necessary to appropriate prosecutorial authorities having jurisdiction;

(3) the Director of the State Police or the Chair of the State Police Advisory Commission shall report to the Vermont Criminal Justice Training Council as required by section 2403 of this title; and

~~(3)(4) The state police advisory commission~~ the State Police Advisory Commission shall, in its discretion, be entitled to report to such authorities as it may deem appropriate; or to the public, or to both, to ensure that proper action is taken in each case.

* * * Effective Dates * * *

Sec. 6. EFFECTIVE DATES

This act shall take effect on July 1, 2018, except:

(1) this section and Sec. 2 (transitional provisions to implement this act) shall take effect on passage; and

(2) the following shall take effect on July 1, 2017:

(A) in Sec. 1, 20 V.S.A. chapter 151 (Vermont Criminal Justice Training Council):

(i) § 2351 (creation and purpose of Council);

(ii) § 2351a (definitions);

(iii) § 2352 (Council membership);

(iv) § 2354 (Council meetings);

(v) § 2355 (Council powers and duties), except that subsection (a)
shall take effect on July 1, 2018;

(vi) § 2358 (minimum training standards; definitions); and

(vii) § 2362a (potential hiring agency; duty to contact former
agency);

(B) Sec. 3, 20 V.S.A. § 1812 (definitions); and

(C) Sec. 4, 20 V.S.A. § 1922 (creation of State Police Advisory
Commission; members; duties).

Date Governor signed bill: June 5, 2017

Act 56 of 2017, relating to the Professional Regulation of Law Enforcement Officers by the Vermont Criminal Justice Training Council, has changed the landscape of law enforcement accountability in Vermont. This document is intended to be a brief reference for agency heads and officers, but in no way is intended to be a comprehensive review of the contents of Act 56; it is the responsibility of agency heads to ensure they're familiar with the law.

The Act becomes effective July 1, 2018.

What constitutes professional misconduct?

Professional misconduct is broken down into three categories:

Category A: Crimes committed both on and off duty. This includes all felonies, all misdemeanors committed on-duty, and a list of misdemeanors committed off-duty.

Category B: Gross professional misconduct "...amounting to actions on duty or under color of authority, or both, that involve willful failure to comply with a State-required policy or substantial deviation from professional conduct..." as defined by the agency's or Council's policy. There is a list in the Act, but the list illustrates examples and is not intended to exclude other conduct.

Category C: Misconduct related to Council processes, such as falsifying training records, intentionally exceeding scope of practice for a given certification level, intentional failure to conduct a valid investigation, etc.

Agencies must also report terminations for Category A or B conduct, or resignations, if the officer resigns while under investigation.

What is the agency's responsibility to investigate?

Act 56 requires that all agencies have what has been termed an "effective internal affairs program" and must conduct a "valid investigation". The parameters of each are as follows:

Effective internal affairs program

- Accepts complaints from any source
- Assigns an investigator to determine if a violation took place
- Has language in policy or bargaining agreements that establish a code of conduct and a corresponding range of discipline
- Provides fairness in discipline
- Provides for civilian review

Valid investigation:

- Any investigation conducted pursuant to the agency's procedures, which must include the effective internal affairs program.

An investigation will not be considered valid if any of the following apply:

- The agency did not adopt the effective internal affairs program
- The agency refuses, without legitimate basis, to conduct an investigation
- The agency intentionally failed to make reports to the Council as required
- The agency attempts to cover up the misconduct and/or does anything to discourage a complainant
- The agency's executive officer is the officer accused of misconduct

A model policy is available for agencies to download here:

<http://vcjtc.vermont.gov/content/model-internal-affairs-policy>

If, for whatever reason, an agency will not or cannot conduct a valid investigation, it is still the agency's responsibility to cause the investigation to be made.

If the officer resigns prior to the start of the internal investigation or before it's completed, the agency is still required to conduct as much of the investigation as possible.

In all cases where the agency head is the subject of the allegation, the Council will cause the investigation to be conducted.

Should the Council receive a complaint of Category A or B misconduct instead of the law enforcement agency, the Executive Director will refer the complaint to the agency head and, for complaints of Category A conduct, the state's attorney of jurisdiction, except in those instances where the agency head is the subject of the complaint.

The Council will investigate all allegations of Category C misconduct.

Where do the reports go?

All reports of professional misconduct are made to the Council, specifically, to the Executive Director. In the event the E.D. is not available, the report can be made to either the Director of Administration or the Director of Training. Though the first instance of a Category B offense is handled by the agency and is not subject to action by the Council, the report must still be made

so that the Council and law enforcement agencies will have the ability to identify second and subsequent offenses.

Reports must be made in writing, by the agency head or designee.

What are the time frames for reporting and what needs to be included with the report?

Category A Offenses: The agency is required to report Category A conduct within 10 days of a finding of probable cause by a court. Related documents--any and all relevant documents associated with the report and/or investigation, including the agency's investigative report—must be provided with the report.

Category B Offenses: Must be reported within 10 business days after the agency receives the complaint, if deemed credible by the agency head. Related documents--any and all relevant documents associated with the report and/or investigation, including the agency's investigative report—must be provided when completed.

Category C Offenses: Must be reported within 10 business days after the agency head becomes aware of the misconduct.

What happens to the reports?

The prosecutor for the Council is ultimately responsible for determining whether or not the conduct rises to the level of Professional Misconduct. If the prosecutor decides it does not, the Council takes no further action; if the prosecutor decides it does, then the Council begins the hearing process.

What happens if the prosecutor determines that the conduct rises to the level of Professional Misconduct?

The VT Administrative Procedures Act (APA) requires due process before an officer can be decertified, or be subject to any sort of official sanction by the certification entity, in this case, the Council. Due process consists of notifying the officer of the allegation, the proposed action by the Council, informing the officer of the proposed date/time of any hearing, and affording the officer the opportunity to present a defense. The Council will ensure that agency heads are kept informed as the process moves forward. No action is taken against an officer's certification until the conclusion of the hearing, or unless the officer waives the right to the hearing and accepts the proposed sanction.

Can the Council suspend an officer's certification prior to a hearing?

Under fairly narrow circumstances, the Council can suspend an officer's certification ahead of a hearing if it can be demonstrated that, should the officer retain their certification, it poses an imminent threat to the public.

What sanctions can the Council impose?

Act 56 established a range of sanctions that the Council may impose: written warning, suspension, revocation with the option of recertification at the Council's discretion, and permanent revocation.

Can the officer surrender his/her certification?

After the hearing, if the Council finds that certification revocation is appropriate, and if the officer is also involved in or is going to begin a labor appeal process, the officer may voluntarily surrender the certification pending the outcome of the process. The Council will revisit the revocation at the conclusion of the labor process, but is not bound by that outcome.

How does an officer appeal the Council's decision?

By VT law, any appeal of a Council decision must go to the VT Supreme Court.

Is there a public record kept of reports and Council actions?

Act 56 requires the Executive Director to prepare and maintain a public register of all complaints that contains the following:

For reports received but do not rise to the level of professional misconduct:

- The date and nature of the complaint (but not the officer's identity)
- A summary of the completed investigation

For reports on which the Council will take action, the above information with the additions described below:

- The name and business address of the law enforcement officer
- Formal charges, providing they have been served or a reasonable effort to serve them has been made
- Findings, conclusions, and order of the Council
- Exhibits admitted at the hearing
- Transcript, if made
- Any stipulation filed with the Council
- If applicable, any final disposition by the VSC



July 1, 2019- June
30, 2022

***Agreement between the Town
of Essex, VT and the Essex
Police Employees Association.***

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AGREEMENT

SECTION 1:

General Provisions

This agreement is made and entered into between the Town of Essex, Vermont, hereinafter referred to as the "Town," and Essex Police Employees Association Inc., hereinafter referred to as the "Association."

Definitions:

For purposes of clarity, the following terms are defined: 1) the term "officer" shall refer to both male and female police officers; 2) where appropriate, the terms "member" or "employee" shall refer to all male and female persons within the Association; 3) "fiscal year" shall be from July 1 to June 30; 4) "Specials" shall refer to part-time police officers.

PREAMBLE

WHEREAS, the well being of the employees covered by this agreement and the efficient and economic operations of the Police Department require that orderly and constructive relationships be maintained between the parties, and;

WHEREAS, the participation of the employees in the collective bargaining process should contribute to the effective conduct of the public business and police administrations, and;

WHEREAS, the parties to this agreement consider themselves mutually responsible to establish stable and meaningful relations based on this agreement;

NOW, THEREFORE, in consideration of the agreements herein contained, the parties agree to the following.

ARTICLE I

Recognition and Unit Description

Section 1. The Town recognizes the Association as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other conditions of employment for all full-time sworn officers of the Essex Police Department below the rank of lieutenant, and for all full-time dispatchers and police records clerks. The term "employee" as used in this agreement shall refer to those employees.

Section 2. The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit equally.

ARTICLE II

Association Activity

Section 1. One Association officer and/or President shall be granted reasonable time off during working hours without loss of pay or benefits to investigate, process, and settle complaints or grievances, provided that the employee shall request permission from the Chief or his/her designee.

86
87 *Section 2.* Employees of the bargaining committee shall be given time off to attend collective bargaining
88 sessions, if necessary. The membership of the bargaining team shall consist of the President
89 and two employees or their designees.

90
91 ARTICLE III

92
93 Stability of Agreement

94
95 *Section 1.* No amendment, alteration, or variation of the terms or provisions of this agreement shall
96 bind the parties hereto unless made and executed in writing by said parties.

97 *Section 2.* Any portion of this Agreement found to be in conflict with any statute now in effect or
98 introduced at a later date will be null and void. However, all other portions of this
99 agreement will remain in effect. If a conflict should exist, that conflict will be re-negotiated
100 to conform to the statute as soon as practicable.

101 *Section 3.* Supersedence. The inclusion of language in this agreement concerning matters governed
102 by law or regulation shall not be deemed a preemption of the entire subject matter.
103 Accordingly, rules, and/or regulations shall not be considered to be superseded by any
104 provision of this agreement except as expressly provided herein, or where, by necessary
105 implication, no other construction is reasonable.

106
107 ARTICLE IV

108
109 Hours of Work

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111 *Section 1.* The regular work week of employees shall not exceed 40 hours. The Association may
112 provide input to the Chief concerning basic work schedules and said input shall be
113 considered. However, the final determination of scheduling practices shall be made by the
114 Chief of Police provided that said practices do not directly conflict with the express specific
115 provisions of this agreement.

116 The work schedule may be abandoned or revised at the option of the Town with a minimum
117 of five (5) days notice to the employee.

118 *Section 2.* Work schedules shall be posted and every attempt shall be made to give at least two (2)
119 weeks notice regarding shift changes. A minimum of two (2) days notice will be given to
120 employees upon a change in their previously published work schedule. In the event of such
121 a change the employee will be notified by a memo left on the employee's message board
122 if the employee is scheduled to work within the time period between the decision to change
123 the schedule and 48 hours prior to the start of the change in schedule. If the employee is
124 not scheduled to work within 48 hours prior to the start of the work period modified by the
125 schedule change, a reasonable attempt will be made to notify the employee by telephone.
126 This does not include events or emergencies to include the shortage of personnel to cover
127 assigned shifts that could not have been foreseen prior to the time of schedule change.

128 *Section 3.* Employees will assume responsibility for monitoring their respective schedules on a weekly
129 basis to determine if changes have occurred.

130 *Section 4.* Permission to swap shifts may be granted by the Chief of Police or his/her designee.
131
132
133
134

135 ARTICLE V

136 Overtime

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- 139 *Section 1.* Overtime work is authorized work actually performed in excess of forty (40) hours per
- 140 week or eight (8) hours per day, and shall be compensated at the rate of "*time and one half*"
- 141 (1 ½) the regular base rate of pay. If operating on a ten (10) hour per day, four (4) day
- 142 week, overtime shall be at time and one half (1 ½) after ten (10) hours per shift or over
- 143 forty (40) hours per calendar week.
- 144 *Section 2:* Full-time employees shall have the first choice for any overtime as it relates to outside
- 145 employment. Examples of this employment are, but are not limited to: SHARP, athletic
- 146 events, and traffic details for either the Village or Town of Essex, or any outside contractor.
- 147 *Section 3.* Holiday leave, Vacation leave, Sick leave, and Compensatory time off shall count as time
- 148 worked for the purpose of computing overtime.
- 149 *Section 4.* Tours of duty shall not be changed for the sole purpose of avoiding overtime or holiday
- 150 pay, except with the permission of the employee(s) involved.
- 151 *Section 5.* Employees required to work on a holiday shall be paid regular holiday pay and time and
- 152 one half (1 ½) for any work on the holiday, *except* that on Thanksgiving, Christmas and
- 153 New Year's Day the rate shall be double time plus regular holiday pay from midnight
- 154 (12:00 a.m.) on the eve of the holiday until midnight (12:00 a.m.) on the day of the holiday.
- 155 *Section 6.* Court duty will be paid at the overtime rate whenever an employee is required to go to court
- 156 and is not already working their regular shift. The minimum call out for court appearances
- 157 will be four (4) hours. Employees will be paid the four (4) hour court time if they are either
- 158 notified for a court appearance less than 12 hours in advance, or notified of a court
- 159 cancellation less than 12 hours in advance, and are not required to work continuously into
- 160 their shift. If work is continuous into the normal shift and less than two (2) hours,
- 161 compensation will be only for the hours worked.
- 162 *Section 7.* Full-time employees shall have first choice for any possible overtime work, consistent with
- 163 Section 9 of this article.
- 164 *Section 8.* Time worked in excess of forty (40) hours in a pay period may be reimbursed as
- 165 compensatory time equal to time and one-half (1½). An employee may accumulate a
- 166 maximum of 100 hours of compensatory time. All compensatory time will be paid out in
- 167 the last pay check of the calendar year.
- 168 *Section 9.* Full-time Dispatchers shall be the first to be called for available dispatch overtime. This
- 169 shall not preclude the current practice of assigning police officers to dispatch work on a
- 170 regular-time basis or the use of part-time dispatchers for regularly scheduled open shifts.
- 171
- 172 *Section 10.* No pyramiding
- 173
- 174 Compensation shall not be paid more than once for the same hours under any provision of
- 175 this article.

176 ARTICLE VI

177 Compensation

- 178
- 179
- 180 *Section 1.* The Town and the Association recognize the principle of a fair day's work for a fair day's
- 181 pay.
- 182 *Section 2.* Effective date of this Agreement is July 1, 2019, except as specifically provided herein, and
- 183 shall remain in effect through June 30, 2022.

185	Section 3	Entry Pay Level
186		
187	A.	New employees shall normally be placed on Step 1 of the Association's pay schedule as set forth in Appendix A-1, attached hereto. The Town may take into consideration prior relevant education, law enforcement or military experience by placing a new employee above Step 1, but in no case shall a new employee be placed above Step 10 on the Association's pay schedule.
192	B.	The Chief of Police will determine if the prior experience plus education is applicable to the police job as it applies to the Town of Essex.
194		
195		
196	Section 4.	Evaluations
197		
198		Performance evaluations will be conducted at least once a year within 14 days of the anniversary of the date of hire by supervisory personnel who have observed the performance of the employee. If the employee is out on an approved leave the evaluation will be completed within 14 days of their return to work. Evaluations will be based upon existing criteria and such other criteria as are determined by the Chief after consultation with the Association. Employees shall have the opportunity to discuss the evaluation with the supervisor, and shall be entitled to add written comment to the evaluation within 14 days of completion of the evaluation. Evaluations will be approved by the Chief of Police. Nothing in this agreement is intended to invalidate an evaluation or any portion thereof.
207	Section 5.	Compensation
208		The pay schedule for all employees during the term of this agreement is set forth in the appendices, (Appendix A-1) attached hereto and incorporated herein. Except as noted in Section 3 above, new employees shall be placed at Step one on the appropriate pay scale upon completion of probation.
211		
212		Effective in the first paycheck after the first full pay period subsequent to the execution of the agreement, Employees hired prior to July 1, 2019 shall receive a cost of living adjustment of four percent (4%) as indicated in the attached appendices for Fiscal Year End 2020 and move an additional step higher than the prior year.
216		
217		Effective in the first paycheck after the first full pay period subsequent to the execution of the agreement, Employees hired after July 1, 2019 shall receive a cost of living adjustment of four percent (4%) as indicated in the attached appendices for Fiscal Year End 2020.
221		
222		Notwithstanding the above, the wages of Matthew Beaulieu, Sabrina Felt, and Justin Lindor shall be adjusted to place them at step 1 of Appendix A-1.
224		
225		The Town and the Union agree that in lieu of retroactive payments for cost of living adjustments, step, and any additional employee contributions for Healthcare and/or Retirement, certain members of the union will receive a one-time non-recurring bonus in the amounts indicated in Appendix A-2.
229		
230		The union agrees to drop the grievance that was filed on behalf of Josh Oley on March 4, 2020.
232		
233		Effective July 1, 2020 Employees shall receive a cost of living adjustment of three percent (3.0%) as indicated in the attached appendices for Fiscal Year End 2021 and move an additional step higher than on June 30, 2020.
234		
235		
236		

237	
238	Effective July 1, 2021 Employees shall receive a cost of living adjustment of
239	three and one quarter percent (3.25%) as indicated in the attached appendices
240	for Fiscal Year End 2022 and move an additional step higher than on June 30,
241	2021.
242	
243	The Town and the Union agree to sign a non-precedent setting side letter for 4
244	sworn members of the union as indicated in Appendix A-3. (To be effective July
245	1, 2021)
246	
247	Sworn officers who elect to become VMERS group D members in any one of
248	the contract years referenced in this agreement shall forfeit one step the year they
249	transfer to VMERS group D.
250	
251	Employees moving to corporal, sergeant or dispatch II positions shall receive an increase
252	by moving laterally on the same step to the corporal, sergeant or dispatch II pay scale.
253	(Note that under the current pay scale this is approximately 5%)
254	
255	A Dispatch I employee may apply for a Dispatch II position upon successful completion
256	of a Dispatch II competency program. The program must be approved by the Chief of
257	Police.
258	
259	Section 6. Shift Differential
260	Shift differentials will be paid as shown in Appendix B (attached).
261	
262	Section 7. Upon recommendation of the Chief of Police and approval of the Unified Manager, any
263	employee may receive a merit salary adjustment for outstanding performance on a special
264	project or otherwise at or between annual evaluations. Such adjustment may be in the form
265	of a non-recurring bonus. To provide the Chief with the most flexibility in recognizing
266	employees for outstanding work, the bonus may or may not be monetary in nature. (i.e.
267	compensatory time, vacation time, monetary bonus, etc.)
268	
269	Section 8. Call-in Pay:
270	An employee called in to work at least two (2) hours prior to the beginning of a
271	shift, shall receive a minimum of four (4) hours pay. Call-in pay stands as defined
272	by the Essex Selectboard: "That the call-in pay provision contained in Article VII,
273	Section 7 of the Essex Police Employees Association contract does not cover
274	overtime which is scheduled in advance." For purposes of this section, "in
275	advance" shall mean a minimum of two (2) days notice. This section does not
276	pertain to optional overtime.
277	
278	Section 9. Employees of the criminal division who are placed in an on-call status by the
279	Commander of the Criminal Division shall be compensated at a rate of \$250.00
280	per week.
281	
282	ARTICLE VII
283	Holidays
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285	
286	Section 1. The Association employees will observe the identical holidays as the other Town of Essex
287	employees, plus sixteen (16) hours personal time. However, throughout the duration of this
	contract the employees will recognize Christmas and New Year's Day on the respective

288 calendar days that they fall.
289 Employees must have ninety (90) days of seniority to be eligible for holiday pay unless
290 he/she is required to work on a holiday, in which case he/she will be compensated as
291 provided in Section 3 of Article VII.
292 "Holiday pay" shall refer to one day's pay at straight time, plus time and one-half (1 ½) for
293 each hour actually worked on the holiday, except as outlined elsewhere in this agreement.
294 Holiday pay for Association employees shall be based on ten (10) hours
295 *Section 2.* The work schedule, if possible, shall be arranged so that 50% of the employees will be off
296 Christmas, with the remaining 50% off New Year's Day.
297 *Section 3.* Employees required to work on holidays shall be paid their regular holiday pay, plus time
298 and one-half (1 ½) for any time worked on the holiday, except that on Thanksgiving,
299 Christmas, and New Year's Day the rate shall be double-time plus regular holiday pay.
300 Hours worked in excess of eight or ten (8 or 10) hours on a holiday will be compensated at
301 the rate of three (3) times the regular rate of pay.
302 *Section 4.* If a holiday falls when an employee is on vacation, it shall not be charged as vacation time.
303 *Section 5.* Employees shall have the option of accepting compensatory time off, at the same rate as the
304 holiday was worked, in lieu of the overtime pay worked on a holiday, may also have the
305 option of accepting compensatory time off at straight time in lieu of holiday pay for
306 holidays not worked.
307 *Section 6.* For all holidays referenced above except Thanksgiving Day, Christmas Day, and New Year's
308 Day, employees deemed to be non-essential by the chief are eligible to work on the holiday
309 at regular rates of pay in order to take a different day off, provided the day off is used by
310 the end of the fiscal year. Such transfers of time must be approved by a supervisor.

311 ARTICLE VIII

312 Seniority

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314
315 *Section 1.* Seniority is the length of time of continuous service as a Full-Time employee of the Police
316 Department, starting with the first day of work.
317 *Section 2.* With respect to the selection of vacation time, employees shall pick by seniority. Alternate
318 requests shall ordinarily be granted, subject to the Chief's right to determine operating
319 needs.
320 *Section 3.* Permanent employees shall be laid off insofar as possible in inverse order of seniority.
321 In the event of a layoff, the Town shall provide as much advanced notice as possible to the
322 Association as well as to the individual employees affected.
323 Employees subject to termination due to a reduction in force (layoff) shall receive all
324 accumulated leave to include: vacation, compensatory and personal time.
325 In the event of a layoff the Town will actively and vigorously assist employees in obtaining
326 same-employment with other agencies.
327 The Town will provide, at the request of the Association, an opportunity to dispute the need
328 for a reduction in positions. This may be accomplished through an informal meeting with
329 management. If a resolution cannot be reached in the informal meeting, the Association
330 may appeal to the Selectboard.
331 Employees shall be recalled in the reverse order of layoff. No position eliminated due to a
332 reduction in force shall be re-established until all employees subject to the layoff have been
333 offered the re-established position. An employee may take a maximum of 14 days to decide
334 if he or she is going to accept any offer.

335	Employees who are recalled will be reinstated without loss of seniority.	
336	<i>Section 4.</i> Four weeks prior to any promotion, the job opening must be posted. All interested employees of the Department shall submit a letter of application.	
337		
338	<i>Section 5.</i> The Town will post a seniority list in the police station no later than August 1 of each year. The seniority list will be determined by the criteria outlined in Section 1 of this Article.	
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342	Vacation	
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344	<i>Section 1.</i> All regular employees shall earn vacation benefits according to the following schedule:	
345	<u>Years of Service</u>	<u>Days of Vacation</u>
346	Start of employment to one year	.75 day/month
347	One year thru five years	1.00 day/month
348	Five years thru ten years	1.35 days/month
349	Ten years thru fifteen years	1.75 days/month
350	Fifteen years thru 20 years	2.10 days/month
351	20 years and over	2.25 days/month
352		
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354		
355	<i>Section 2.</i> Prior to July 1, 2020 an employee may accumulate and carry over into a new fiscal year up to 400 hours of vacation time. Employees who accumulate more than 400 hours of vacation time may take time off or elect to be paid for the excess time over 400 hours. In addition, an employee who has accumulated at least 80 hours of vacation shall have the option of requesting cashing in up to 40 hours annually at the employee's regular rate. Request will not be unreasonably denied.	
360		
361	Effective July 1, 2020 employees may carry over unused vacation entitlement provided that the number of vacation hours carried forward to the new calendar year which starts January 1, 2021, and every January 1 thereafter does not exceed 400 vacation hours.	
363	Exceptions to allow accruals over 400 hours must be submitted to the Police Chief and approved by the Unified Manager. Requests will only be considered if the department's staffing needs directly cause the disapproval of a timely leave request, or caused a revocation of approved leave.	
367		
368		
369	Effective July 1, 2020 employees shall have the opportunity to cash in up to 100 hours of vacation time once per fiscal year to be paid out in the first pay check in December.	
370	Employees shall be required to turn in the Town approved cash out form and turn it in during the three weeks preceding the start of the pay period in which the vacation time is paid out. Employees shall be required to have at least 160 vacation hours remaining after cashing out time.	
374		
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376	<i>Section 3.</i> Upon termination of employment, an employee will be entitled to be paid for all accumulated but unused vacation time, and compensatory time per FLSA, at the rate of pay the employee is receiving at the time of termination.	
378		
379	<i>Section 4.</i> In case of death of an eligible employee, accrued vacation benefits are to be paid to an employee's beneficiary, estate, or as provided by law. There must be a written signed designation on file for any employment benefits to be paid to a beneficiary. Without a specific designation, the benefits must be paid to the decedent's estate.	
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ARTICLE X

Sick Leave

Section 1. Each employee in a full-time position shall be entitled to paid sick leave if needed. Sick leave may be accumulated without limit for employees hired prior to July 1, 2016. Employees hired after July 1, 2016 may accumulate up to six hundred (600) hours of sick leave.

Section 2. Effective July 1, 2019 sick leave pay out upon separation of employment shall be based on the below table. If an employee is terminated for just cause they shall not be entitled to any pay out of sick leave.

Full-Time Service with Essex PD	Payout Amount
5 or more but less than 10 years	25% of sick leave balance to a max payout of 200 hours
10 or more but less than 15 years	50% of sick leave balance to a max payout of 400 hours
15 or more but less than 20 years	75% of sick leave balance to a max payout of 600 hours
20 or more years	100% of sick leave balance to a max payout of 800 hours

Section 3. Employees are eligible to use sick leave as follows:

- (a) Personal sickness;
- (b) Medical and dental appointments which cannot be reasonably made outside working hours;
- (c) Illnesses in an employee's immediate family, as provided in the Vermont Family and Medical Leave Act

Section 4. Employees may donate any part of their sick time over and above 320 hours providing that the employee has accumulated and maintained a minimum of 320 hours of sick time, to any other employee of the Town. Sick time donations must be approved by the Chief of Police and the Unified Manager.

Section 5. All employees covered by this agreement shall accumulate sick time at the rate of ten (10) hours per month.

Section 6. Employees with more than 800 hours of sick leave will be allowed to convert sick leave to pay at a ratio not to exceed 4:2 (four weeks of sick time may be converted to two weeks of pay at the employee's base hourly rate of pay). The conversion may happen once per year.

Section 7. The Employer and Association will follow the provisions of the Federal Family and Medical Leave Act and Vermont's Parental and Family Leave Law.

ARTICLE XI

Grievance and Arbitration Procedures

Section 1. A grievance is any claim or dispute, expressed in writing, involving the application, meaning or interpretation of any portion of this Agreement or a claim that the Town has taken disciplinary action without cause. Subject to the foregoing, under no condition shall any matter not a specific matter of this Agreement be considered a valid cause for grievance.

Section 2. A grievant or aggrieved person shall be the person who institutes a grievance at the initial

stage or step provided by this Agreement.

Section 3. A grievance shall contain the following information:

- a. The full name and address of the party or parties submitting the grievance;
- b. A written or printed statement of the facts concerning the grievance;
- c. Specific references to the pertinent section(s) of the Agreement alleged to have been violated or to the disciplinary action taken;
- d. A statement of the specific remedial action sought;
- e. A request to proceed directly to Step I
- f. All times are expressed in business days. (Monday-Friday; excluding holidays as indicated in Article VII Section 1).

Section 4.

A grievance shall be processed in the following manner. Related grievances may be consolidated and processed as a single issue. Every effort will be made to resolve the grievance at the lowest possible level.

At any time before the due date for a Step 1 grievance, the employee and/or representative may orally present the complaint to the employee's immediate supervisor. If the matter cannot be resolved in that conversation, the grievance may proceed to Step 1. If the matter is resolved, a written memorandum of the grievance and resolution shall be prepared within three (3) days, and signed by the employee and supervisor. Failure to invoke the informal discussion shall not waive any grievance rights.

Step 1

A written statement of the grievance shall be submitted to the Chief of Police or his/her designee within ten (10) days of the occurrence of the event giving rise to the alleged grievance. An opportunity for an informal conference on the grievance shall be given to the grievant within five (5) days of submission of the grievance to the Chief of Police. If the matter is resolved at this informal conference, a written memorandum of the grievance and resolution shall be prepared within three (3) days, and signed by the employee and Chief of Police. Failure to invoke the informal discussion shall not waive any grievance rights. The Chief of Police shall render a written decision on the grievance to the grievant within ten (10) days of the Step 1 filing. In the case of a disciplinary action, the grievance shall be initiated at Step 2.

Step 2

If the grievance is not resolved at Step 1, the grievant shall submit, within five (5) days receipt of the Police Chief's response, the Step 1 statement of grievance, the Police Chief's response and the grievant's rebuttal or further argument, in writing, to the Unified Manager. An opportunity for an informal conference on the grievance shall be given to the grievant within seven (7) days of submission of the grievance to the Unified Manager. The Unified Manager shall render a written decision on the grievance within fourteen (14) days of the Step 2 filing.

Step 3

If the grievance is not resolved at Step 2, the grievant shall submit, within five (5) days of receipt of the Unified Manager's decision, the Step 1 statement of grievance, the response of the Chief of Police and Unified Manager, and the grievant's rebuttal or further argument, in writing, to the Town Selectboard, with copies to the Chief of Police and Unified

Manager. The Selectboard shall hear the grievance at a meeting no later than thirty (30) days after it is received. All parties shall be notified no less than five (5) days in advance, and all parties may appear to present evidence and arguments. The Selectboard shall render a written decision within fifteen (15) days after the close of the hearing.

Step 4

If the grievance is not resolved at Step 3, either party to this Agreement may, within ten (10) days of the decision of the Selectboard, request-binding arbitration upon the matter. Such requests shall be in writing and delivered in person to the other party by certified mail.

Arbitration Procedures

(a) Selection of an arbitrator shall be determined by mutual agreement between official representatives of the parties. Should the parties be unable to agree upon an arbitrator within ten (10) days, then arbitration shall be requested from the American Arbitration Association under the "Rules for Voluntary Arbitration." Costs of the arbitration related to the arbitrator's fees and expenses shall be borne equally by both parties to the grievance. Each party shall be responsible for the cost of their own attorney's fees and costs associated with the presentation of their case.

(b) Decisions of the arbitrator, in matters of grievance, shall be final and binding on both parties. The arbitrator shall be empowered to include in any award such financial or other remedies as he or she shall judge to be proper. The arbitrator shall not, however, have any power to add to, delete from, amend, or alter in any manner this Agreement. In any case involving dismissal based on performance deficiencies and in any misconduct case involving a suspension or dismissal, the Town shall have the burden of proving that misconduct occurred. Should the Town sustain its burden of proving misconduct, the arbitrator shall sustain the disciplinary action imposed by the Town as being for just cause and shall sustain the penalty unless the grievant can meet the burden of providing the Town's action was arbitrary and capricious. The following matters SHALL NOT be arbitrable:

1. claims and issues not submitted through the grievance procedure and to the arbitrator;
2. disputes over claimed unlawful discrimination; and
3. any dispute involving an incident which occurred or failed to occur prior to the effective date of this Agreement.

The arbitrator shall agree to render a decision within thirty (30) days of completion of taking of evidence.

Section 5: The parties may not raise any arguments, issues or facts beyond Step 2 which have not been raised at Step 2, provided such arguments, issues or facts were known or should have been known at the time of the Step 2 hearing.

Section 6: For oral and written reprimands, the binding arbitration provisions of this Agreement shall not apply.

Section 7: All time limits contained in the grievance procedure shall consist of business days. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit of any agreed extension thereof, it shall be considered settled on the basis of the Town's last answer. If the Town does not answer a grievance or an appeal thereof within the specified time limits, the grievance shall be deemed denied and the grievant may appeal the grievance to the next step. The time limits contained in the grievance procedure may be extended by mutual written agreement of the parties.

536 Section 8: The provisions of this Agreement constitute a voluntary submission to binding arbitration
537 of grievances or controversies concerning tenure of employment for purposes of 21 V.S.A.
538 Section 1725 (c) and 1734 (b). Consequently, it is understood by the parties hereto that the
539 provisions of 24 V.S.A. Section 1932 do not apply with respect to hearing of complaints
540 against employees or the imposition of discipline.
541 Acknowledgement of Arbitration: Both parties hereto understand that this Agreement
542 contains an agreement to arbitrate. After executing this Agreement we understand that we
543 will not be able to bring a lawsuit concerning any dispute that may arise that is covered by
544 the arbitration agreement, unless it involves a question of constitutional or civil rights.
545 Instead, we agree to submit any such dispute to an impartial arbitrator. (12 VSA 5652)

547 ARTICLE XII

549 Insurance

551 Section 1. The Town will furnish life insurance in an amount that is equal to two times an employee's
552 salary up to a maximum of \$100,000, with double indemnity for accidental death. The
553 Town agrees to pay full cost of coverage.

555 Section 2. All regular employees and their families shall be covered by health insurance provided by
556 the Town. Any proposed change in plans must be to coverage that is equal to or greater
557 than the coverage offered at the time.

558 Employees will contribute towards health insurance premiums as follows:

560 Effective in the first pay check after the first full pay period subsequent to the execution
561 of the contract the employee contribution towards the premium shall be 12.0%;

563 Effective January 1, 2021 through December 31, 2021 the employee contribution towards
564 the premium shall be 14.0%;

566 Effective January 1, 2022 the employee contribution towards the premium shall be
567 16.0%.

569 The employee's contribution towards health insurance premiums will be capped as a
570 percentage of base salary (base pay plus holiday pay) in the following manner:

- 572 • For employees on a single plan – 3%
- 573 • For employees on a two-person plan – 4.5%
- 574 • For employees on a family plan – 6%

575 The above contribution caps shall sunset on June 30, 2022 at 11:55pm. It is understood
576 and agreed by the parties that the contribution caps referenced above shall expire and
577 shall not be considered the status quo should the successor contract to this agreement not
578 be settled by July 1, 2022.

580 Starting on July 1, 2019 employees will be responsible for 15% of costs associated with
581 deductibles, co-payments, and co-insurance. The Town will be responsible for the
582 remainder of any costs associated with deductibles, co-payments, and co-insurance.
583 Unless otherwise indicated by this contract the Town will be responsible for the initial
584 85% of the deductibles, co-payments, and co-insurance. The employee's share of
585 deductibles, co-payments and co-insurance will follow if necessary.

586 Employees who elect to opt out of health insurance provided by or through the Town
587 shall be compensated at a rate equal to 25% of the Town's premium cost for the plan.
588

Employees must first demonstrate, in writing, that they have obtained health insurance through other means. Employees will be required to demonstrate proof of other coverage annually during open enrollment. Payments will be made weekly. Employees who voluntarily elect to obtain health insurance coverage through alternate means may regain health insurance provided by or through the Town during applicable enrollment periods. If an employee is under a legal obligation to provide health insurance coverage for the benefit of children or a former spouse pursuant to a court order, or otherwise, the employee may not elect this option without the consent of the court and/or other applicable parties.

Both parties shall have a right to reopen this Agreement and to engage in further collective bargaining concerning all aspects of the Town's Health Care Program, including plan sponsor, plan design and Employer/Employee contribution to the cost thereof, if at any time during the duration of this Agreement changes to federal or state law render the existing health care plan unavailable, or unavailable unless substantial changes are made thereto, or unavailable without a substantial increase in cost directly attributable to such legislation, or alter in a substantial way the required plan design thereof. This reopening shall include discussion of salary schedules as well.

Both parties shall have the right to reopen this agreement and to engage in further collective bargaining concerning cost sharing of health insurance costs between the employee and employer if an employee committee, commissioned with examining and recommending a cost sharing plan, recommends a cost sharing plan that is substantially different than the cost sharing agreed to in Section 2. The Association will be guaranteed membership on such a committee.

Section 3. The Town agrees to continue to provide or equal the Dental plan now in effect. All rate increases to be paid by the Town.

Section 4. Workers Compensation. On the presentation of reasonable evidence that an employee was injured on the job, and is under the care of a physician, and claiming to be temporarily totally disabled, the Town will comply with the following:

After the third day of disability (the day of the injury to be counted as the first day), advance to the employee an amount equal to two-thirds (66.66 percent) of the employee's regular weekly base pay.

The advance shall not be considered compensation in payment of an eligible claim and in no way will be construed as an admission of liability by the Town (employer) or its insurance carrier.

Upon payment of the claim the employee shall make immediate restitution to the Town of all amounts advanced.

Upon notice of a denial of claim on its behalf by the insurance carrier, the Town shall cease payment, convert all available vacation, sick time, compensatory time then credited to reflect its use in an amount equal in time to the amounts advanced.

Thereafter the employee shall immediately reimburse any additional outstanding amounts advanced, to the Town.

In the event of conversion under the circumstances above, the advance shall become subject to deductions and withholding as required by law.

The intent of this provision is to protect the employee's financial solvency during the period of administration and processing of valid workmen's compensation claims.

Any person injured or disabled while engaged in Town employment shall be entitled to the restoration of his or her job within twelve (12) months of the date of disability. Following the twelve-month (12) period, an employee shall be entitled to the first position which

641 becomes vacant. Reinstatement shall be subject to ADA requirements.

642 An employee shall be allowed to use any accumulated sick leave pay to make up the
643 difference between workers' compensation allowance and full pay.

644
645 *Section 5. Disability Insurance.* The Town will furnish disability income insurance to provide income
646 protection for short-term disabilities. Said insurance shall be in an amount of 60% of
647 regular pay per week, to a maximum of \$720.00 per week. Employees collecting disability
648 pay cannot also collect worker's compensation, but they shall be able to utilize
649 accumulated sick time while on disability. The combined income from disability insurance
650 and that taken from accumulated sick time may not exceed more than 100% of the
651 employee's weekly gross income. The Town agrees to continue to provide insurance for
652 long-term disabilities. The benefit would be paid to a Town of Essex employee to age 65.
653 Said insurance shall be an "own occupation" policy. The Town agrees to pay the full cost
654 of this insurance. The Town will not reduce the benefits of this policy without approval of
655 the Association.

ARTICLE XIII

Retirement

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660 *Section 1.* The Town will continue a retirement program. The Town will not reduce benefits without
661 approval of the Association.

662 *Section 2.* New Civilian employees hired after July 1, 2019 must join the VMERS C retirement plan
663 once they become eligible.

664 New Sworn Employees hired after July 1, 2019 must join the VMERS D retirement plan
665 once they become eligible.

666
667 *Section 3.* Current sworn employees electing to switch from VMERS C to VMERS D must forego a
668 step in the year in which they elect to become VMERS group D members. Employees
669 electing to become VMERS group D members must do so for an effective date of July 1
670 of the Fiscal Year for which they are making the election. The option to elect to become a
671 VMERS group D member shall sunset (i.e. Terminate) on July 1, 2024. Employees must
672 follow all necessary processes as laid out by VMERS to ensure their change occurs on the
673 desired effective date. Employees who do not make the switch to VMERS D prior to July
674 1, 2024 will remain in VMERS C and will have no further option to switch into VMERS
675 D.

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677 *Section 4.* Effective in the first pay check after the first full pay period subsequent to the execution of
678 the contract the Town shall contribute the VMERS required contribution amounts for all
679 employees participating in the VMERS C and VMERS D retirement plans. Each
680 participant is required to contribute the employee required contribution rate as required by
681 the plan. The non-sworn employee who forfeited a step to receive an increased retirement
682 contribution shall have the step reinstated in the first paycheck after the first full pay period
683 subsequent to the full execution of this agreement.

ARTICLE XIV

Job Security

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687 *Section 1:* Employees with one year of continuous service hold office during good behavior and
688 satisfactory performance and shall not be removed or disciplined without just cause. The
689 authority of the Town to suspend, demote, discharge or take other disciplinary action, as
690 appropriate, and to require the cooperation of all employees in the performance of the
691 police function is acknowledged.

692 *Section 2.* Binding arbitration shall be the exclusive procedure for determining any grievance or
693 controversy involving the layoff or tenure of any bargaining unit employee.

694 ARTICLE XV

695 Discipline

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699 *Section 1:* An employee who has completed his/her probationary period shall not be disciplined,
700 suspended, or discharged except for cause. Such action by the Town shall be subject to the
701 Grievance and Arbitration Procedures of this Agreement.

702 *Section 2:* In the event a suspension or discharge is determined to be without cause, the employee shall
703 be reinstated in good standing with restoration of seniority rights and pay for the time lost.

704 *Section 3:* Disciplinary action or measures shall include only the following: oral reprimand, written
705 reprimand, suspension, demotion and discharge. The measure of punishment shall be
706 properly and reasonably related to the severity of the offense.

707 *Section 4:* The Chief of Police, and the Unified Manager, shall have the power to impose discipline,
708 including but not limited to suspension without pay, demotion or dismissal. Lieutenants
709 and Captains shall have the power to impose oral or written reprimands or to recommend
710 to the Chief of Police the imposition of greater discipline, including suspension without
711 pay, demotion, or dismissal. Sergeants shall have the power to recommend to Lieutenants,
712 Captains, and/or the Chief of Police the imposition of discipline.

713 *Section 5:* The Chief of Police or the Unified Manager may relieve employees from duty temporarily
714 with pay for a period of up to thirty (30) workdays: a) to permit the Town to investigate or
715 make inquiries into charges and allegations made by or concerning the employee; or, b) if
716 in the judgment of the Chief of Police or Unified Manager the employee's continued
717 presence at work during the period of investigation is detrimental to the best interest of the
718 Town, the public, the ability of the police department to perform its work in the most
719 efficient manner possible, or the well-being or morale of other Town employees. The
720 period of temporary relief from duty may be extended by the Chief of Police with the
721 concurrence of the Unified Manager. Employees temporarily relieved from duty shall be
722 notified in writing within twenty-four (24) hours with specific reasons given as to the
723 nature of the investigation, charges, and allegations. The employee may, at his or her
724 option, respond in writing to the notice and such response shall be placed in the employee's
725 personnel file.

726 *Section 6:* No suspension without pay, demotion or dismissal shall be valid and effective unless the
727 employee has been given an opportunity for an informal reaction conference on the
728 proposed action. The employee will be notified in writing of the reason(s) for the proposed
729 action, and will be given an opportunity to respond either orally or in writing at the option
730 of the employee. The employee will normally be given 24 hours to notify the Town whether
731 he or she wishes to respond in writing or to meet the person to discuss the contemplated
732 action. The employee's response, whether in writing or in a meeting, shall be provided to
733 the Town within four (4) days of receipt of written notification of the contemplated action.
734 Deadlines may be extended by mutual agreement of the parties; however, if the extension
735 is requested by the employee, the employee will not be carried on the payroll unless it is
736 charged to appropriate accrued leave balances. At such meeting the employee will be given
737 an opportunity to present points of disagreement with the facts, to identify supporting
738 witnesses or mitigating circumstances, or to offer any other appropriate argument in his or
739 her defense. Attendance at this reaction conference is optional to the employee and failure
740 to take advantage of it shall not waive any grievance rights which the employee may have.

ARTICLE XVI

Dues Deduction Procedures

Section 1. The Town is responsible for withholding of the Association dues through payroll deduction. The Association will be responsible for submitting proper allotment forms to start deduction. All employees covered by this agreement who fail to voluntarily acquire or maintain membership in the Association shall be required, as a condition of employment, beginning on the 30th day following completion of probation, to pay to the Association a service charge in an amount not to exceed the Association's regular dues as a contribution toward the negotiation and administration of this agreement and the representation of all employees.

Section 2. An employee must notify the Town in writing to terminate his or her allotment. The allotment shall be terminated when an employee leaves the unit as a result of any type of separation, transfer, or other personnel action.

Section 3. The Town shall notify the Association Treasurer when an employee requests to cancel allotment.

Section 4. All dues along with the list of names and amount withheld will be furnished to the Association Treasurer each pay period.

Section 5. The Association dues shall be paid to the Essex Police Employees Association, Inc.

Section 6. The Association shall indemnify the Town and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Town or any of its departments for the purpose of complying with the provisions of this Article.

ARTICLE XVII

Management Rights

Unless an express, specific provision of this agreement clearly provides otherwise, the Town of Essex acting through its Chief Executive Officers, the Chief of Police, and such other officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this agreement either by law, custom, practice, usage or precedent to manage and control the Essex Police department.

By way of example but not limitation, Chief of Police retains the following rights with approval of the Town:

To determine the mission, budget, and policy of the Police Department.

To determine the methods, means, and personnel by which the Department's operations are to be performed.

To determine whether work will be performed by uniformed personnel, civilians not covered by this agreement, or outside contractors, whether or not such work was formerly performed by bargaining unit personnel, provided that the employer will not employ non-unit personnel to perform regular shift work, except on a temporary basis for emergency purposes (e.g., unusual manpower shortages or needs) and limited to the duration of the emergency.

To maintain and improve orderly procedures and the efficiency of operations.

To establish, abolish, divide, or combine classes of positions or allocations of a class or position to the compensation schedule and to establish or abolish ratings, provided that in

791 no event will the reorganization of the grade or position of any officer result in loss of
792 wages, benefits, or seniority.

793 To establish qualifications for ability to perform work in classes and/or ratings, including
794 physical, intellectual, and mental health qualifications.

795 To establish or modify work schedules and shift schedules and the number and selection
796 of officers to be assigned, consistent with Article V, Section 1 of this Agreement.

797 To take whatever actions may be necessary to carry out its responsibilities in situations of
798 emergency.

799 To enforce existing Police Department rules and regulations and add to, or modify such
800 regulations as it deems appropriate.

801 Management also reserves the right to decide whether, when, and how to exercise its
802 prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to
803 exercise any right shall not be deemed a waiver.

804 Except as expressly provided by a specific provision of this Agreement, the exercise of the
805 aforementioned rights as well as any matter dealing with the administration of the
806 Department shall be final and binding and shall not be subject to the grievance provisions
807 of this Agreement.

808 The parties agree that each side had a full opportunity during the course of negotiations to
809 bargain over any and all mandatory bargaining subjects whether or not included in this
810 Agreement. Accordingly, as to any such matter over which the contract is silent, the
811 Employer retains the right to make changes unilaterally without prior consultation or
812 negotiation with the Association. In the event of such change, the Employer will endeavor,
813 where practical, to give the Association advance notice of such change.

814 To determine the organization of the Department, the number of officers, the work
815 functions, and the technology of performing them.

816 To determine the numbers, types, and grades of positions of officers assigned to work
817 project, tour of duty, or to any location, task, vehicle, building, stations on, or patrol route
818 on such tour of duty, provided that in no event will reorganization of the grade or position
819 of any officer result in loss of wages, benefits, or seniority.

820 The Town of Essex retains its right to the hiring and use of specials. The Town of Essex
821 also recognizes a property right of the employees to scheduled time that constitutes a
822 currently occupied shift. The Town of Essex may, solely at its option, use specials to fill a
823 vacant slot. Any currently occupied shifts vacated due to sickness, vacation, military leave,
824 funeral time, or personal time or other required leave will be filled, if needed, by regular
825 officers at overtime rate, if required. (i.e., shift swapping would not require overtime).
826 Specials may be used if regular officers are not available.

827 To manage and direct officers of the Department.

828 To hire, promote, and assign officers.

829 To transfer, temporarily reassign, or detail officers to other shifts or duties.

830 To determine the equipment to be used and the uniforms to be worn in the performance of
831 duty.

832 To determine the policies affecting the hiring, promotion, and retention of officers,
833 consistent with the specific provisions of this agreement.

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ARTICLE XVIII

Leave of Absence

Section 1. Leaves of absence without loss of pay or benefits shall be permitted for the following reasons:

(a.) Medical examinations for retirement or other purposes required by the Town.

(b.) Attendance at educational programs required or authorized by the Town.

Section 2. Leaves of absence without loss of benefits, but with loss of pay, and without continued accruals of sick and vacation time may be granted for attendance on a semester by semester basis at any full-time degree granting college or university provided it is for courses related to police work, and the employee's position will be made available upon completion or return from the particular program.

ARTICLE XIX

Funeral Leave

Section 1. In the event of the death in the immediate family of an employee of the Association, said employee shall be granted forty (40) hours funeral leave with pay.

Immediate family shall include: spouse, children, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, step-parents, and step-children.

One (1) day's leave with pay shall be granted in the event of the death of any other family member including nieces, nephews, brother or sister-in-law, or cousins.

Two (2) day's leave may be given in the event of the death of a fellow officer or family friend with the approval of the Unified Manager.

ARTICLE XX

Emergency Leave

Section 1. In the event that an employee has been involved in a shooting or similar traumatic incident, the employee will be required to consult with a mental health professional and shall be required to take four (4) days paid leave of absence. The Town will be responsible for the financial costs of these consultations to the limits of its coverage.

Section 2. The Chief, Unified Manager, mental health professional, and employee involved in the event will meet as soon as possible to determine the work status of the employee. The Town will make every effort to return the employee to work as soon as possible after the event.

Section 3. In no event shall the Town refuse any employee from seeking professional counseling from a department approved mental health professional. However, the mental health professional shall have the ultimate authority in determining the course of treatment, if needed, and the amount of time off necessary for the employee involved. Should an employee be required by the mental health professional to take time off, the Town may, at the Unified Manager's discretion, grant up to four weeks off with pay. If the employee is still unable to return to work at the conclusion of the granted time off, the employee shall be allowed to designate what category of time shall be used; sick time, compensatory, or vacation time.

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ARTICLE XXI

Physical Fitness

- Section 1.* The Town supports the concept that healthy employees are more productive employees. Employees who participate in fitness programs during the year as prescribed by the Town's health and wellness committee may receive health bonuses not to exceed \$300 per year, upon completing required criteria.

ARTICLE XXII

Promise of Productivity and Performance

The employees, by acceptance of this contract, give assurance to the Town of Essex through its management organization that they will perform their assigned jobs to the best of their ability, that they will do their best to abide by all the laws, rules and regulations, procedures or directives, and that they will be productive, motivated employees of the Town of Essex.

ARTICLE XXIII

Miscellaneous

- Section 1.* Space will be provided in the squad room at Police Headquarters for the posting of Association notices.
- Section 2.* Copies of General Orders, Special Orders, Personnel Orders, and Department memos that apply to employees shall be disseminated via departmental electronic mail.
- Section 3.* The Town shall encourage all reasonable self-improvement programs, provided they do not conflict with Department operations. The Chief of Police shall make a reasonable attempt to send interested and qualified employees to these courses.
- The Town upholds the philosophy that continuous training should be provided to enhance the development of all employees.
- Employees with at least one year of service are eligible for tuition reimbursement for job related courses of up to \$2,500 per year. Reimbursements may be taxable based on IRS regulations. Employees must seek prior approval for the course from the Chief of Police. Tuition will be reimbursed upon successful completion of the course with a final grade of at least a B.
- Section 4.* The Town will post a copy of Department's Table of Organization and any changes thereto.
- Section 5.* Employees shall be informed and kept up to date with pertinent information that is necessary to their function as a Police Officer, Dispatcher, or Clerk.
- Section 6.* Consistent with existing practice, overtime work shall be equitably distributed among the permanent, full-time personnel.
- Section 7. Personal Property.* The employer shall reimburse an employee for personal property lost or damaged provided that: (1) the loss or damage was in no way caused by the negligence of the employee, and (2) that the loss or damage was incurred in the performance of duty and, (3) provided that the item to be replaced is reasonable to be expected to be worn by the employee while on duty. The Town will reimburse the employee the actual cost or replacement of the item not to exceed \$100.00 per occurrence, unless otherwise approved by the Chief of Police and Unified Manager. In the event prescription eyeglasses, (including sunglasses), wedding and/or engagement rings, or dental plates are lost or damaged, the Town shall reimburse the employee the full cost of the lost or damaged item,

938 set forth in the preceding sentence, less any insurance claim paid.

939 *Section 8.* Employees covered by this Agreement shall not engage in, induce, or encourage any strike,
 940 work stoppage, slowdown, or other withholding of service. The Association shall not
 941 sanction or authorize any of the foregoing interruptions of work and at the employer's
 942 request shall take all reasonable steps to terminate any withholding of service by its
 943 employees. During the term of the Agreement, there shall be no lockouts on the part of the
 944 employer.

945 *Section 9.* New employees commence to acquire vacation time, sick leave, holidays, and all other
 946 fringe benefits from the date of hire, subject to the terms of this Agreement.

947 *Section 10.* The employer may adopt rules and regulations, or amend existing rules pertaining to
 948 operations and conduct of its employees, providing such rules do not abridge the terms of
 949 this contract.

950 *Section 11.* Where this contract refers to a week, it should mean a work week of forty (40) hours.

951 *Section 12.* If at any time an employee is requested to use his or her personal vehicle, the Town shall
 952 provide Collision and Liability insurance for that time while the vehicle is in use. Further,
 953 the Town agrees to pay mileage on the same basis as paid by the State Purchasing
 954 Department.

955 *Section 13.* Employees who are members of any United States' Reserve or Guard component shall be
 956 entitled to leaves of absence as set forth by Federal Law in any calendar year from their
 957 respective duties without loss of pay, time on efficiency rating, on all the days when they
 958 are called into the actual service of the State by the Governor, or President of the United
 959 States. Compensation for the period of military leave shall be limited to the difference
 960 between military base pay received and the amount of straight time earnings lost by reason
 961 of such service, up to a limit of regular scheduled work day.

962 A copy of the military pay voucher shall be submitted by the employee for the period of
 963 leave. Such military training leave shall not be deducted from annual leave.

964 A shift change will be allowed to enable an employee to attend weekend drill. Weekend
 965 drills shall not exceed an average of two days a month per year.

966 *Section 14.* An employee may present any favorable and credible document reflecting upon the
 967 employee's work performance for inclusion in the personnel file. The employee will be
 968 provided a copy of the document.

969 *Section 15.* The Association shall notify the Town about any changes in the Association Management.

970 *Section 16.* The Town agrees to provide employees with a copy of this Agreement.

971 *Section 17.* The Town shall reimburse employees an amount not to exceed \$250.00 for authorized
 972 purchases under the "Optical 'Vision' and Hearing Care Program" for qualified expenses
 973 for the employee's dependents as outlined in the Town's Personnel Handbook. The Town
 974 may require the employee to pay out-of-pocket expenses for optical care should it be
 975 determined that an exam or other care is necessary once the \$250.00 has been reimbursed.

976 ARTICLE XXIV

977 Essex Police Employees' Inc. Bill of Rights

978 To ensure that internal investigations are conducted in a manner conducive to good order and discipline,
 981 meanwhile observing and protecting the individual rights of each employee of the force, the Town shall
 982 adhere to the following rules:

- 983 1. The interrogation of any employee shall be at a reasonable hour, unless the exigencies of the
 984 investigation dictate otherwise.

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2. The interrogation shall take place at a location designated by the investigating officer, usually at the Police Station.
3. The employee shall be informed of the name and rank of the officer in charge of the investigation, as well as the name and rank of the interrogating officer and the identity of all persons present during the interrogation.
4. The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the allegations shall be provided. If it is known that the employee being interrogated is a witness only, he/she shall be so informed.
5. The interrogation shall be completed with reasonable dispatch. Reasonable respites will be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
6. The employee shall not be subjected to any offensive language, nor shall he/she be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the employee that his/her conduct can become the subject of disciplinary action resulting in disciplinary punishment.
7. In all cases where an employee is to be interrogated concerning an alleged violation of Police Department operations procedures or rules which, if proven, may result in his/her dismissal from the force or other infliction of disciplinary punishment more severe than an oral reprimand, he/she shall be afforded a reasonable opportunity to contact and consult privately with the Association President. The Association President may be present during the interrogation, but may not participate in the interrogation.
8. If an employee is under arrest or under investigation for a prosecutable violation of the State, Federal, or Local Law or Ordinance, he/she shall be given his/her rights under the Miranda Decision, and all other Constitutional guarantees normally due any criminal suspect.
9. The employee shall be given an exact copy of any written statement he/she may make or if the questioning is mechanically or steno graphically recorded, the employee shall be given a copy of such recording or transcript, if available, if requested by him/her.
10. No employee shall be ordered to submit to a polygraph (lie detector) test for any reason. An employee may, at their own expense, obtain a polygraph test from a qualified polygrapher of their choosing. . This shall not apply to pre-employment polygraph testing.
11. The employee shall at all times be cognizant of the public responsibilities of the Police Department and the provisions of the police manual issued to each employee.
12. When any investigation has been concluded, excluding those investigations which are superseded by either State or Federal laws/guidelines, the employee will be furnished, upon request, with a copy of all reports of the investigation, excluding the complainant's name, which will contain all known facts of the matter, to include transcripts of tape recordings, if available, at no cost to the employee.

ARTICLE XXV

Non-Discrimination

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1037 The Employer and the Association agree not to discriminate in any way against employees

1038 covered by this agreement on account of race, religion, creed, color, national origin, sex, sexual
1039 orientation, age, or crime victim status and to implement the provisions of the Americans with
1040 Disabilities Act (ADA). The Employer and the Association agree to follow E.O.E guidelines.

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SECTION 2:

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Sworn Personnel

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ARTICLE I

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Uniforms and Equipment

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Issue and Maintenance

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Section 1. All officers shall be supplied uniforms and equipment, and replacements for the uniforms and equipment, worn or damaged. Inventory lists will be kept by the Chief, and request forms for new clothing and quantity of clothing will be maintained for each officer. Worn or damaged uniforms and equipment shall be turned in to the Chief of Police or his/her designee and replaced by the Town as soon as practicable. The equipment outlined in Appendix C will be furnished by the Town at no cost to the employee. The Police Chief, in consultation with the association, can amend appendix C as necessary for department wide changes in equipment use.

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Section 2. In January and July of each year, the Town shall canvass the Officers to determine what equipment and/or uniform items need to be replaced due to damage or wear.

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Section 3. Tailor cost for initial fittings will be paid for by the Town.

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Section 4. The Town will pay for dry cleaning and maintenance of trousers, jackets, blouses, and ties on a reasonable schedule.

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Section 5. Dry cleaning will be taken to the Town's choice of cleaning establishments and an officer may deliver the laundry while he is on duty without loss of pay.

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Section 6. If the Town contemplates changing the style of the present police uniforms, the Association will be consulted.

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Section 7. Individual Equipment: All flashlights, batteries, automatic handguns, belts, holster, night sticks, ammunition, and all other equipment necessary for the cruisers, including a suitable tape recorder, will be furnished by the Town at no cost to the officer.

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Section 8. The Town shall provide to each officer four hundred and fifty dollars (\$450.00) per fiscal year for reimbursement for the purchase of shoes and/or boots, payable upon presentation of proof of purchase. The allowance may also be used for the purchase of necessary police equipment with the approval of the Chief. All such equipment shall be the same as standard Town issue. Reimbursable items that are taxable will be reimbursed at 130% of the cost to cover any taxes associated with such reimbursements (the same applies to non-uniformed officers).

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Section 9. During the tenure of this agreement the Town shall reimburse non-uniformed officers the amount of five hundred and fifty dollars (\$550.00) for clothing upon original permanent assignment to non-uniformed duty and on each anniversary of that date. All such clothing shall be such that it may be worn while on duty for normal work assignments.

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Section 10. In the event that an officer is temporarily assigned to the Detective Division, the officer shall receive one quarter of the appropriate years clothing allowance for every three months in the Division.

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Section 11. The Town shall provide the full cost of an approved, properly fitted, ballistic vest to be worn by officers. Additionally, each officer's vest, and/or carrier may be replaced at least

once every five (5) years, or when either the vest shows signs of deterioration, or the carrier is unable to be repaired. All officers are required to wear the vests on duty. Plain clothes officers may be exempt from wearing the vest.

Section 12. Screens shall be put in cruiser cars for the protection of the officers riding in the front seat.

ARTICLE II

Training

Section 1: The Town shall conduct a minimum of four times annually, firearms training with at least one session being annual qualification, and one session being dim to no-light training.

Section 2: During the tenure of this agreement all Field Training Officers shall be paid at a rate of an additional \$1.00 in year 1, \$1.25 in year 2 and \$1.50 in year 3 per hour when training a new employee.

ARTICLE III

Insurance

Section 1. Each police officer shall be totally insured by the Town for liability and false arrest anywhere while performing his/her police duties, at no cost to the officer.

Section 2. The Town agrees to pay the annual dues for each officer to belong to the Vermont Police Association.

Section 3. Off duty officers acting in a police capacity, whether in or out of uniform, will still be entitled to all of the coverage that is provided to them under this section when they are on duty.

SECTION 3:

Civilian Personnel

ARTICLE I

Specific Benefits

Section 1: Scheduling

a) Scheduling shall be managed by the appropriate supervisor.

Section 2: Uniforms & Equipment

- a) The Town shall provide each full time dispatcher with four (4) complete sets of department approved uniforms.
- b) Records personnel who are also trained as dispatchers shall be provided with two (2) complete sets of department approved uniforms.
- c) The Town shall be responsible for the replacement, as well as dry cleaning of these uniforms on a reasonable schedule.
- d) The Town shall be responsible for the initial cost of the tailoring of these uniforms.

Section 3: Training

- a) The Town shall provide, whenever possible, civilian personnel with at least 16 hours of training which will better prepare them to carry out the functions of their position.
- b) During the tenure of this agreement Civilian personnel shall be paid at a rate of an additional \$1.00 in year 1, \$1.25 in year 2 and \$1.50 in year 3 per hour when training a new employee

Re-negotiation

Both parties agree that upon the request of either to the other in writing, at least 210 days before the expiration of this contract, negotiations will begin at least 180 days prior to the expiration date.

Both parties agree that should they reach impasse during a re-negotiation, they will operate on the previous years contract stipulations until such time that a new agreement is reached .

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1178 DATED THIS ____ DAY OF ____, 2020

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1180 *FOR THE ESSEX POLICE EMPLOYEES ASSOCIATION:*

FOR THE TOWN OF ESSEX:

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1184 By: _____

By: _____

1185 Angela Bellizzi, Association/NEPBA

Evan Teich, Unified Manager

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1187 By: _____

By: _____

1188 Chris Hoar, NEPBA Representative

Travis Sabatano, HR Director

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1191 By: _____

By: _____

1192 Michael Roberto, Association/NEPBA

Courtney Bushey, Asst Finance Dir.

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1194 By: _____

By: _____

1195 Damir Karadza, Association/NEPBA

Rick Garey, Police Chief

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By: _____

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Ron Hoague, Captain

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1201 SUBSCRIBED AND SWORN TO BEFORE ME ON THIS

1202 ____ DAY OF ____, 2020.

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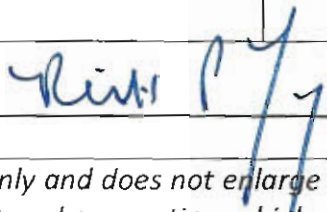
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1205 _____
Notary Public

Term Expiration Date

ESSEX POLICE DEPARTMENT
Department Directive



Date Issued: June 20, 2006	Number: 1.3.5
WORK RULES Bookings	<input checked="" type="checkbox"/> New <input type="checkbox"/> Amends <input type="checkbox"/> Rescinds
Authorized Signature: <u></u> Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: <u>6/20/2006</u>	Review Date: <u>6/1/2021</u>

1.0 PURPOSE

- 1.1 To establish a uniform and consistent process when booking subjects on both custodial and non-custodial arrest.

2.0 PREFACE

- 2.1 On June 14, 2002 the Vermont State Fingerprint Taskforce adopted a "No Prints, No Record" policy. This means that unless a criminal charge is fingerprint supported, it shall NOT be maintained at the Vermont Crime Information Center (VCIC). This new policy will go into effect on January 1, 2003 for all Vermont police agencies. For the Essex Police Department the operational changes associated with this policy went into effect July 1, 2002.

3.0 POLICY

- 3.1 Fingerprint all subjects taken into custody on custodial arrest per Vt. Criminal Rules of Procedures, Rule 3.

- 3.2 When citations are issued in non-arrest situations, the investigating officer will arrange with the defendant to appear to provide a complete set of certifiable fingerprints and booking photograph.
- 3.3 At least one (1) frontal face mug shot will be taken of the defendant at time of booking. Mug shots will be stored in the designated location.
- 3.4 If the defendant does not appear for fingerprints and mug shot, the investigating officer will document in their affidavit that the defendant has failed to provide fingerprints and a booking photograph.

4.0 PROCEDURE:

- 4.1 All fingerprint and mug shot submissions will first be attempted on the Essex Police VINE system. If the EPD VINE system is not usable the officer will roll two (2) standard FBI ten (10) prints red criminal arrest fingerprint cards. (form #FD-249) If the subject refuses or is incapable of providing a certifiable set of fingerprints and mug shot, the officer will follow section 3.4, above.
- 4.2 In instances where the booking process is completed on a VINE system, the booking officer will record the VINE booking number in the appropriate location on the EPD Court Case Sheet.
- 4.3 The booking officer is responsible to complete all information blocks on all rolled ink fingerprint cards accurately and completely. The case officer is responsible to submit any rolled ink fingerprints to the EPD detective division for entry.
- 4.4 In cases where the mug shot is not taken on the VINE system, the booking officer is responsible to take a digital, or lastly, a 35mm/polaroid frontal face mug shot. The booking officer is responsible to mark the mug shot with the defendant's full name, DOB and case number. The case officer is responsible to enter any non-VINE mug shots into the MugShot folder on the appropriate EPD computer server. (P Drive/Mugshots)
- 4.5 All mug shots will be taken showing the defendants face (frontal, eye's open, no faces) in the center of the photograph. Booking photographs shall not include hats, sunglasses, or other items that could be considered a distraction. All reasonable attempts will be made to use the approved (12% grey) booking background for mug shots.
- 4.6 In instances where booking fingerprints and mug shot cannot be taken at the Essex Police Department, the booking officer is permitted to take the required fingerprints and photograph offsite, following procedures 4.2 through 4.5, outlined above.
- 4.7 The case officer is responsible to complete the appropriate sections(s) for fingerprints and mugshot on the EPD Court Case Face Sheet.

- 4.8 All subjects brought into the police department for criminal fingerprints, or are under criminal investigation as the suspect of a criminal offense, will be scanned with the Metal Detection Wands (MDW) prior to allowing internal access to the police department for booking purposes.
- 4.9 Officers conducting criminal bookings will secure their duty firearm in the Designated firearm lock box during the booking procedure.



1.0 PURPOSE

- ## 2.0 POLICY AND PROCEDURES

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- 2.4 Cruisers should be removed from the sally port as soon as practical after processing to allow access for other officers.
- 2.5 While in the holding area, arrested subjects will remain in handcuffs (transport belt is acceptable), except as reasonable for fingerprinting or to speak with an attorney. If an arrested subject is out of handcuffs in the holding/processing area, there will be two officers present unless extenuating circumstances exist.
- 2.6 No detained person, arrestee, suspect, or anyone subject to criminal processing will be left unattended in the processing area. Persons under arrest or detention may be placed in a holding cell and left unattended for a reasonable amount of time so that the officer can obtain pertinent paperwork.
- 2.7 Prior to placing an arrested subject in a holding cell a thorough search of the person will be conducted. All personal belongings to include, but not limited to, jewelry, money, cell phones, lighters, matches, hats, watches, wallets, belts, shoes and pocket trash, will be removed from the arrested person and held securely until he/she is released. Items not returned due to lodging or other legal reasons will be stored as evidence or destroyed as appropriate.
- 2.8 The arresting officer will ensure that arrested subjects who are being held in the holding cells are visually checked on every 30 minutes. A log note as to the status of the arrested subject will be made in the Spillman radio log.
- 2.9 At no time will arrested subjects of the opposite sex be placed in the same holding cells.
- 2.10 Persons in custody will not be allowed visitors with exception of their attorney, medical personnel, (to include mental health workers and councilors), and in the case of juveniles, DFC workers, and parents/guardians.
- 2.11 Arrested subjects who are cited and released will be released through the sally port or processing room exit and escorted to the gate of the secured parking area. Arrested subjects who are released on citations will not be allowed to exit through the secured portion of the police station

NOTE: It is currently the policy of the VT Dept. of Corrections that subjects being brought to their facility are to be handcuffed behind their back; therefore, subjects in transport belts will not be accepted. Corrections will make exceptions as reasonable for medical issues. Officers are asked to advise corrections prior to transport if such exception exists.

Officers needing to transition an arrestee from a transport belt to handcuffs behind the back should make this change prior to leaving the processing area of the police station.

3.0 JUVENILE DETENTIONS

- 3.1 All juvenile detentions will be handled in accordance with Federal regulations and as described by the current operational policy of the Essex Police.
- 3.2 Juveniles held in secured custody will be searched and all personal belongings to include but not limited to jewelry, money, cell phones, lighters, matches, hats, watches, wallets, belts, shoes and pocket trash, will be removed from the juvenile and held securely until he/she is released.
- 3.3 Items not returned due to lodging or other legal reasons will be stored as evidence or destroyed as applicable.
- 3.4 Juveniles released from custody will be released through the sally port or processing room exit and escorted to the gate of the fence parking area, where they can be turned over to a responsible adult.

4.0 DEFINITIONS

- 4.1 **Secure Custody:** Locations and devices that have the capability of restricting the movement of persons in custody such as holding cells, locked rooms, cuffing rails or benches and furniture that may be bolted to the floor.
- 4.2 **Status Offender:** Juveniles who have been accused of or charged with conduct that would not be criminal if committed by an adult, such as runaways and truant.
- 4.3 **Delinquents:** A juvenile offender who has been charged with or adjudicated for conduct, which would be a crime if committed by an adult (including minor in possession of alcohol).

5.0 POLICY

- 5.1 It shall be the policy of the Essex Police Department that:
 - (I) Status offenders shall not be placed in secure custody and shall not have sight or sound contact with adult prisoners. Status offenders may be secured to limit freedom of movement so long as they are not secured to a stationary object. (i.e.: handcuffing to a moveable object, leg restraints, etc. is permissible)
 - (II) Delinquents may be held in secure custody for a maximum of six (6) hours immediately before and after the initial court appearance provided the juvenile has no sight or sound contact with adult prisoners.

- A. The six (6) hour time limit begins when a juvenile is placed in a locked room or handcuffed to a cuffing rail or other stationary object within the facility, not at the time of apprehension and/or booking.

6.0 PROCEDURE

- 6.1 Juveniles shall be brought into the Essex Police Department in accordance with the Juvenile Justice and Delinquency Prevention Act.
- 6.2 Any juvenile shall be kept under continuous "in person" supervision and shall not be permitted to have sight or sound contact with adult offenders that may also be at the facility.
- 6.3 In the absence of an adult offender, a juvenile may be held in secure custody using the same locations and devices designated for adult offenders. In the event an adult offender is subsequently brought into the same facility, provisions must be made in advance to ensure that the juvenile does not have sight and sound contact with the adult offender.
- 6.4 Information pertaining to the detention of the juvenile shall be entered in the Juvenile Holding Log that is maintained by the department.
 - (I) Information to be logged shall include:
 - A. Initials of Juvenile;
 - B. Sex;
 - C. D.O.B.;
 - D. Race;
 - E. Charge of Incident;
 - F. Case Number;
 - G. Date and time juvenile was placed in secure custody as defined in section 2.1;
 - H. Date and time juvenile released from secure custody;
 - I. Officers Name or Number;
 - J. Date and time juvenile was released;
 - K. Indicate how juvenile was held (S) Secure or (NS) Non- secure;
 - L. Remarks such as runaway, truancy or anything relevant to the juvenile.
- 6.5 When the Juvenile Holding Log page is full it shall be forwarded to the Chief of Police.

7.0 COURT ORDERED FINGERPRINTS

- 7.1 Officers in contact with subjects who arrive in the lobby of the police station for the purposes of court order fingerprints will screen the subject for weapons prior to entrance into the secured area of the station. Any weapons such as pocketknives, multi-tool knives, personal defense sprays, electronic stun devises, or firearms located will be secured by its owner outside the police station.
- 7.2 The officer in contact will escort the subject needing fingerprints directly to the holding/processing area once in the secured area of the building.
- 7.3 Once processing is complete, the officer in contact will escort the subject directly back to public lobby.

8.0 WALK IN ARRESTS

- 8.1 If a subject in the public lobby is found to be subject to arrest, the arresting officer will secure the arrestee in handcuffs and conduct a search incident to that arrest. The officer will also screen the arrestee with a metal detector prior to entry into the secured area of the police station.
- 8.2 The arresting officer will escort the arrested subject directly to the holding/processing area once inside the secured area of the police station.

9.0 OTHER LAW ENFORCEMENTS OFFICERS

- 9.1 Officers from other agencies are welcome to the use of the Essex Police holding area, when available, with the approval of the shift supervisor.
- 9.2 Outside sworn officers are required to adhere to these guidelines and all efforts will be made to have an Essex officer present to assist in that endeavor.



1.0 BRIBES

- ## 2.0 CHEATING ON EXAMINATIONS

- ### 3.0 CRIMINAL CONDUCT- FELONY

- 1

4.0 COURAGE

- 4.1 At all times, a member shall demonstrate firmness of mind and will, in the face of danger or extreme difficulty, while maintaining his/her composure, and shall perform his/her duties in a manner which will inspire confidence and respect.

5.0 DISCLOSURE OF IDENTITY OF CONFIDENTIAL INFORMANT

- 5.1 No member shall knowingly disclose the identity of any person who is acting as a confidential informant except to another member or law enforcement authority who has a legitimate need for the information in the performance of his/her duties.

6.0 DISCLOSURE OF IDENTITY OF MEMBERS

- 6.1 No member shall disclose or reveal the identity of any member engaged in the performance of official duties when one could reasonably foresee that to do so could endanger that member or any other person or interfere with the ability of that member to perform his/her duties.

7.0 DISCRIMINATION

- 7.1 No member shall discriminate in favor of or against any person or other member on the basis of race, religion, politics, national origin, sex, life style, or similar personal characteristics.

8.0 FALSE STATEMENTS

- 8.1 In preparing and making investigative, and other official reports, a member shall not knowingly enter or cause to be entered any inaccurate, false, or improper information, knowingly misrepresent or cause to be misrepresented any material information, or knowingly withhold or cause to be withheld any material information.

9.0 FALSIFICATION AND MISUSE OF PROPERTY AND EVIDENCE

- 9.1 Members shall not manufacture or falsify evidence and shall not tamper with, conceal, withhold, or convert to their own use any property or evidence which has been discovered, seized, gathered, or received in connection with the performance of Department duties. All such property and evidence shall be reported, processed, secured, removed, and destroyed only in accordance with established Department procedures.

10.0 GAMBLING

- 10.1 Except in the performance of duty, no member shall engage or participate in any form of illegal gambling at any time.

11.0 MISTREATMENT OF PERSONS IN CUSTODY

- 11.1 Members shall not mistreat persons who are in their custody.
- 11.2 Members shall handle all persons in accordance with law and established Department procedures.
- 11.3 The term mistreatment shall be given its common sense meaning, such as to treat badly, or to abuse. Mistreatment in this context may include verbal as well as physical confrontation.

12.0 POSSESSION AND USE OF DRUGS

- 12.1 No member shall possess or use any regulated drug, either on or off duty, except in the performance of duty or except when such drug has been prescribed by a physician for the treatment of the member.

13.0 RECEIPT, PROCESSING, AND REPORTING OF ALLEGATIONS

- 13.1 Members shall receive, process, and report allegations of misconduct and allegations of improper conduct in accordance with the provisions of the Department Rules and Regulations.

14.0 TRUTHFULNESS

- 14.1 Upon the order or inquiry of a superior officer and/or during the course of an internal investigation, members shall fully and truthfully answer all questions asked of them which are specifically directed and narrowly related to the scope of their employment, the operations of the department, or any allegation of a violation of Class I, II, III conduct being investigated.

15.0 USE OF ALCOHOL ON DUTY

- 15.1 Members shall not be impaired by alcohol, to the slightest degree, during the performance of duty.

16.0 FIREARMS

- 16.1 Members shall not use or handle firearms in a careless or imprudent manner. Members shall use firearms only in accordance with law and established Department procedures. Members shall report any discharge of a firearm in the performance of duty in accordance with established Department procedures.

17.0 FORCE

- 17.1 Members shall use only such force as is reasonably necessary under the circumstances. Members shall use force only in accordance with laws and established Department procedures.

ESSEX POLICE DEPARTMENT
Department Directive



Date Issued: May 22, 2000	Number: 1.1.3
CODE OF CONDUCT Class 3	<input checked="checked" type="checkbox"/> New <input type="checkbox"/> Amends <input type="checkbox"/> Rescinds
Authorized Signature: <u><i>Rick P. G.</i></u> Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: <u>5/22/2000</u>	Review Date: <u>5/1/2021</u>

1.0 ABSENCE FROM DUTY

- 1.1 A member shall not be absent from duty or, except in an emergency, leave an assigned area while on duty without having first obtained permission from his/her supervisor.

2.0 ALCOHOLIC BEVERAGES IN OR ON DEPARTMENT PROPERTY

- 2.1 Members shall not store or bring into any Department building, facility, or vehicle, alcoholic beverages except as required in the performance of duty.

3.0 CARRYING FIREARMS AND OTHER WEAPONS

- 3.1 While on duty, members shall carry only such firearms and other weapons as are approved by the Department, and shall carry such approved firearms and other weapons in accordance with established Department procedures.

4.0 DISCOURTESY

- 4.1 In their routine dealings with the general public, members shall be courteous and respectful, shall refrain from using coarse and profane language.

5.0 DEFAMATORY EXPRESSION

- 5.1 Members shall not publicly criticize or ridicule any person by speech, writing, or other expression which is defamatory.

6.0 EMPLOYMENT OUTSIDE OF THE DEPARTMENT

- 6.1 No member shall engage in off-duty employment outside of the Department without having first obtained permission from the Chief of Police or his/her designee.
- 6.2 Permission may be denied if it appears that the outside employment might render the member unavailable during an emergency, physically or mentally exhaust the member to the point that his/her performance of duties might be affected, or require that any special consideration be given to scheduling the member's regular duty hours. Without having first obtained permission from the Chief of Police no member shall join or otherwise commit himself/herself to any volunteer organization or activity, such as a rescue squad or volunteer fire department, if one could reasonably foresee that to do so could interfere with that member's availability for duty or ability to perform his/her duty.

7.0 GIFTS

- 7.1 No member shall accept from any business or organization any gift, including money, tangible or intangible property, food, beverage, loan, promise, service, or entertainment, without having first obtained permission from the Chief of Police.

8.0 IDENTIFICATION

- 8.1 Members shall carry their identification cards on their person at all times, while on duty, except when to do so would be impractical or might jeopardize their safety or their ability to properly perform their duties. Members shall furnish their name, rank, and duty station to any person requesting that information, except when to do so would jeopardize their safety or their ability to properly perform their duties.

9.0 INDEBTEDNESS

- 9.1 A member shall not undertake or incur any financial obligations which he/she knows or should know that he/she will be unable to meet. A member shall strive to pay all just and proper debts within a reasonable time after they become due.

10.0 INFLUENCING LEGISLATION

- 10.1 While members may express their own personal opinions concerning proposed or pending legislation, unless authorized to do so by a Commanding Officer, no member shall hold himself/herself out as representing the position of the Department, in attempting to influence proposed or pending legislation.

11.0 NEGLECT OF DUTY

- 11.1 No member shall malingering or shirk his/her duties. While on duty, no member shall undertake personal business which would interfere with his/her performance of duties or ability to perform his/her duties without having first obtained permission from his/her supervisor.

12.0 OFF DUTY RESPONSIBILITIES

- 12.1 Members are subject to being called to duty at all times. A member has both the authority and responsibility to take all necessary action with regard to serious matters brought to his/her attention while off duty.

13.0 PERSONAL APPEARANCE

- 13.1 While on duty, a member shall maintain a neat, clean, and well-groomed appearance, unless his/her duty assignment requires otherwise. Uniforms and accessories shall be worn in accordance with established Department procedures.

14.0 REPORTING FOR DUTY

- 14.1 A member reporting for duty shall report at the time and place required by assignment or orders, shall be physically and mentally fit to perform his/her duties, and shall be properly attired and equipped.

15.0 SOLICITING

- 15.1 A member shall not use his/her official position in soliciting subscriptions, selling tickets, or collecting donations for any purpose.

16.0 TESTIMONIALS FOR COMMERCIAL USE

- 16.1 No member shall authorize the use of his/her name, photograph, official title, or membership in the Department in connection with any testimonial or advertisement of any commodity or commercial enterprise without having first obtained permission from the Division Commander.

17.0 TIMELY REPORTS

- 17.1 Members shall submit all administrative, investigative, and other official reports in a timely manner and in accordance with established Department procedures.

18.0 USE AND MAINTENANCE OF DEPARTMENT PROPERTY AND EQUIPMENT

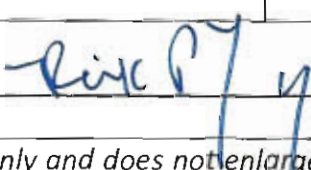
- 18.1 Members shall use, maintain and care for all Department property and equipment issued to them or under their care and control in a careful and prudent manner and in accordance with established Department procedures.

19.0 VIOLATION OF RULES

- 19.1 Members shall not commit any act or omit any act which constitutes a violation of any Department Rule or Regulation, Policy or Procedure, or other directive.

ESSEX POLICE DEPARTMENT
Department Directive



Date Issued: May 22, 2000 March 10, 2008	Number: 1.1.2
CODE OF CONDUCT Class 2	<input type="checkbox"/> New <input type="checkbox"/> Amends <input checked="" type="checkbox"/> Rescinds
Authorized Signature: <u></u> Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: <u>3/10/2008</u>	Review Date: <u>03/10/2021</u>

1.0 ABUSE OF AUTHORITY

1.1 No member shall abuse the authority of his/her position.

2.0 ASSOCIATIONS

2.1 Except in the performance of duty or when unavoidable, no member shall regularly or continuously associate, affiliate, or deal with persons whom he/she knows are under criminal investigation or indictment or have a reputation in the community or the Department for criminal behavior or conduct.

3.0 CONDUCT

3.1 Members shall conduct themselves with propriety and dignity at all times, both on and off duty. No member shall conduct himself/herself in a manner which is unbecoming to an Essex Police Officer. Conduct unbecoming an officer is that type of conduct which could reasonably be expected to damage or destroy public respect for or confidence in members of the Department or which impairs the operation or efficiency of the Department or the ability of a member to perform his/her duty. Conduct which violates any policy may constitute conduct unbecoming.

4.0 CRIMINAL CONDUCT- MISDEMEANOR

- 4.1 Members shall obey and abide by the laws of the United States, the State of Vermont, and any state or local jurisdiction in which they are present. Members shall not commit any violation of law which by definition of statute is a misdemeanor under any jurisdiction.

5.0 BIASED EXPRESSION

- 5.1 In dealings with the general public, members shall refrain from expressing any bias or prejudice concerning race, religion, politics, national origin, gender, life style or sexual orientation.

6.0 DISSEMINATION OF INFORMATION

- 6.1 Members shall treat the official business of the Department as confidential and shall not disseminate information concerning official business except in accordance with law and established Department procedures. Members may remove or copy official records or reports only in accordance with law and established Department procedures.

7.0 FALSE STATEMENTS

- 7.1 In preparing and making administrative reports a member shall not knowingly enter or cause to be entered any inaccurate, false, or improper information, knowingly misrepresent or cause to be misrepresented any material information, or knowingly withhold or cause to be withheld any material information.

8.0 GIFTS

- 8.1 No member shall accept from any person or organization any gift, including money, tangible or intangible property, food, beverage, loan, promise, service, or entertainment, if any inference could be drawn that the person or organization seeks to influence action of an official nature, seeks to affect the performance or non-performance of an official duty, or has an interest which may be substantially affected directly or indirectly by the performance or non-performance of an official duty.

9.0 INTERFERENCE

- 9.1 A member shall not knowingly interfere with a case assigned to or being handled by another member or another governmental agency without the consent of the other member or other governmental agency unless ordered to intervene by a Commanding Officer or unless he/she believes that a manifest injustice would result from failure to take immediate action.

10.0 MEMBERSHIP IN ORGANIZATIONS

- 10.1 Except in the performance of duty, no member shall join or become a member of any organization or society which advocates, promotes, plans, or effects the destruction of property, the infliction of personal injury, or the overthrow of or interference with any lawfully constituted government in the United States.

11.0 OBEDIENCE TO ORDERS

- 11.1 A member shall promptly obey and execute each and every lawful order issued to him/her, whether verbal or written, by a superior or supervisor, including orders relayed to the member by another. A member may not obey any order which he/she knows or should know would require him/her to commit an illegal act. A member who is given an otherwise lawful order which is in conflict with a Department directive or a lawful order previously issued to him/her shall inform the superior or supervisor issuing the order of the conflict. If the superior or supervisor issuing the conflicting order does not alter or retract the same, the member shall obey that order and shall not be held responsible for disobedience of the Department directive or previously issued order.

12.0 POLITICAL ACTIVITY

- 12.1 No member shall knowingly engage in any political activity that would be in violation of any federal or state law or regulation.

13.0 RESIDENCE

- 13.1 All members of this Department shall reside within the State of Vermont.

14.0 RESPONSIBILITY

- 14.1 No member shall intentionally avoid the responsibilities of his/her position.
- 14.2 Officers involved in professional encounters with officers from this or any other policing agency shall immediately notify an on-duty supervisor. In the event there is no on duty supervisor, an officer shall inform an on-call supervisor by the end of their tour of duty. The supervisor shall inform the Chief of Police, or his/her designee, of the situation as soon as practical.
 - (I) Professional Encounter is defined as a situation where reasonable suspicion and/or probable cause exist for an officer to believe that another officer has committed a criminal violation.

- 14.3 Supervisory personnel are responsible for ensuring that employees under their supervision conduct themselves in accordance with Department Rules and Regulations, when such conduct is reasonably under the immediate control and direction of the supervisor.

15.0 REWARDS

- 15.1 A member shall not solicit or accept a reward for the recovery of property or apprehension of a person.

16.0 SOLICITING PERSONAL ADVANCEMENT

- 16.1 A member shall not request, use, or attempt to use the aid of any person or organization outside of the Department to gain promotion, or change of duty for himself/herself or another member, except as expressly authorized by Department Rules and Regulations.

17.0 SPECIAL PRIVILEGES

- 17.1 A member shall not use his/her official position or identification for securing personal or financial gain, for obtaining privileges not otherwise available to him/her, or for avoiding consequences of illegal acts.
- 17.2 A member shall not lend to any other person his/her official identification and shall not issue any other person any card, button, badge, device, or statement which appears to grant to the person holding or receiving the same any special privileges or consideration.

18.0 USE AND MAINTENANCE OF DEPARTMENT PROPERTY AND EQUIPMENT

- 18.1 Members shall operate Department issued motor vehicles in a careful and prudent manner; at all times operating with due regard for the safety of all persons. Members shall not allow the operation or use of department vehicles by non-department members without authorization from the Division Commander.
- 18.2 Members shall not allow the use of, or loan any departmental equipment or supplies to non-departmental members without authorization from the Division Commander. Only in a situation where a member is incapacitated due to injuries from a confrontation may he/she give up his/her firearm for use by a non-departmental member.

19.0 USE OF ALCOHOL OFF DUTY

- 19.1 Members shall not consume alcoholic beverages while in uniform or on duty except in the performance of duty.

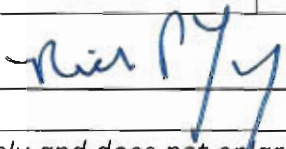
- 19.2 While off duty, members shall refrain from consuming alcoholic beverages to such an extent that such consumption discredits them or the Department or to such an extent that such consumption renders them unfit to report for their next regular tour of duty.

20.0 VIOLATION OF RULES

- 20.1 Members shall not commit or deliberately omit any act which constitutes a violation of any Department Rule or Regulation, Policy or Procedure, or other directive.

ESSEX POLICE DEPARTMENT
Department Directive



Date Issued: May 22, 2000	Number: 1.1.4
CODE OF CONDUCT Disciplinary Procedures	<input checked="checked" type="checkbox"/> New <input type="checkbox"/> Amends <input type="checkbox"/> Rescinds
Authorized Signature: <u></u> Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: <u>5/22/2000</u>	Review Date: <u>5/1/2021</u>

1.0 RESTRICTIONS ON DISCIPLINARY ACTION

- 1.1 No disciplinary action shall be taken against any member except in accordance with the provisions of this Article.
- 1.2 Disciplinary action against a member may be taken only with the approval of the Chief of Police.
- 1.3 The disciplinary guidelines shall be followed in imposing discipline unless the Chief of Police finds in his/her discretion, just cause to deviate from the guidelines. Nothing in this provision prevents the imposition of consecutive discipline for more than one violation occurring from the same incident. Nothing contained in this Article is to be construed as restricting or interfering with the right of the Chief of Police to demote a member in conjunction with or in addition to any imposed disciplinary action set out within the Disciplinary Guidelines.
- 1.4 Notwithstanding the provisions of subsections 1.1 and 1.2 of this section, the Chief of Police, or a Supervisor may immediately temporarily relieve from duty with pay any member who:

- (I) is incapable of performing his/her duties due to illness, intoxication, severe mental distress, or other incapacitation;
- (II) fails or refuses to perform his/her duties or to obey a lawful order, or;
- (III) is performing his/her duties in such a manner as to be detrimental to the good order and operation of the Department or to be in violation of the Department Rules and Regulations or who by his/her conduct reasonably appears to present a risk to the public's safety.

Whenever a member is temporarily relieved from duty with pay under this subsection, the member taking such action shall immediately notify the Chief of Police of same.

- 1.5 Nothing contained in this Article is to be construed as restricting or interfering with the right and obligation of a Commanding Officer or supervisor to take appropriate administrative actions with respect to members under his/her command.
- 1.6 Nothing contained in this Article is to be construed as restricting or interfering with the right of the Chief of Police to temporarily suspend from duty without pay, temporarily relieve from duty with pay, or temporarily reassign any member against whom an allegation has been made pending the final disposition.
- 1.7 Administration of discipline shall be in accordance with Article XV of the Essex Police Employee's Association Agreement.

2.0 COMMENCEMENT OF DISCIPLINARY PROCEEDINGS

- 2.1 Disciplinary proceedings against a member commence with the service of charges upon the member.
- 2.2 Charges shall be served personally upon the member against whom they have been preferred. The member who serves the charges shall certify to the Chief of Police, in writing, the time and place of such service.
- 2.3 At the same time as charges are served upon him/her, a charged member shall be given a copy of all of the statements and other evidence compiled during the course of the investigation into the allegations against him/her.

3.0 RIGHTS OF CHARGED MEMBER

- 3.1 Whether he/she admits or denies the charges preferred, a charged member has the right to a hearing, at which he/she may be represented, may present evidence and testimony on his/her own behalf, and may examine and cross-examine witnesses.

- 3.2 A charged member may, but is not required to, either admit or deny the charges preferred. If the charged member does not admit the charges it will be deemed that he/she denies the same. A charged member who wishes to admit the charges shall so advise the Chief of Police in writing. When a charged member admits the charges, it shall be deemed that the charges have been proved. Nonetheless, such an admission of charges shall not, by itself, constitute a waiver of the charged member's right to a hearing at which he/she may present evidence of mitigating or extenuating circumstances. A charged member who admits the charges preferred against him/her may, however waive his/her right to a hearing by so advising the Chief of Police, in writing, in which case a hearing will not be conducted. A charged member who admits the charges and waives his/her right to a hearing may, within four (4) calendar days of waiving his/her right to a hearing, submit a written statement to the Chief of Police for his/her consideration.
- 3.3 A charged member may elect to have a hearing held before a hearing panel in accordance with subsection 4.0 of this section, which request shall be honored.
- (I) The hearing panel shall be comprised of three (3) members, who shall have no connection with the matter at issue.
 - (II) Within seven days after the delivery to a member of written charges against such member, the member may file with the Chief of Police a request for the appointment of a hearing panel, in accordance with paragraph one (1) above, which request shall be honored.
- 3.4 If the charged member does not request a hearing within seven (7) days after receipt of the written charges the Chief of Police may take such disciplinary action as he/she deems appropriate, including reprimand, suspension, demotion or removal.

4.0 HEARING PANEL

- 4.1 If the charged member requests a hearing panel, the Chief of Police shall provide the charged member in writing with the names of four (4) members within seven (7) calendar days after the charged member's actual request for a hearing. The names of the four (4) members, at least one of whom shall have the rank of Lieutenant or higher, shall have had no connection with the matters at issue. Within five (5) calendar days of his/her receipt of notification from the Chief of Police, the charged member shall notify the Chief of Police in writing, of the three names selected to serve as the hearing panel, provided that at least one member shall have the rank of Lieutenant or higher.
- 4.2 As soon as practicable the panel shall schedule a hearing and shall hold the same after timely notice to the charged member and the Chief of Police.

- 4.3 At the discretion of the charged member the hearing may be closed or public. The charged member or member's representative or both may cross examine witnesses and present evidence. All witnesses shall testify under oath and all proceedings shall be recorded.
- 4.4 A charged member is not required to attend, or be represented at the hearing, and such failure shall not be construed as an admission of the charges preferred against him/her. However, the failure of a charged member to attend or be represented at a hearing shall constitute a waiver of his/her right to present evidence and testimony on his/her own behalf and to examine and cross-examine witnesses. In such cases, the hearing panel shall hold whatever hearing(s) and shall take whatever evidence and testimony as it deems necessary and appropriate.

5.0 DECISION OF HEARING PANEL

- 5.1 At the conclusion of the hearing, the hearing panel shall decide, by majority vote, whether or not the charges have been proved by a preponderance of the evidence and shall report its findings and decisions, in writing, to the charged member and the Chief of Police. The decision of the panel and any resulting disciplinary action taken by the Chief of Police are final.
- 5.2 If the Hearing Panel decides that the charges have not been proved, no disciplinary action will be taken against the charged member, no record of the allegation or charges shall be placed in the member's personnel file, and any pay or other rights which the member may have lost as a result of a temporary suspension shall be restored.
- 5.3 If the hearing panel decides that the charges have been proved, it may, in its discretion, make recommendations to the Chief of Police with respect to the nature and extent of disciplinary action which would be appropriate. Such recommendations shall not be binding upon the Chief of Police.

6.0 DISCIPLINE OF MEMBER

- 6.1 In a case in which the charged member admits the charges preferred against him/her and waives his/her right to a hearing or in which the hearing panel concludes that the charges have been proved, the Chief of Police shall determine what, if any, disciplinary action to take against the member.
- 6.2 In determining what, if any, disciplinary action to take, the Chief of Police may consider the nature and severity of the Class I, II, or III violation, the member's personnel record, the recommendations, if any, of the Selectboard or hearing panel, and the nature and extent of disciplinary action taken in prior cases of a similar nature.

- 6.3 Nothing contained in this Article is to be construed as restricting or interfering with the right of the Chief of Police to demote a member in conjunction with any imposed disciplinary action.
- 6.4 After determining what, if any, disciplinary action to take, the Chief of Police shall advise the charged member, in writing, of the disciplinary action to be taken against him/her.
- 6.5 In all cases in which the charged member admits the charges preferred against him/her and waives his/her right to a hearing, the Chief of Police, shall provide one (1) copy of his/her determination of the disciplinary action to be taken against the member through the chain of command, to the Supervisor of the member involved.
- 6.6 In all cases, the Chief of Police shall advise, in writing, the member or person other than a member who made the allegation of the disposition of the same.

7.0 APPEAL OF DISCIPLINARY ACTION TAKEN

- 7.1 If the charged member did not request a hearing panel, or if a hearing was held and discipline was imposed, he/she may appeal the charges and the disciplinary action taken by following the appropriate procedures as outlined in the Essex Police Employee' s Association Agreement Article XI Step 2.

8.0 PROBATIONERS

- 8.1 Notwithstanding any other provision of this Article, a probationer may be summarily dismissed at any time by the Chief of Police without a hearing.

9.0 DISCIPLINARY GUIDELINES

- 9.1 Acts of Misconduct (Class - I) (All days suspended are off payroll.)

Violation	1st Offense	Subsequent Offense
Bribes	dismissal	
Cheating on Examination	dismissal	
Criminal Conduct - Felony	dismissal	
Courage	4 days - dismissal	dismissal
Disclosure of Identity of Confidential Informant		dismissal
Disclosure of Identity of Members	30 days - dismissal	dismissal
Discrimination	4 - dismissal	dismissal
False Statements	30 days - dismissal	dismissal

Violation	1st Offense	Subsequent Offense
Falsification and Misuse of Property and Evidence	dismissal	
Gambling	4 days - dismissal	
Mistreatment of Persons in Custody	4 days - dismissal	dismissal
Possession and Use of Drugs	30 days - dismissal	dismissal
Receipt, Processing, and Reporting of Allegations	4 days - dismissal	8 days - dismissal
Truthfulness	dismissal	
Use of Alcohol on Duty	8 days - dismissal	dismissal
Firearms	4 days - dismissal	dismissal
Force	4 days - dismissal	dismissal

9.2 Acts of Misconduct (Class -2) (All days suspended are off payroll, unless noted otherwise.)

Violation	1st Offense	Subsequent Offenses
Abuse of Authority	Letter of Reprimand - 5 days	dismissal
Associations	4 - 8 days	8 days - dismissal
Conduct	Letter of Reprimand - 5 days	5 days - dismissal
Criminal Conduct - Misdemeanor	4 days - dismissal	30 days - dismissal
Biased Expression	4 - 30 days	30 days - dismissal
Dissemination of Information	1 - 30 days	30 days - dismissal
False Statements	4 - 8 days	8 days - dismissal
Gifts	4 - 8 days	8 days - dismissal
Interference	4 - 8 days	8 days - dismissal
Membership in Organizations	4 - 8 days	8 days - dismissal
Obedience to Orders	4 - dismissal	8 days - dismissal
Political Activity	1 - 8 days	8 days - dismissal
Residence	1 - 8 days and relocate within 10 days	suspension - dismissal
Responsibility	4 days - dismissal	8 days - dismissal
Rewards	1 - 8 days	8 days - dismissal

Violation	1st Offense	Subsequent Offenses
Soliciting Personal Advancement	1 - 8 days	4 days - dismissal
Special Privileges	4 days - dismissal	8 days - dismissal
Use and Maintenance of Department Property and Equipment	4 days AL - 4 days suspension	4 - 30 days
Use of Alcohol on duty	8 days - dismissal	30 days - dismissal
Use of Alcohol off duty	1 - 8 days	8 days - dismissal
Violation of Rules	4 - 8 days	8 days - dismissal
Third offense on any Part C Code of Conduct Violation	1 - 4 days	4 days - dismissal

9.3 Acts of Misconduct- (Class-3) (All days are vacation.)

Violation	1st Offense	Subsequent Offenses
Absence from Duty	Letter of Reprimand - 1 day	2 - 4 days
Alcoholic Beverages in or on Department Property	Letter of Reprimand - 1 day	2 - 4 days
Carrying firearms and other weapons	Performance issue up to letter of reprimand	1 - 4 days
Courtesy	Letter of Reprimand - 2 days	3 - 4 days
Defamatory Expression	Performance - Letter of Reprimand	1 - 4 days
Employment Outside of the Department	Letter of Reprimand - 2 days	3 - 4 days
Gifts	Letter of Reprimand - 2 days	3 - 4 days
Identification	Letter of Reprimand - 1 day	2 - 4 days
Indebtedness	Letter of Reprimand - 2 days	3 - 4 days
Influencing Legislation	Letter of Reprimand - 1 day	2 - 4 days
Neglect of Duty	Letter of Reprimand	1 - 4 days
Off duty responsibilities	Letter of Reprimand - 1 day	2 - 4 days
Personal Appearance	Letter of Reprimand	1 - 4 days
Reporting for Duty	Letter of Reprimand - 2 days	3 - 4 days
Soliciting	Letter of Reprimand - 1 day	2 - 4 days
Testimonials for Commercial Use	Letter of Reprimand - 1 day	2 - 4 days
Timely Reports	Letter of Reprimand	1 - 4 days
Use and Maintenance of Department Property and Equipment.	Letter of Reprimand - 2 days	3 - 4 days
Violation of Rules	Letter of Reprimand - 2 days	3 - 4 days

Violation	1st Offense	Subsequent Offenses
Conformance to Laws*	Performance - 2 days	(within a year of first offense) B 3 - 5 days

***Offense in excess of one year apart to be treated as 1st offense.**

ESSEX POLICE DEPARTMENT

Department Directive



Date Issued: February 20, 2006	Number: 1.3.4
WORK RULES Field Training	<input checked="checked" type="checkbox"/> New <input type="checkbox"/> Amends <input type="checkbox"/> Rescinds
Authorized Signature: _____ <i>[Signature]</i> _____ Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: <i>2/20/2006</i>	Review Date: <i>2/1/2021</i>

1.0 Purpose

- 1.1 To establish guidelines for the training of officers newly appointed to the Essex Police Department.

2.0 New officer with no experience

- 2.1 The officer would only be allowed to participate in the ride along program.

3.0 Employee with at least 64 hours of Criminal Justice Training Certification

- 3.1 If applicable, a minimum of eight weeks of training and evaluation with Field Training Officers prior to going to the Police Academy.
- 3.2 Following graduation from the Police Academy, a minimum of two weeks training and evaluation with Field Training Officers.

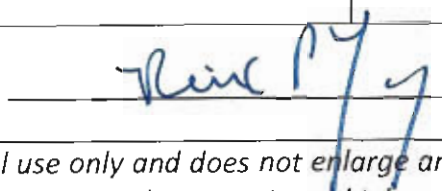
4.0 Graduate of the Vermont Police Academy with Full-time Certification

- 4.1 Graduates of the Police Academy with no prior police experience shall have a minimum of ten weeks of training and evaluation with Field Training Officers.

- 4.2 Graduates of the Police Academy with prior police experience shall have a minimum of two weeks of training and evaluation with Field Training Officers.

ESSEX POLICE DEPARTMENT
Department Directive



Date Issued: August 16, 2004	Number: 1.2.1
INTERNAL AFFAIRS	<input checked="checked" type="checkbox"/> New <input type="checkbox"/> Amends <input type="checkbox"/> Rescinds
Authorized Signature: <u></u> Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: <u>8/16/2004</u>	Review Date: <u>8/1/2021</u>

1.0 PURPOSE

- 1.1 The internal affairs function is established to maintain the integrity of the department through an internal system whereby objectivity, fairness and justice are ensured by an impartial investigation and review. The internal affairs function is intended to protect the public's right to efficient, fair and impartial law enforcement as well as to protect employees from false allegations of misconduct.
- 1.2 In order to achieve the stated purposes, the Essex Police Department internal affairs function will investigate promptly and thoroughly any and all allegations, from citizens or employees, of misconduct by department personnel.
- 1.3 All complaints will be investigated in accordance with the agreement between the Town of Essex and the Essex Police Employees Association. The procedures enumerated below apply to allegation of misconduct against employees of the department both on and off duty.

2.0 RESPONSIBILITIES

- 2.1 The responsibility for the overall supervision and control of the department's internal affairs function is with the Chief of Police.
- 2.2 The internal affairs function is responsible for:
 - (I) Recording, registering, and controlling the investigation of complaints against department employees, or the department itself;
 - (II) Supervising and controlling the investigation of alleged misconduct within the department;
 - (III) Maintaining the confidentiality of the internal affairs investigations and records; and
 - (IV) Ensuring that all allegations of misconduct are investigated and adjudicated promptly, fairly, impartially, and thoroughly.

3.0 COMPLAINT INITIATION

- 3.1 When a citizen indicates a desire to file a complaint alleging misconduct of a police officer or other member of the department, he/she shall immediately be referred to the Officer in Charge (OIC) or the shift supervisor on duty. This procedure shall also apply when anonymous complaints are received.
 - (I) The OIC or shift supervisor receiving the complaint shall have the complainant complete the **Citizen Complaint Form** indicating that any information provided is true and complete to the best of the complainant's belief. The shift supervisor shall advise the complainant that allegations made against the department, or an employee, that are false and made in bad faith may result in civil and/or criminal charges against the complainant.
 - (II) The OIC or shift supervisor shall make every effort to have a complainant execute an **Authorization For Release of Information Form** when an allegation indicates that the complainant may have sustained an injury, and has, or may require medical attention.
 - (III) The OIC or shift supervisor shall provide the complainant with a copy of the **Citizen Complaint Form** and advise the complainant that he/she will be contacted by an officer that will be assigned to investigate the complaint.
 - (IV) Upon completion of the above, the OIC or shift supervisor will notify the Chief of Police. The above documents will be placed in a sealed envelope and forwarded to the Chief prior to the end of the OIC's tour of duty.
- 3.2 Except in cases of anonymous complaints, the shift commander shall initially interview the complainant in a private area. It is recommended that the complainant be allowed to verbally relate his/her entire version of the incident without interruption after which the shift commander should ask questions for clarification and detail.

- 3.3 This policy does not apply to minor misunderstandings on the part of a complainant which can be quickly resolved with an explanation of State Law and/or Department policy. Such minor misunderstanding may be resolved by the Shift Commander and should be documented to the Chief of Police via the chain of command.

4.0 TYPES OF INVESTIGATIONS

- 4.1. The Chief of Police shall make the determination as to whether the incident shall be classified as a Supervisory Review or an Internal Affairs Investigation.

4.2 Supervisory Review

- (I) The investigation may be a Supervisory Review if the complaint or allegations is:
- A. not of a serious nature;
 - B. not a serious violation of department rules, regulations, policies or procedures.

4.3 Internal Affairs Investigation

- (I) A formal investigation is conducted on allegations of serious misconduct by an employee.
- (II) Allegations leading to a formal investigation may consist of, but not to be limited to, violations of the law, brutality, civil rights violations, bribery, theft, untruthfulness, insubordination, corruption, other conduct, or any case which may damage the credibility of the Essex Police Department or as assigned by the Chief of Police.

5.0 PROCEDURES FOR SUPERVISORY REVIEWS

- 5.1 Should it be determined that the complaint must be investigated as Supervisory Review, the investigating officer shall:

- (I) Notify the employee under investigation as soon as practical;
- (II) Conduct necessary interviews;
- (III) The investigation shall be initiated without unreasonable delay and the completed Supervisory Review report shall be completed within 30 days.
- (IV) Upon completion of the investigation, the investigating officer shall prepare a written report which will be forwarded to the Chief of Police, along with a recommended action in the following format.
 - A. **Allegations** - State as concisely as possible the specific allegations and cite the specific section of the department's policies and procedures, or rules and regulations, that deals with the allegations. Enumerate the allegations where there are more than one.

- B. **Details of Complaint** - Show a chronological summary of the incident or event.
- C. **Summary of all Statements Obtained**
- D. **Finding of Fact** - Provide a summary of the facts as determined by the investigation.
- E. **Attachments** - Enumerate all attached forms, statements or other supporting documentation.

5.2 The investigating officer will also prepare a **Complaint Disposition Form**. On this form indicate the appropriate adjudication and disposition based upon the finding of facts. The adjudication shall be classified as one of the following:

- (I) **Unfounded** – The investigation indicated that the act or acts complained of did not occur or failed to involve police personnel.
- (II) **Exonerated** – The reported acts did occur, but were justified, lawful and proper.
- (III) **Non-sustained** – The investigation fails to discover sufficient evidence to prove clearly or disprove the allegations made in the complaint.
- (IV) **Non-involved** – The investigation established that the individual named in the complaint was not involved in the alleged incident.
- (V) **Sustained** – The investigation disclosed sufficient evidence to clearly prove the allegations made in the complaint.

5.3 The Chief shall then review the report package with all recommendations. If all is in order, the Chief shall:

- (I) notify the employee, and the appropriate division commander of the final adjudication and disposition.
- (II) reasonable efforts will be made to notify the complainant of the adjudication and disposition of the investigation in writing.

6.0 PROCEDURES FOR AN INTERNAL AFFAIRS INVESTIGATION

6.1 If the alleged conduct is of a criminal nature, or may become criminal in nature, the Chief of Police will consult with the State's Attorney's office to determine if he or she is requesting a criminal investigation. If a criminal investigation is to be conducted, it will be investigated by an outside agency independent and separate from the internal investigation.

6.2 The Chief of Police or a designee shall assign an officer to conduct the internal affairs investigation.

6.3 The employee under investigation shall be notified either in person or by telephone as soon as possible. If the employee is out of town, or otherwise unavailable, he or she will be notified as soon as possible upon his/her return. An exception may be

made by the Chief of Police, to withhold notification of the employee, if it is determined that notification could adversely affect the outcome of the investigation.

- 6.4 The Chief of Police has the discretion to place an employee that is under investigation on administrative leave as prescribed by the EPEA Contract. The employee will receive full pay and benefits while on administrative leave.
- 6.5 All interrogations shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. An employee may be requested to participate in other investigative processes that are specifically directed and narrowly related to the internal investigation.
 - (I) When an employee is advised of his or her administrative rights, as contained in the **Notification and Administrative Rights of Employees Under Investigation Form**, the employee is required to answer all questions fully and truthfully, or disciplinary action, including dismissal, may be taken for a refusal to answer. When the employee is compelled to answer questions under threat of adverse administrative action, any admissions made by the employee cannot be used against him/her in any subsequent criminal proceeding.
 - A. The interrogation of any employee shall be at a reasonable hour, unless the exigencies of the investigation dictate otherwise.
 - B. The interrogation shall take place at a location designated by the investigating officer, usually at the Police Station.
 - C. The employee shall be informed of the name and rank of the officer in charge of the investigation, as well as the name and rank of the interrogating officer and the identity of all persons present during the interrogation.
 - D. The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the allegations shall be provided. If it is known that the employee being interrogated is a witness only, he/she shall be so informed.
 - E. The interrogation shall be completed with reasonable dispatch. Reasonable respites will be allowed. Time shall be provided also for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
 - F. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the employee that his/her conduct can become the subject of disciplinary action resulting in disciplinary punishment.

- G. In all cases where an employee is to be interrogated concerning an alleged violation of Police Department operations procedures or rules which, if proven, may result in his/her dismissal from the force or other infliction of disciplinary punishment more severe than an oral reprimand, he/she shall be afforded a reasonable opportunity to contact and consult privately with the Association President. The Association President may be present during the interrogation, but may not participate in the interrogation.
 - H. If an employee is under arrest or under investigation for a prosecutable violation of the State, Federal, or Local Law or Ordinance, he/she shall be given his/her rights under the Miranda Decision, and all other Constitutional guarantees normally due any criminal suspect.
 - I. The employee shall be given an exact copy of any written statement he/she may make or if the questioning is mechanically or stenographically recorded, the employee shall be given a copy of such recording or transcript if requested by him/her.
 - J. No employee shall be ordered to submit to a polygraph (lie detector) test for any reason. Such test may be given if requested by the employee.
 - K. The employee shall at all times be cognizant of the public responsibilities of the Police Department and provisions of the Department's Rules and Regulations and Operational Policies and Procedures.
- (II) When any investigation has been concluded, excluding those investigations which are superseded by either State or Federal laws/guidelines, the employee will be furnished, upon request, with a copy of all reports of the investigation, excluding the complainant's name, which will contain all known facts of the matter, to include transcripts of tape recordings, at no cost to the employee.
 - (III) The employee shall not become directly or indirectly involved in the investigation unless expressly requested to do so by the Chief of Police.

6.6 The investigating officer shall:

- (I) Review the **Citizen Complaint Form** to make sure that the form has been filled out properly and signed by the complainant.
- (II) Whenever possible obtain a detailed and comprehensive statement signed by the complainant.
- (III) Obtain statements from witnesses.
- (IV) Interview the employee after advising him or her of their administrative rights as contained in the **Notification and Administrative Rights of Employees Under Investigation Form**.

- (V) Conduct a thorough investigation and provide status reports to the Chief of Police or his/her designee regarding the status of the case.
- (VI) Bring the investigation to an expeditious conclusion. No investigation shall exceed 30 days, except in extenuating circumstances where the Chief has approved such an extension.
- (VII) Upon completion of the investigation, the investigating officer shall prepare a written report which will be forwarded to the Chief of Police, along with a recommended action in the following format:
 - A. **Allegations** - State as concisely as possible the specific allegations and cite the specific section of the department's policies and procedures, or rules and regulations, that deals with the allegations. Enumerate the allegations where there are more than one.
 - B. **Details of Complaint** - Show a chronological summary of the incident or event.
 - C. **Summary of all Statements Obtained**
 - D. **Finding of Fact** - Provide a summary of the facts as determined by the investigation.
 - E. **Attachments** - Enumerate all attached forms, statements or other supporting documentation.

6.7 The investigating officer will also prepare a **Complaint Disposition Form**. On this form indicate the appropriate adjudication and disposition based upon the finding of facts. The adjudication shall be classified as one of the following:

- (I) **Unfounded** – The investigation indicated that the act or acts complained of did not occur or failed to involve police personnel.
- (II) **Exonerated** – The reported acts did occur, but were justified, lawful and proper.
- (III) **Non-sustained** – The investigation fails to discover sufficient evidence to prove clearly or disprove the allegations made in the complaint.
- (IV) **Non-involved** – The investigation established that the individual named in the complaint was not involved in the alleged incident.
- (V) **Sustained** – The investigation disclosed sufficient evidence to clearly prove the allegations made in the complaint.

6.8 The Chief shall then review the report package with all recommendations. If all is in order, the Chief shall:

- (I) Notify the employee, and the appropriate division commander of the final adjudication and disposition. This notification shall be either through a department memorandum or by providing a copy of the **Complaint Disposition Form**.
- (II) Reasonable efforts will be made to notify the complainant of the adjudication and disposition of the investigation in writing.

7.0 POLICY FAILURE

- 7.1 When adjudicating a complaint, it may be found that a citizen has a valid and justifiable grievance, but that the particular employee involved acted properly within the prescribed policy. In such cases, the investigating officer shall recommend the appropriate adjudication as it relates to the employee and prepare an additional section to the narrative report entitled "Policy Failure".
- 7.2 The investigator's report shall specify:
 - (I) the specific policy involved;
 - (II) the harm done to the complainant or the problem that it caused;
 - (III) any recommended changes to the existing policy to prevent future problems of the same nature.

8.0 RECORDS AND REPORTING

- 8.1 No record of a citizen complaint or other internal investigation shall be maintained in central records. All records pertaining to citizen complaints and internal investigations shall be maintained by the Chief of Police, or a designee, in a secure file.
- 8.2 All such records shall be maintained for seven (7) years, after which they will be destroyed.

RELATED FORMS FOLLOW

ESSEX POLICE DEPARTMENT CITIZEN COMPLAINT FACE SHEET

FOR POLICE DEPARTMENT USE ONLY: To be completed by the police officer receiving the citizen complaint.

Incident Number _____ Date _____ Time _____

Complainant's Name _____ Home Phone _____

Address _____ State _____ ZIP _____

Date of Birth _____ Occupation _____

Place of Employment _____ Phone _____

Receiving Officer's Observation of Complainant:

Sobriety: Sober _____ HBD _____ Intoxicated _____ Breath Odor _____

Clothing: Describe type and condition (orderly, soiled, torn etc.)

Attitude: Excited _____ Combative _____ Insulting _____ Profane _____

Cooperative _____ Argumentative _____

Physical Condition: Describe bruises, cuts, swelling etc.

Name of Officer Receiving Complaint _____

Nature of Allegation _____

Date and Time of Alleged Incident _____

Name of Officer Under Investigation _____

Date and Time Officer Under Investigation Notified _____

Officer Under Investigation Notified by Whom _____

**ESSEX POLICE DEPARTMENT
AUTHORIZATION FOR RELEASE OF INFORMATION**

Patient/Victim _____
Last Name First Middle

Address _____ State _____ ZIP _____

Date of Birth _____ Home Phone _____ Work Phone _____

I hereby authorize _____
to release to the Essex Police Department all records of medical treatment pertaining to
injury(ies) sustained on _____

The foregoing is subject to such limitations as indicated below: (Please initial appropriate line)

- _____ 1. Confined to records regarding treatment or admissions on the following date or
dates _____
_____ 2. No limitations placed on dates, history or illness, or diagnostic and therapeutic
information, including any treatment for psychiatric care or drug/alcohol abuse.
_____ 3. Other _____

Name of person authorizing release _____

Relationship to patient/victim: Self _____ Parent _____ Guardian _____

Signature _____ Date _____

Address _____ State _____ ZIP _____

Name of Witness _____ Date _____

Address _____ State _____ ZIP _____

Signature of Witness _____

Name of Medical Facility _____

Name of Person Releasing Information _____

Signature _____ Date _____

ESSEX POLICE DEPARTMENT COMPLAINT RECEPTION RECEIPT

The Essex Police Department hereby acknowledges receipt of a complaint filed against one of its employees by:

Name _____

Address _____ State _____ ZIP _____

Your complaint will be brought to the attention of the chief of Police and he will assign an investigator to gather all of the facts. The assigned investigator will contact you at least every ten days to apprise you of the status of the investigation. Once the investigator has completed the final report on the incident it will be reviewed by the Chief of Police and a final disposition will be made. A representative of the Essex Police Department will notify you as to the final disposition of your complaint.

Date

Signature of Receiving Officer

Processing:

Original to Complainant
Copy for File

**ESSEX POLICE DEPARTMENT
CITIZEN COMPLAINT/INTERNAL INVESTIGATION
COMPLAINT DISPOSITION FORM**

Name of Employee _____ Incident # _____

Approved Adjudication:

- ☐ Sustained - The allegation is substantiated.
- ☐ Unfounded - The allegation is false or not factual.
- ☐ Exonerated - The incident occurred, but the officer or employee acted lawfully and properly.
- ☐ Not Sustained - The allegation is not substantiated. There is not sufficient evidence to prove or disprove the allegation.
- ☐ Misconduct-Not Based Upon the Complaint-Substantiated. Substantiated misconduct not alleged in the complaint.

Disposition:

- ☐ Formal ☐ Informal

Action Taken/Recommended:

Signature of Investigating Officer

Date

Administration:

- | | |
|--|------------|
| <input type="checkbox"/> Notification of Complainant | Date _____ |
| <input type="checkbox"/> Employee Notification | Date _____ |
| <input type="checkbox"/> Notification to Employee Supervisor | Date _____ |
| <input type="checkbox"/> Entry in Employee Personnel File | Date _____ |

Signature of Chief of Police

Date

**ESSEX POLICE DEPARTMENT
CITIZEN COMPLAINT AFFIRMATION**

I, _____ do hereby affirm that the foregoing information by me is true and complete to the best of my knowledge and belief. I understand that any false, misleading or untrue statements, accusations or allegations, herein made by me, either orally or in writing, to any person(s) investigating this complaint may subject me to civil and/or criminal prosecution.

I realize that it may become necessary, during the investigation of this complaint, to meet with members of the Essex Police Department to discuss the complaint, either in the presence or absence of the accused department employee at the discretion of the police department.

I hereby accept the premise that if any action is initiated through a court or administrative hearing as a result of my complaint, my testimony before these hearings may be requested.

Signature

Date

Witness

Incident # _____

**ESSEX POLICE DEPARTMENT
NOTIFICATION AND ADMINISTRATIVE RIGHTS OF EMPLOYEE
UNDER INVESTIGATION**

Employee Name _____ Incident # _____

NOTIFICATION:

The Essex Police Department is conducting an investigation to determine the validity of the following allegation(s) made against you:

These allegations are based upon:

() Citizen Complaint () Active Internal Investigation

As a result of this allegation department policy requires that you must be advised of your **Administrative Rights**.

1. The purpose of this investigation is to solicit responses that will assist in determining the validity of allegations of misconduct which may result in administrative action, including dismissal.
2. You are required to answer all questions which are specifically directed and narrowly related to the performance of your official duties or fitness for office, fully and truthfully. If you refuse to answer any and all such questions disciplinary action, to include dismissal, may be taken against you.
3. You are further advised that, by law, any admissions made by you cannot be used against you in any subsequent criminal proceedings.

The undersigned employee hereby acknowledges that he/she was notified of the allegation(s) and informed of the above administrative rights.

Signature of Employee

Date

Witness

Processing:

Original to Case File
Copy to Employee

**ESSEX POLICE DEPARTMENT
NOTIFICATION OF CONSTITUTIONAL RIGHTS OF EMPLOYEE
UNDER INVESTIGATION**

Employee Name: _____ Incident # _____

NOTIFICATION:

The Essex Police Department is conducting an investigation to determine the validity of the following allegation(s) made against you:

These allegations are based upon:

(XX) Citizen Complaint () Active Internal Investigation

As a result of this allegation department policy requires that you must be advised of your **Constitutional Rights**.

1. You have the right to remain silent. If you give up the right to remain silent, anything you say may be used against you in a court of law. You have the right to speak with an attorney before any questions are asked of you. If you cannot afford an attorney one will be appointed to represent you at the state's expense.

2. If you choose not to answer any questions, no disciplinary action will be taken against you based upon your refusal to answer.

The undersigned hereby acknowledges that he/she was notified of the allegation(s) and informed of the above constitutional rights.

Signature of Employee

August 16, 2004
Date

Witness

Processing:

Original to Case File
Copy to Employee

**FORMAT FOR COMPLAINANT NOTIFICATION OF COMPLAINT
DISPOSITION**

(TYPED ON DEPARTMENT LETTERHEAD)

DATE

NAME & ADDRESS

Dear _____

The Essex Police Department has completed a comprehensive investigation into the actions/alleged misconduct on the part of one of our employees, pursuant to a complaint filed by you on DATE.

As a result of this investigation, the department has determined that (findings of fact, adjudication and disposition of case).

The Essex Police Department is committed to making every effort to ensure that its employees are fully competent and prepared to provide quality professional law enforcement service to the community. An integral part of that effort is the thorough, fair and expeditious resolution of complaints received from the public combined with corrective action when that need has been identified.

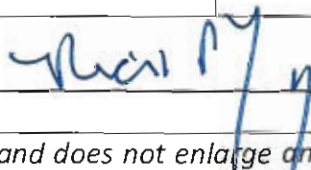
I trust that this issue has been resolved to your satisfaction. If you have any questions or additional concerns relating to the investigation, or the conclusion and actions that resulted, please feel free to contact me at any time.

Sincerely,

Chief of Police

ESSEX POLICE DEPARTMENT
Department Directive



Date Issued: February 20, 2006 April 13, 2011 June 30, 2017 January 29, 2019	Number: 1.4.1
PROMOTIONS Transfer and Promotion	<input type="checkbox"/> New <input type="checkbox"/> Amends <input checked="" type="checkbox"/> Rescinds
Authorized Signature:  Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: 1/30/2019	Review Date: 01/01/2020

1.0 PURPOSE

- 1.1 To establish policy for determining an officer's eligibility for transfer and/or promotion, or a member attaining Dispatcher II status.
- 1.2 To establish procedures necessary to make the determination as to who shall be transferred, promoted or attain Dispatcher II status.

2.0 TRANSFERS

2.1 Eligibility:

- (I) Applicants should have two (2) years of service with the department at the time of the posting.
- (II) Officers presently serving in a specialized assignment are eligible to apply for another specialized position.

- (III) Once an officer has completed their specialized assignment, the officer should return to the uniform function for a minimum of two (2) years before being eligible for future specialized assignments.

2.2 Procedure:

- (I) The Chief of Police may announce the pending assignment.
- (II) Following an announcement, applicants may be required to submit a letter of intent to the Chief of Police;
- (III) The Chief of Police will announce any chosen selection process for the assignment.
- (IV) The Chief of Police may bypass any selection process prior to making an appointment.

2.3 Duration of Assignments:

- (I) All assignments will be for a fixed period of time. The time period will be established by the Chief of Police. All assignments may be modified, changed, concluded or extended.
- (II) An individual who is placed in a special assignment will serve in that position for a period of time based on ability, performance, what is in the best interest of the individual and the needs of the department.

3.0 PROMOTIONS - CORPORAL

3.1 Eligibility via competency testing

- (I) To be eligible for corporal, candidates must have three (3) years of service with the department;
- (II) Successfully pass eight (8) established competencies;
- (III) Be in good department standing, as determined by the Chief's assessment with input from management and the officer being considered for promotion.
- (IV) Currently have taken on other voluntary assignments within the department, e.g. radios, vehicle maintenance, alcohol testing, etc. or complete an approved community project.

3.2 Eligibility via Time in Grade

- (I) To be eligible for corporal, candidates must have ten (10) years of service with the department and be approved by the Chief of Police;
- (II) Have not been subject to disciplinary action within one (1) year;
- (III) Be in good department standing, as determined by the Chief's assessment with input from command staff, a review of performance evaluations and an oral interview;

- (IV) Currently have taken on other voluntary assignments within the department, e.g. radios, vehicle maintenance, alcohol testing, etc.;
- (V) Dispatchers who become officers cannot earn a corporal pay increase if they have already received a Dispatch II pay increase.

3.3 Competencies

- (I) All candidates must take and complete each competency course and requisite testing.
- (II) Competencies shall consist of eight (8) areas:
 - A. Courtroom Testimony
 - B. Crime Scene Procedures
 - C. Criminal Law
 - D. Interview & Interrogation
 - E. Juvenile Law
 - F. Motor Vehicle Law
 - G. Use of Force
 - H. Patrol Tactics

4.0 PROMOTIONS - SERGEANT

- 4.1 The filling of positions of the rank of sergeant is subject to the budget approval process.
- 4.2 To be eligible for promotion to the rank of sergeant, candidates must have attained the rank of corporal by the close of the application period and have five (5) years of service with the department.
- 4.3 The Chief of Police shall be responsible for determining the skills, knowledge and abilities necessary for the sergeant's position.
- 4.4 The promotional process to the rank of sergeant shall be designed by the Chief of Police in conjunction with his/her management team. The process shall include the following components:
 - (I) Oral interview;
 - (II) Review of Performance Evaluations;
 - (III) Written exam;
 - (IV) Chief's assessment, with management input.
- 4.5 The Chief of Police has the final authority in all matters related to the promotional process for the rank of sergeant.

5.0 TOWN MANAGER APPROVAL

- 5.1 The Chief of Police is responsible for administering the promotional selection process, and providing a recommendation to the Town Manager.

5.2 Based on the Town of Essex Charter, Section 901, the Town Manager approves and promotes all Town Employees.

6.0 DISPATCH II COMPETENCY PROGRAM

6.1 Eligibility

- (I) To be eligible for Dispatch II status, candidates must have three (3) years of service with the department;
- (II) Successfully pass a minimum of 32 hours of additional training in disciplines applicable to the position. This may be training offered by the Vermont 911 training board, the Vermont Criminal Justice Training Council, or another approved agency;
- (III) Additional training must be approved prior to registering for training. Dispatch coverage may be required;
- (IV) Currently have taken on other voluntary assignments within the department, e.g. department TAC, Community Outreach efforts, radios, etc.;
- (V) Be in good department standing, as determined by the Chief's Assessment with input from management and the member being considered for Dispatch II status;
- (VI) Candidates may complete any of the required elements prior to their eligibility date;
- (VII) This program is for full-time dispatchers. Dispatch-certified officers can participate in the Dispatch II program but will not receive a pay increase for both a Corporal and Dispatch II processes;
- (VIII) Likewise, dispatchers who become officers cannot earn a corporal pay increase if they have already received a Dispatch II pay increase.

ESSEX POLICE DEPARTMENT
Operational Directive



Date Issued: Draft April 2008	Number: 2.7.4
VEHICLES & POLICE EQUIPMENT Controlled-Deflation Device	<input checked="checked" type="checkbox"/> New <input type="checkbox"/> Amends <input type="checkbox"/> Rescinds
Authorized Signature: <u>Thir P 7</u> Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: <u>4/1/2008</u>	Review Date: <u>4/1/2020</u>

1.0 PURPOSE

- 1.1 To provide guidelines for the use and deployment of the department's controlled-deflation devices.
- 1.2 This policy is an extension of the Essex Police Department High Speed Pursuit Policy. (Section 2, Chapter 3, Article 1)
- 1.3 The purpose of a controlled-deflation device is to lower the risks involved in pursuing a vehicle. The device is intended to reasonably terminate or prevent pursuit, thus reducing the risk of injury to the violator, the officer, and the public at large.

2.0 POLICY

- 2.1 Use of the controlled-deflation device is the preferred alternative to roadblocks and ongoing pursuits. The controlled deflation device is to be used whenever possible, to slow, or bring to a stop, a fleeing vehicle.

- (I) The controlled-deflation device will not be used to stop a fleeing motorcycle unless the use of deadly force is warranted by law and according to the Essex Police Department High Speed Pursuit Policy.
- 2.2 Use of the controlled-deflation device is authorized when it becomes apparent that an operator is refusing to stop for an officer or the continued operation of a vehicle poses a hazardous situation. The device may be used to prevent a vehicle from being moved by a suspect attempting to flee a scene of a hazardous or serious incident.
- 2.3 Only officers that have been trained to use the device are authorized to implement it. The officer deploying the device will use protective eyewear. The use of leather gloves is recommended
- 2.4 A reasonable effort will be made to prevent a vehicle from unintentionally traveling over the device. Should this occur, the officer deploying the device will obtain pertinent information on the damaged vehicle and operator.
- (I) An Incident Report will be generated and a copy will be forwarded to the Chief of Police or his/her designee as soon as practical.

ESSEX POLICE DEPARTMENT
Operational Directive



Date Issued: Draft March 2008	Number: 2.5.8
FORCE Crisis Negotiators	<input checked="checked" type="checkbox"/> New <input type="checkbox"/> Amends <input type="checkbox"/> Rescinds
Authorized Signature: <u><i>[Signature]</i></u> Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: <u>3/1/2008</u>	Review Date: <u>3/1/2021</u>

1.0 PURPOSE

- 1.1 It is the purpose of this policy to set forth guidelines and criteria for crisis incidents.

2.0 POLICY

- 2.1 It is the policy of the Essex Police Department to expend all reasonable efforts to bring about a peaceful solution to all crisis incidents. The primary objective will be the protection of human life.
- 2.2 The Troop Commander, designee, or the Zone Duty Officer shall be responsible for all crisis incidents. Members of the Criminal Division shall supply necessary support to that effort.
- 2.3 Crisis negotiators and Tactical Support Unit members acting in their capacity as a Unit member, regardless of rank, shall not be in command of a crisis incident.
- 2.4 Crisis negotiators may also be used for barricaded persons, suicidal persons, or other incidents as deemed appropriate.

- 2.5 Whenever Essex Police negotiators are requested to assist another agency, the Crisis Negotiation Unit commander or his/her designee, will be liaison between the agencies. The Crisis Negotiators will take orders and direction from the Unit Commander, or designee.
- 2.6 Negotiations by police negotiators from other agencies assisting Essex Police with a crisis incident, shall be at the direction of the Essex Police member in charge of the incident.
- 2.7 Prior to dissemination of any press statements or releases during a crisis or barricade incident, such statements or releases shall be approved by the Incident Commander after consultation with the Crisis Team Leader and other involved team leaders.
- 2.8 The Crisis Unit shall be comprised of members from this Department, one of whom will be the rank of Sergeant or above and will be designated commander of the Unit by the Special Teams Coordinator.
- 2.9 Members joining the Crisis Negotiation Unit after January 1, 2005, shall have and maintain an overall rating of good in the physical fitness program.
- 2.10 The Unit Commander, with the advice and consent of the Special Teams Coordinator, shall appoint a second-in-command to be the officer(s) in charge in his/her absence. The Unit Commander shall also appoint a North and South Coordinator.
- 2.11 Unit members will consist of experienced, trained members, selected by the Unit Commander, with the approval of the Special Teams Coordinator. They shall be strategically distributed throughout the state of Vermont. There shall be approximately one unit member assigned to each district in the state.
- 2.12 The Unit Commander shall be responsible for:
 - (I) Maintaining a current unit roster.
 - (II) Maintaining unit efficiency and preparedness by training.
 - (III) Coordinating the training activities of the unit members and the Tactical Support Unit personnel.
 - (IV) Providing reports of unit activity to the Special Teams Coordinator.
 - (V) Determining the proficiency of each negotiator assigned to the unit.

3.0 PROCEDURE

3.1 Whenever a member responds to a crisis incident (s)he shall:

- (I) Notify a supervisor.
- (II) Make every reasonable effort to ensure the safety of all people in the immediate vicinity of the incident.
- (III) Protect the scene so that other individuals are not taken crisis.

3.2 A supervisor will assess the situation. If deemed necessary, a crisis negotiator will be requested.

3.3 The Troop Commander or the Zone Duty Officer shall:

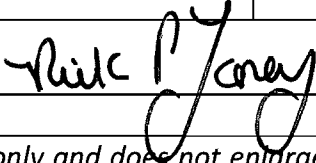
- (I) Assume command of the situation.
- (II) Contact the Crisis Negotiation Unit Commander and the Tactical Support Unit Commander for activation of their respective unit members, if in his/her judgment assistance is needed.
- (III) Establish a command post in proximity to the scene.
- (IV) Advise the Headquarters Duty Officer whenever the Essex Police respond to a crisis incident.
- (V) Give a full briefing to the crisis negotiator upon his/her arrival at the scene. The briefing will consist of any pertinent information that could assist in the negotiations.
- (VI) Take steps to resolve the situation having utmost regard for human life.
- (VII) Designate a Public Information Officer, if needed, to assist with the news media.
- (VIII) Furnish whatever assistance may be required or requested by the Tactical Support Unit Commander when a decision is made for the Tactical Support Unit to take offensive action.

3.4 Duties of the Crisis Negotiation Unit

- (I) It will be the responsibility of the crisis negotiator to establish open lines of communication between the crisis taker and the police. The Incident Commander shall also be updated on the progress of the negotiations.
- (II) Once communications between the crisis taker and the negotiator have been established, no other member of the department will attempt to become involved in the communication with the crisis taker unless requested by the negotiator.
- (III) The crisis negotiator has no authority to agree to any demands or enter into any agreements or promises without the permission of the officer in charge of the incident.
- (IV) Exchanging a police officer or any other individual for a crisis is prohibited.

ESSEX POLICE DEPARTMENT
Operational Directive



		Number: 2.11.1
Domestic Violence	<input type="checkbox"/> New <input type="checkbox"/> Amends <input checked="" type="checkbox"/> Rescinds	
Authorized Signature: <u></u> Chief of Police		
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>		
Date Implemented: 09-05-2018		Review Date: 01-01-2020

1.0 PURPOSE

The purpose of this policy is to establish agency priorities, guidelines, and procedures to be followed by Essex Police Department employees in response to calls for service involving domestic violence.

2.0 POLICY

It is the policy of the Essex Police Department to provide a proactive, victim-centered approach when responding to domestic violence.

3.0 DEFINITIONS

- 3.1 *Domestic Violence:* Abusive behavior in any relationship, as defined by Vermont Statute T15 VSA sec 1101 (1), that is used to gain or maintain power and control over an intimate partner or family or household member. This behavior includes:
- 3.1.1 Attempting to cause or causing physical harm.
 - 3.1.2 Placing another in fear of imminent serious physical harm.
 - 3.1.3 Abuse to children as defined in 33 V.S.A. chapter 49, subchapter 2.

- 3.1.4 Stalking as defined in 12 V.S.A. § 5131(6).
- 3.1.5 Sexual assault as defined in 12 V.S.A. § 5131(5).
- 3.2 *Intimate Partners or Family or Household Members:* As defined by Vermont Statute T15 sec 1101 (2), Persons who, for any period of time, are living or have lived together, are sharing or have shared occupancy of a dwelling, are engaged in or have engaged in a sexual relationship, or minors or adults who are dating or who have dated. "Dating" means a social relationship of a romantic nature.
- 3.3 *Predominant Aggressor:* The individual who poses the most serious, ongoing threat, who might not necessarily be the initial aggressor in a specific incident.
- 3.4 *Preferred Arrest Response:* Law enforcement officers are expected to arrest any person who commits a crime related to domestic violence as defined by law, unless there is a clear and compelling reason not to arrest, such as self-defense or lack of probable cause, after a comprehensive investigation to identify the predominant aggressor.
- 3.5 *Protection Order:* As defined by Vermont Statute T15 sec 1101 (5), any injunction or other order issued for the purpose of preventing violent or threatening acts or harassment against, or contact or communication with or physical proximity to, another person, including temporary and final orders issued by civil and criminal courts, other than support or child custody orders, whether obtained by filing an independent action or as a pendente lite order in another proceeding so long as any civil order was issued in response to a complaint, petition or motion filed by or on behalf of a person seeking protection.

4.0 PROCEDURES

- 4.1 Communications Personnel Response

When a caller reports a domestic violence incident, communications personnel should follow standard agency protocols. In addition, communications personnel shall do the following:

 - 4.1.1 Dispatch a minimum of two officers, whenever possible.
 - 4.1.2 Assign the same response priority as a life-threatening incident, whether or not the suspect is known to be on the premises.
 - 4.1.3 Immediately notify and dispatch a supervisor to any domestic violence call received that involves or appears to involve a law enforcement officer, regardless of the involved individuals' jurisdiction.
 - 4.1.4 Attempt to elicit any and all information from the caller that may help the responding and investigating officer(s) assess the situation, including the following:
 - The immediate safety of the caller and those at the scene
 - Other persons involved or witnesses at the scene, including children

- The suspect's relationship to the victim
 - Whether law enforcement has been called before because of this suspect and the number of times
 - Previous history of domestic violence
 - Presence of firearms or other weapons
- 4.1.5 Ascertain if either the suspect or victim has any outstanding warrants or is on probation or parole.
 - 4.1.6 Determine whether there is a valid protection order against the suspect or whether there have been orders in the past.
 - 4.1.7 Whenever possible and when it will not jeopardize the individual's safety, keep the caller on the line in order to relay ongoing information to the responding officer(s). An alternative may be to ask the caller to place the phone down but leave the line open if possible and safe to do so.
 - 4.1.8 If a caller requests that law enforcement response be cancelled, advise the responding officer(s) of the second call. Officers should continue to respond, investigate, and assess the situation to ensure that all parties are safe.

4.2 Initial Law Enforcement Officer Response – Special Considerations

When responding to a report of domestic violence, officers shall follow standard incident response procedures. In addition, officers shall do the following:

- 4.2.1 Avoid parking law enforcement vehicles in front of the residence or other site of the disturbance when possible.
- 4.2.2 When initially approaching the scene, indicate that they are responding to a call for service, without revealing the name of the caller or his or her whereabouts.
- 4.2.3 Request entry in the event the incident is at a private residence. A warrantless entry is permissible if there is an objectively reasonable basis to believe that the safety of an occupant may be in jeopardy.
- 4.2.4 Make contact with all individuals present, including potential witnesses, victims, or perpetrator(s), and separate all parties, keeping all individuals out of sight and hearing range of one another as safety permits; restrain and remove the suspect, if necessary.
- 4.2.5 Assess for physical injuries, including inquiry about strangulation or possible internal, nonvisible injuries, and sexual violence; administer first aid; and request medical services, as necessary.
- 4.2.6 Summon emergency medical services at the request of the victim or suspect, or if it appears that strangulation has occurred.
- 4.2.7 Inquire about weapons in the area or access to weapons; identify and take temporary custody of firearms or weapons in plain sight.
- 4.2.8 Determine whether there are any potential language barriers and request an interpreter where necessary.

- 4.2.9 Offer to contact a local advocate to provide support to the victim as available and provide a list of current contact information for local domestic violence victim advocacy organizations.

4.3 On-scene Investigation

The investigating officer(s) should do the following:

- 4.3.1 Inform the victim in advance of actions to be taken.
- 4.3.2 Conduct victim interviews in a location away from others at the scene.
- 4.3.3 Take photographs of the victim and suspect, whether or not there are any visible injuries.
- 4.3.4 Take photographs of injuries to all parties, including any healing or old injuries.
 - 4.3.4.1 Ideally photographs should also be taken 24, 48, and 72 hours later—in the event the injuries become more visible and pronounced.
 - 4.3.4.2 Descriptive and specific documentation of the injuries should accompany the photos.
 - 4.3.4.3 Officers should be sensitive to the victim's need for privacy, which may include the use of an officer of the same sex as the victim to photograph injuries.
- 4.3.5 Collect evidence to establish the facts of the crime.
- 4.3.6 Check for the existence of a protection order or similar court orders through communications personnel or by whatever means available. If one is said to exist, ask the victim if he or she possesses a copy. If not, verify the order through other means.
- 4.3.7 Obtain a comprehensive account of the events from all parties. Whenever reasonable and practical, interviews shall be recorded. However, if the victim or witness indicates that he or she does not wish to be recorded, this should be documented in the officer's report and the recording should stop if permitted by policy and law.
- 4.3.8 Interview children at the scene in a manner appropriate to their age. Document any signs of trauma and any apparent wounds or healing of wounds on the children and take appropriate action, in accordance with state law, to prevent imminent harm to the children, such as notifying the appropriate child protective agency.
- 4.3.9 Assess for and document all actual and suspected incidents of violence including physical and sexual abuse, elder or child abuse, property damage, and animal cruelty. Officers who discover any evidence of physical, emotional, or sexual abuse or neglect of minors under the age of eighteen shall, without delay, notify the Department for Children and Families. If an incident involves abuse, neglect, or exploitation of a person sixty years of age or older or of a disabled person eighteen years old or

- older who has a diagnosed physical or mental impairment, the officer shall notify Adult Protective Services without delay.
- 4.3.10 Immediately notify the Department of Corrections if the offender is on probation, parole, or furlough. If the offender is on pre-trial conditions of release, appropriate action should be taken if violations have occurred.
- 4.4 Officer(s) shall not do the following:
- 4.4.1 Make any statement that would discourage a victim from reporting an act of domestic violence.
- 4.4.2 Threaten, suggest, or otherwise indicate the possible arrest of all parties to discourage future requests for intervention by law enforcement personnel.
- 4.4.3 Avoid taking action when probable cause exists because the victim stated prosecution was not desired.
- 4.5 Lethality Assessment Program
- 4.5.1 Definition: Lethality Assessment Program (LAP) is a two-pronged intervention process that features a research-based lethality screening questionnaire and an accompanying protocol referral that provides direction for law enforcement to initiate appropriate action based upon the results of the screening process.
- 4.5.2 Officers should perform a Lethality Assessment Screen with the victim when the domestic violence incident involves an intimate partner relationship and:
- 4.5.2.1 The officer reasonably believes there has been an assault or other act of domestic violence, and/or
- 4.5.2.2 The officer reasonably believes that the victim may face danger once the officer leaves, and/or
- 4.5.2.3 This agency has investigated previous domestic violence incidents at the home or previous incidents involving the family or household members, and/or
- 4.5.2.4 When the officer's training and experience indicates the situation is dangerous, but the officer may lack probable cause to make an arrest. The officer should remain at the scene for a reasonable time until, in the judgment of the officer, the likelihood of further imminent violence has been eliminated or the officer has helped the victim with a safety plan in conjunction with an advocate after completing the LAP screen.
- 4.5.3 When conducting the LAP, the investigating officer shall:
- 4.5.3.1 Advise the victim that he or she will be asked a series of questions to help the officer determine the immediate potential for danger to the victim.
- 4.5.3.2 Ask the questions in the order that they are listed and as written on the form.

- 4.5.3.3 Ask all the questions in assessing the victim. The more questions the victim responds to positively, the clearer and more immediate the potential for danger is to the victim.
- 4.5.4 Assessing the Responses to the Lethality Questions: After the responding officer asks the questions on the Lethality Screening, the information shall be handled as follows:
 - 4.5.4.1 A single “yes” or positive response by the victim to questions #1, 2 or 3 signifies a high danger situation and automatically triggers the protocol referral.
 - 4.5.4.2 If the victim gives negative responses to questions #1 – 3, but positive responses to four or more of questions #4 through 11, this also signifies a high danger situation and triggers the protocol referral.
 - 4.5.4.3 “No” or negative responses, to all of the assessment questions, or positive responses to less than four of questions #4 through 11, may still trigger the referral if the investigating officer believes it is appropriate.
 - 4.5.4.4 The officer should ask the victim the following clarifying questions: ‘Is there anything else that worries you about your safety?’ If the victim answers, “Yes;” then ask, “What worries you?” The response to this question may aid in the decision.
 - 4.5.4.5 Use of the domestic violence lethality screen takes into account the training and experience of a police officer. It’s flexible and relies on the investigating officer acting on that training and experience. If the victim’s responses don’t trigger the referral, but the officer’s assessment of the situation indicates high danger, the officer should still initiate the referral.
 - 4.5.4.6 Officer should check the appropriate screening box with the result of the assessment and indicate if the victim spoke to an advocate.
- 4.5.5 If the referral is not indicated or the victim does not answer the screening questions, the officer should:
 - 4.5.5.1 Advise the victim that domestic violence is dangerous and sometimes fatal.
 - 4.5.5.2 Inform the victim to be alert to signs listed in the assessment because they may convey to the victim that she or he is at an increased level of danger.
 - 4.5.5.3 Refer the victim to Steps to End Domestic Violence (STEPS)
 - 4.5.5.4 Provide the victim with the Department’s telephone number, the case number and the officer’s contact information should the victim wish to discuss the event further or requires additional assistance. This should be done in a discreet manner to not jeopardize the safety of the victim.
 - 4.5.5.5 Indicate in the Incident Report the circumstances and results of the Lethality Assessment that lead to this conclusion.

- 4.5.6 If a danger assessment is made or the officer believes it is appropriate, the referral will be implemented as follows:
 - 4.5.6.1 Advise the victim that this situation indicates that the victim may be at an increased risk of danger and that others in similar situations have suffered serious injury or death.
 - 4.5.6.2 Advise the victim that you would like to call Steps to End Domestic (STEPS) and have the victim speak with an advocate. If the victim declines to speak with an advocate, the officer should:
 - Tell the victim that the officer will contact the domestic violence hotline to receive guidance on how to proceed further.
 - Tell the victim that they would like the victim to reconsider speaking with the hotline advocate and;
 - Ask the victim again if they have reconsidered and would now like to speak with the advocate.
 - Regardless of whether the victim continues to decline to speak with an advocate, the officer should provide the same service they would perform for a victim when a referral is not indicated.
- 4.5.7 If the victim agrees to speak with an advocate:
 - 4.5.7.1 The officer will advise the advocate that the officer has completed an assessment that indicates danger or that the officer believes that the victim may be in danger and would like the advocate to speak with the victim.
 - 4.5.7.2 Officers should not provide the name of the victim and their contact information to the advocate without the consent of the victim.
 - 4.5.7.3 During the conversation between the victim and the advocate, the advocate may ask to speak with the officer regarding the situation.
 - 4.5.7.4 The officer will then be guided by the discussion with the advocate for further assistance.
 - 4.5.7.5 Officers should provide reasonable assistance to the victim if the victim wants to leave the residence.

4.6 Role of the Supervisor

Supervisors shall do the following:

- 4.6.1 Unless circumstances prevent doing so, respond to assist officers investigating incidents of domestic violence or whenever the incident appears to involve a law enforcement officer, prominent citizen, or public official.
- 4.6.2 Review all domestic violence reports for accuracy and consistency and conduct after-action reviews and domestic violence case audits to ensure

officers and investigators are conducting comprehensive, victim-centered, perpetrator-focused investigations.

- 4.6.3 Encourage officers to look for co-occurring and interconnected crimes when responding to domestic violence, to include but not be limited to, stalking, sexual violence, strangulation, firearms prohibitions, protection order violations, intimidation and threats, and abuse of children, elders, and animals.

4.7 Protection Order Enforcement

- 4.7.1 If it has been determined that a protection order or any court mandated restraining order is known to exist, officers shall do the following:
 - 4.7.1.1 Obtain a copy of the order. If no copy is available, officers may use alternative means to verify and establish the terms and conditions as well as service of the order. A copy of the order is not required for enforcement. Officers should never avoid taking action simply because the victim does not have a copy of the order.
 - 4.7.1.2 Enforce the order even if it was issued by another jurisdiction.
 - 4.7.1.3 Determine if the order, or federal, state, or tribal law, prohibits firearm possession by the suspect. If so, officers shall
 - 4.7.1.3.1.1 Encourage the voluntary relinquishment of firearms and ammunition for safekeeping;
 - 4.7.1.3.1.2 Seize unlawfully possessed firearms and ammunition located in plain view or pursuant to a consensual or other lawful search; or
 - 4.7.1.3.1.3 Request a search warrant.
 - 4.7.1.4 Enforce custody provisions in accordance with Vermont law and language of the order.
 - 4.7.1.5 Document order information in the report including verification and terms of order.
 - 4.7.1.6 Document violations and prepare a report even if the suspect is not on scene. Attempts must be made to locate and arrest the suspect.
 - 4.7.1.7 Never penalize or arrest the petitioner for violation of the restrictions detailed in the order.

4.8 The Arrest Decision

- 4.8.1 Officers shall never ask the victim if he or she wants the suspect to be arrested.
- 4.8.2 Officers shall make a warrantless arrest in accordance with Vermont law, as part of the preferred arrest response; if probable cause exists to believe that a person has committed a crime involving domestic violence as defined by law or has violated a protection order.

- 4.8.3 Officers shall follow this agency's policy on identifying and responding effectively to a child, present or not present, whose parent is arrested in accordance with the Vermont protocol for Law Enforcement Response to Children at the Scene of a Domestic Violence Incident.
- 4.8.4 When making arrest decisions, officers shall consider which individual appears to be the predominant aggressor.
- 4.8.5 If an arrest is not made, the officer must provide an explanation in his or her report as to the reasons why.
- 4.8.6 When an arrest cannot be made due to lack of probable cause, the officer should explain to the victim the reasons that an arrest is not being made, and facilitate contact with Steps against Domestic Violence (STEPS) for information regarding counseling and other services.
- 4.8.7 Dual arrests are strongly discouraged. If an officer has probable cause to believe that two or more persons committed a crime and probable cause exists to arrest both parties, the arresting officer is encouraged to contact his or her supervisor before proceeding with the arrests. In the event of a dual arrest, a separate report for each arrest should be written and filed and should include a detailed explanation indicating the probable cause for each arrest.

4.9 Victim Safety and Protection

Officers shall do the following:

- 4.9.1 Remain at the scene of the incident until the situation is under control.
- 4.9.2 Provide victims with information about
 - 4.9.2.1 Obtaining an order of protection, if legally permissible;
 - 4.9.2.2 Local domestic violence service providers;
 - 4.9.2.3 Victim compensation;
 - 4.9.2.4 Parole or release dates and notification services that provide this information, such as Victim Information and Notification Everyday (VINE); and
 - 4.9.2.5 Incident report number and officer contact information.
- 4.9.3 Advise the victim what to do if the suspect or others harass or intimidate the victim, witnesses, or others.
- 4.9.4 Assist the victim in establishing a safety plan, whether or not he or she plans to remain with the suspect.

4.10 Incident Documentation

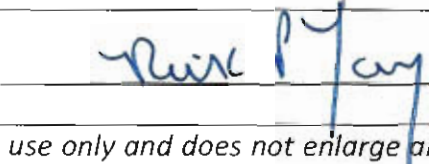
- 4.10.1 Officers shall complete a thorough, detailed report following response to or investigation of a report of domestic violence, whether or not an arrest is made.
- 4.10.2 In addition to routine documentation regarding the incident, the officer should ensure that elements as they relate to the domestic violence relationship are captured, including, but not limited to the following:

- 4.10.2.1 Observations upon approach
 - 4.10.2.2 Relationship of parties involved
 - 4.10.2.3 History of relationship
 - 4.10.2.4 Current or past protection orders
 - 4.10.2.5 Prior calls to the location involving the suspect
 - 4.10.2.6 Probation or parole status of the suspect
 - 4.10.2.7 Information on co-occurring crimes to include but not be limited to, stalking, sexual violence, strangulation, firearms prohibitions, protection order violations, intimidation and threats, and abuse of children, elders, and animals
 - 4.10.2.8 Details of any children present
 - 4.10.2.9 All threats and intimidation tactics used by the suspect
 - 4.10.2.10 Presence or use of firearms or weapons
- 4.11 Post-Incident Follow-up
- 4.11.1 An agency representative shall be designated to review and follow up on cases of domestic violence. The agency representative will complete a case review, evidence collection, and assistance with victim resources such as restraining orders and contact with STEPS to end Domestic Violence.
 - 4.11.2 Following an arrest, the agency designee shall notify victims of any conditions of bail and advise the victim of his or her right to request revocation of bail from the state, county, or city attorney's office if the conditions are violated.
- 4.12 Collaboration and Training
- 4.12.1 This agency will establish or maintain ongoing partnerships with local community stakeholders and victim advocacy organizations to develop a holistic approach to responding to victims of domestic violence and ensure they are notified of all available resources.
 - 4.12.2 All agency personnel shall receive comprehensive mandatory instruction on this policy on an annual basis. Training shall also include updates of applicable law, safety of officers and the dynamics of domestic violence.

ESSEX POLICE DEPARTMENT

Operational Directive



Date Issued: June 18, 2020	Number: 2.5.6
Duty to Intervene	<input checked="checked" type="checkbox"/> New <input type="checkbox"/> Amends <input type="checkbox"/> Rescinds
Authorized Signature:	 Chief of Police
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: June 18, 2020	Review Date: June 18, 2021

1.0 PURPOSE

It is the purpose of this policy to explain the legal and moral obligation members have regarding their duty to intervene. This duty is embodied in the law enforcement officer's code of ethics, and in the law. Agency members shall have a clear understanding of this agency's expectations pertaining to conduct and activities while on and off-duty.

A law enforcement officer has an affirmative duty to intervene on behalf of a citizen whose constitutional rights are being violated in his or her presence by other officers.

Officers of this agency also have a duty to intervene when they observe or hear conduct by a fellow member of this agency that is unethical, clearly violates the law, or violates agency policy.

2.0 **Protection:** This agency is committed to protecting officers who act on their duty to intervene to prevent or minimize misconduct by another agency member.

3.0 DEFINITIONS:

- A. **Intervene** – To come between, whether verbally or physically, so as to prevent or alter a result or course of events.

4.0 DUTY TO INTERVENE

- A. **Use of Force:** Officers of this agency have an affirmative duty to intervene if they witness a use of force that is clearly unreasonable. Any officer present and observing another officer using force that is clearly beyond that which is reasonable under the circumstances shall, when in a position to safely do so, intervene to prevent the use of unreasonable force. An officer who observes another employee use of force that exceeds the degree of force permitted by law should promptly report these observations to a supervisor.
- B. Officers of this agency must recognize and act upon the duty to intervene to prevent or stop any member from conducting any act that is unethical, or that violates the law or an agency policy (e.g., excessive force, theft, fraud, inappropriate language, sexual misconduct, harassment, falsifying documents, inappropriate behavior, etc.). Intervention may be verbal and/or physical. Failure to intervene may subject an officer of this agency to disciplinary and or legal action.

5.0 REQUIRED ACTION – Agency Member

- A. Officers should take a **preventive approach toward misconduct**. When an officer observes behavior that suggests another officer is about to conduct illegal, unethical or inappropriate behavior the officer should intervene verbally or physically, depending on the circumstances.
 - i. **EXAMPLE:** While conducting a motor vehicle stop for a minor traffic violation, you notice the primary officer raising his/her voice and becoming increasingly agitated with the driver, despite the driver's cooperative demeanor. In an attempt to deescalate the situation you could get the officer's attention to break his/her agitation, walk up next to the officer and ask a follow up question of the driver to slow down the interaction and give the primary officer a chance to collect him/herself, or ask the officer to come speak to you away from the car in order to diffuse the situation.
- B. If verbal interventions are not sufficient to stop the act, come between the offending officer and the other individual involved.
 - i. **EXAMPLE:** You observe an officer using a prohibited chokehold while restraining a subject during an arrest. Based on your training and department policy this use of force is unreasonable. You tell the officer to "get off his neck", but the officer

continues to apply the hold. When it is safe to do so you should intervene by pulling the officer's arm away from the neck area and assisting in the handcuffing. The arrestee should then be placed in a recovery position that facilitates breathing i.e. sitting, standing or on the side.

- ii. Notify a supervisor after conducting any type of intervention, when safe to do so.
- iii. When a physical intervention was performed, document the incident in writing.

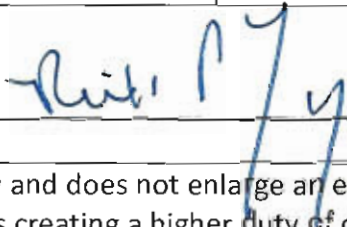
C. Render Aid: If any person is injured and requires medical attention, officers of this agency will render aid in accordance with their training and request medical assistance when necessary.

D. Supervisor Responsibilities:

- i. Once learning of an incident involving an officer intervening with another officer, separate all officers involved in the incident.
- ii. Conduct a preliminary investigation to gather any pertinent information that would coincide with the reason for the intervention (e.g., witnesses, BWC footage, videos, area canvass, etc.).
- iii. Ensure all parties involved in the incident complete a report detailing the circumstances that led to the intervention and what, if anything, occurred once the member intervened.
- iv. Determine whether the actions leading to the intervention constitute misconduct, unethical behavior, or potential criminal conduct and create report.
- v. If appropriate, consider making a recommendation that the member who intervened receive recognition for his/her actions.

ESSEX POLICE DEPARTMENT
Operational Directive



Date Issued: November 19, 2003 September 1, 2014 July 1, 2016 October 23, 2019	Number: 1.3.3
WORK RULES Fair and Impartial Policing	<input type="checkbox"/> New <input checked="" type="checkbox"/> Amends <input type="checkbox"/> Rescinds
Authorized Signature: <u></u> Chief of Police	
This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.	
Date Implemented: October 23, 2019	Review Date: October 23, 2020

PURPOSE

The purpose of this policy is to require that all Essex Police Department members conduct policing in a fair and impartial manner, to clarify the circumstances in which officers can consider personal characteristics, or immigration status, when making law enforcement decisions and to reinforce processes and procedures that enable us to provide services and enforce laws in an equitable and impartial way.

Introduction

Employees are prohibited from engaging in biased policing. This means no member of The Essex Police Department shall take actions based on any personal characteristics, or immigration status, except as described below, in the services our employees provide to the community in connection with our law enforcement activities.

Because partnership with Vermont residents is the most effective way to ensure public safety, maintaining the public's trust is a primary concern. To secure this trust, personal characteristics or immigration status, should have no adverse bearing on an individual's treatment in custody.

Enforcement of civil immigration law is a federal responsibility and agencies should not engage in such enforcement except as otherwise outlined in this policy. Vermont residents are more likely to engage with law enforcement and other officials by reporting emergencies, crimes, and acting as witnesses; to participate in economic activity; and to be engaged in civic life if they can be assured they will not be singled out for scrutiny on the basis of the personal characteristics or immigration status.

To achieve these objectives the Essex Police Department will implement a combination of best practices including but not limited to: hiring, in-service training, policy development, supervision, reporting and investigative processes, appropriate discipline, and community outreach/partnerships.

POLICY

2.0 Definitions

- 2.1 “Biased policing” is conduct by law enforcement officers motivated by an individual’s actual or perceived or self-identified personal characteristics.
- 2.2 “Personal characteristics”: May include but is not limited to actual or perceived identity, race, ethnicity, national origin, color, gender, sexual orientation, gender identity, marital status, mental or physical disability, age, religion and socio-economic status.
- 2.3 “Immigration status”: Generally refers to the legal rights, if any, of a non-citizen to enter or remain in this country. Examples include, without limitation, “lawful permanent resident,” “temporary worker,” “refugee,” and “undocumented.”
- 2.4 “Reasonable suspicion”: Suspicion, for which an officer can articulate factual reasons, does not need to rise to the level of probable cause.
- 2.5 “Probable cause”: Facts or circumstances that would lead a reasonable person to believe that a crime has been committed, or is being committed, or is about to occur.
- 2.6 “Member” or “employee”: any employee employed by the Essex Police Department regardless of their assigned tasks or duties.
- 2.7 “Federal immigration authorities”: federal agencies, departments, or employees or contractors thereof, tasked with enforcement of immigration law and border entry, including without limitation, the Department of Homeland Security (DHS), Immigration Control and Enforcement (ICE), and U.S. Customs and Border Patrol (CBP).

3.0 Policing Impartially

- 3.1 As required by law, all enforcement actions by law enforcement officers, such as investigation, detentions, traffic stops, arrests, searches and seizures, etc. must be based on reasonable suspicion, probable cause or other or relevant exigent circumstances, supported by articulable facts, circumstances, and conclusions that support the given action.
- 3.2 Department members may take into account reported race, ethnicity or other personal characteristics of persons based on credible, reliable, locally relevant, temporally specific information that links a person of specific description to particular criminal incidents and is combined with other identifying information.

- 3.3 Under federal and state law, law enforcement agencies are required to provide qualified interpretation services, either in person or telephonically, to any person in need of it. Department members shall not contact federal immigration authorities for interpretation services, unless a clear emergency requires it and qualified interpretation services are not available through any other means. Unless one of the exceptions included in Section VIII applies, the Department member shall not ask about the immigration status of the person for whom interpretation is sought.

4.0 Community Relations

- 4.1 To cultivate and foster transparency and trust with all communities each member shall do the following when conducting pedestrian and vehicle stops or otherwise interacting with members of the public unless circumstances indicate it would be unsafe to do so:
- 4.2 Be courteous and professional;
- 4.3 Introduce him/herself to person (providing name and Department affiliation), and state the reason for the stop as soon as practicable unless providing this information will compromise officer or public safety, or a criminal investigation;
- 4.4 Ensure that a detention is no longer than necessary to take appropriate action for the known or suspected offense and the department member conveys the purpose of the reasonable delays;
- 4.5 Provide Department member's name verbally when requested. Department members may also provide the information in writing or on a business card;
- 4.6 In addition to the above, officers should answer relevant questions the person may have if doing so will not compromise safety and/or the investigation.

5.0 Responding to Bias-Based Reports or Reports Regarding Bias from the Community

- 5.1 If any Department member or employee receives a call for service that appears to be based solely on an individual's perceived personal characteristics or immigration status, the Department member will attempt to ascertain if there are other circumstances or facts that would constitute reasonable suspicion or probable cause. If the complainant can offer no further information, the complainant will be advised that the shift supervisor will be in contact at the first opportunity.
- 5.2 The shift supervisor should attempt to familiarize the caller with the department's Fair and Impartial Policing policy. If the caller is concerned about the person's perceived immigration status, the caller should be referred to federal authorities.
- 5.3 At the conclusion of the call, the shift supervisor will document the contact using department incident report system.
- 5.4 If a Department member receives a report of a potentially biased or hate-motivated incident, Department shall either dispatch an officer to evaluate the complaint or refer the caller to the officer in charge.

6.0 Training

- 6.1 The department will ensure that, at a minimum, all members and employees are compliant with Council and legislative requirements regarding fair and impartial policing training.

- 6.2 Additional trainings may include but not be limited to instruction on anti-bias, power and privilege, non-English speaking communities, undocumented communities, and victim/witness services.

7.0 Accountability and Compliance

- 7.1 The process for making a complaint shall be readily available to the public. Reasonable efforts should be made to accommodate language barriers.
- 7.2 All department members are required to promptly report allegations, complaints or knowledge of biased policing or suspected violations of this policy to their supervisor and the department's internal investigation function. Where appropriate, employees are required to intervene at the time the biased policing incident occurs.
- 7.3 State law requires all Vermont law enforcement agencies to conduct valid investigations of alleged biased law enforcement, even if the named member or employee resigns. Effective July 1, 2018, the Department is required to report to the Criminal Justice Training Council instances in which officers have willfully engaged in biased law enforcement or substantially deviated from policies prohibiting such enforcement. The regulating authority may, in turn, impose sanctions up to revocation of officers' certification.
- 7.4 Violations of the policy shall result in appropriate disciplinary action as set forth in the department's rules and regulations. Supervisors shall ensure that all employees in their command are familiar and in compliance with the content of this policy. Supervisors will be alert for and respond to indications of potential biased policing.

8.0 Establishing Identity

- 8.1 Department members may make attempts to identify any person they detain, arrest, or who come into the custody of the Department.
- 8.2 Acceptable forms of identification, which must include a photograph of the individual, include, but are not limited to, driver's licenses from any U.S. state or foreign country, government-issued IDs by a U.S. jurisdiction, foreign passports, and consular ID cards. All identification is subject to reasonable scrutiny and follow-up for authentication consistent with the provisions of this policy.
- 8.3 An individual shall not be stopped or detained solely for the purpose of establishing his or her identity. However, if the individual has already been stopped for a lawful purpose, he or she may be subject to objectively reasonable additional detention in order to establish identity (e.g., inquiry into identity during the course of a lawful traffic stop).
- 8.4 In exercising their discretion to use federal resources to establish an individual's identity, Department members should remain mindful that (1) their enforcement duties do not include civil immigration enforcement and (2) the Department stands by its mission to serve all Vermonters, including immigrant communities, and to ensure trust and cooperation of all victims/witnesses. Contact with federal authorities made to determine an individual's identity is restricted to the purpose of determining his or her identity, though this provision does not prohibit any communication governed by 8 U.S.C. §§ 1373 and 1744. See Section XI below.

9.0 Due Process, Immigration and Citizenship Matters

- 9.1 Federal Civil Immigration Law: Stops, Detention, Arrests and Administrative Warrants/ Detainers
- 9.2 Department members do not have authority to enforce federal civil immigration law. The Constitution's Fourth Amendment and the Vermont Constitution's Article 11 right against unreasonable search and seizure apply equally to all individuals residing in Vermont.
- 9.3 Department members will not inquire of a person about that person's immigration status unless it is necessary to the ongoing investigation of a criminal offense. Department members shall not use individual personal characteristics to ask about or investigate immigration status. This directive does not apply to communications governed by 8 U.S.C §§ 1373 and 1644. See Section XI below.
- 9.4 Department members shall not facilitate the detention of undocumented individuals or individuals suspected of being undocumented by federal immigration authorities for suspected civil immigration violations. This directive does not apply to communications governed by 8 U.S.C §§ 1373 and 1644. See Section XI below.
- 9.5 Department members shall not initiate or prolong stops for the purpose of enforcing civil immigration matters, such as suspicion of undocumented status, nor shall they prolong stops for the purpose of allowing federal immigration authorities to conduct such investigation.
- 9.6 Department members shall not arrest or detain any individual based on an immigration "administrative warrant" or "immigration detainer." These documents have not been issued or reviewed by a neutral magistrate and do not have the authority of a judicial warrant. In addition, these documents do not meet the probable cause requirements of the Fourth Amendment and Article 11 of the Vermont Constitution.
- 9.7 Department members shall not hold for, or transfer people to, federal immigration agents unless the federal agents provide a judicial warrant for arrest. An immigration detainer is not a warrant and is not reviewed by a judge, and therefore is not a lawful basis to arrest or detain anyone. Valid criminal warrants of arrest, regardless of crime, shall not be confused with immigration detainers. This provision does not affect the proper handling of arrests and detentions associated with judicially-issued criminal arrest warrants.
- 9.8 In assessing whether to seek continued custody under Vermont Rule of Criminal Procedure 3, Department members shall not presume that undocumented individuals necessarily present a risk of flight. Instead, such judgments shall be made on the facts presented in each case, rather than made simply on the basis of immigration status. In addition, personal characteristics shall not be used as a reason to arrest someone instead of citing them, and personal characteristics shall not impact the decision on whether to seek continued custody pursuant to Vermont Rule of Criminal Procedure 3.
- 9.9 Personal characteristics and/or immigration status, including the existence of a civil immigration detainer, shall not affect the detainee's ability to participate in pre-charge or police-initiated pre-court processes such as referral to diversion or a Community Justice Center.

10.0 Federal Criminal Law: Border Crossings

- 10.1 Department members have authority to enforce federal criminal law. Unauthorized border crossings by persons who are not U.S. citizens or nationals can be a federal

crime. (Generally speaking, unauthorized entry is a misdemeanor and unauthorized re-entry following prior deportation or immigration removal is a felony.). All laws and constitutional rights applicable to criminal investigations apply to the enforcement of federal criminal law.

- 10.2 However, mere unauthorized presence in the country (e.g., overstaying a visa) is not a federal crime, but a civil infraction.
- 10.3 As stated in Section VIII(a), Department members shall not inquire of a person about that person's immigration status unless it is necessary to the ongoing investigation of a criminal offense. Department members shall not use individual personal characteristics to ask about or investigate immigration status. (For example, they cannot ask someone about immigration status merely on the basis race, color, or perceived national origin.) This directive does not apply to communications governed by 8 U.S.C §§ 1373 and 1644. See Section XI below. If a Department member is contacted by federal authorities please refer to Section XI, Collaboration with Federal Immigration Officers.

11.0 Victim and Witness Interaction

- 11.1 The cooperation of immigrant communities is essential to prevent and solve crimes and maintain the safety and security of all residents. The following provisions are intended to support crime victims/witnesses and enhance trust between the police and community.
- 11.2 Department members shall not ask about or investigate immigration status of crime victims/witnesses, except as allowed in subsections (b) and (c) below. Federal law does not require law enforcement officers to ask about the immigration status of crime victims/witnesses.
- 11.3 To effectively serve immigrant communities and to ensure trust and cooperation of all victims/witnesses, Department members will not ask about, or investigate, immigration status of crime victims/witnesses unless information regarding immigration status is an essential element of the crime (such as human trafficking).
- 11.4 If a victim/witness is also a suspect, Department members should follow the provisions in Section VII related to stops, detention and arrest and Section VIII(a) related to ongoing criminal investigations.
- 11.5 Department members will ensure that individual immigrants and immigrant communities understand that full victim services are available to documented and undocumented victims/witnesses. Department members should communicate that they are there to provide assistance and to ensure safety, and not to deport victims/witnesses. In considering whether to contact federal authorities pursuant to 8 U.S.C. § 1373, Department members should remain mindful that (1) their enforcement duties do not include civil immigration enforcement and (2) the Department stands by its mission to serve all Vermonters, including immigrant communities, and to ensure the trust and cooperation of all victims/witnesses.
- 11.6 Department members may, in appropriate situations, advise an individual that if they are undocumented they may be eligible for a temporary visa.

12.0 Collaboration with Federal Immigration Officers

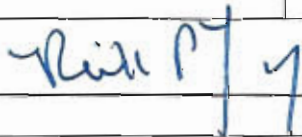
- 12.1 Department members have no obligation to communicate with federal immigration authorities regarding the immigration or citizenship status of any individual. Two federal statutes, 8 U.S.C §§ 1373 and 1644, provide that local and state agencies and officials may not prevent or restrict their employees from communicating with other government officials (for example, ICE or CBP) regarding an individual's "citizenship or immigration status". Department and members shall apply this policy in a manner consistent with the lawful operation of these two statutes.
- 12.2 Information about an individual that is outside the scope of Sections 1373 and 1644 (i.e., information other than "citizenship or immigration status") should not be shared with federal immigration authorities unless there is justification on the grounds of (i) public safety, (ii) officer safety, or (iii) law enforcement needs that are not related to the enforcement of federal civil immigration law.
- 12.3 Sweeps intended solely to locate and detain undocumented immigrants without reasonable suspicion or probable cause of a crime shall not be conducted unless acting in partnership with a federal Department as part of a formal agreement entered into by the governor.
- 12.4 Individual Department members are not permitted to accept requests by ICE or other agencies to support or assist in operations that are primarily for civil immigration enforcement. This directive does not apply to communications governed by 8 U.S.C §§ 1373 and 1644.
- 12.5 Unless ICE or Customs and Border Patrol (CBP) agents have a judicially-issued criminal warrant, or Department members have a legitimate law enforcement purpose exclusive of the enforcement of civil immigration laws, Department members shall not propose granting ICE or CBP agents access to individuals in Department's custody.

SAVINGS CLAUSE

Pursuant to 8 U.S.C §§ 1373 and 1644, The Essex Police Department may not prohibit, or in any way restrict, any government agent or official from sending to, or receiving from, federal immigration authorities' information regarding the citizenship or immigration status, lawful or unlawful, of any individual. The Essex Police Department also may not prohibit, or in any way restrict, the sending, receiving, maintaining, or exchanging information regarding the immigration status of any individuals. Nothing in this policy is intended to violate 8 U.S.C §§ 1373 and 1644.

ESSEX POLICE DEPARTMENT
Operational Directive



Date Issued: May 25, 1995 May 1, 2000 August 8, 2005 February 19, 2016	Number: 2.10.1
FIREARMS Use and Training	<input type="checkbox"/> New <input type="checkbox"/> Amends <input checked="" type="checkbox"/> Rescinds
Authorized Signature: <u></u> Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: <u>2/19/14</u>	Review Date: <u>2/1/2021</u>

1.0 PURPOSE

- 1.1 To provide standards for members in firearms training, use and maintenance in an effort to prepare members prior to any life-threatening situations which may arise.

2.0 POLICY

- 2.1 Members while acting in the capacity of a law enforcement officer shall be armed only with Department issued or approved firearm(s), except for unforeseen emergencies.
- 2.2 All members will carry their Department issued or approved firearm, ammunition and, if not in uniform, an identification card while in a Department vehicle, unless otherwise directed by the member's Division Commander.
- 2.3 A member shall not be authorized to carry a firearm in the performance of law enforcement duties without first qualifying with that firearm.

2.4 Definitions

- (I) Primary Firearm - Department issued firearm.
- (II) Secondary Firearm - A second firearm carried by a member in addition to his/her primary firearm. This shall include rifles, shotguns and carbines, hereinafter referred to as long guns.
- (III) Personal Firearm - For the purpose of this policy, a firearm carried by a member in lieu of his/her primary firearm and not issued by the Department.

- 2.5 Division Commanders may grant permission to carry a personally owned firearm as a primary firearm for special occasions, but only after the procedures outlined in this policy have been followed. Carrying of personally owned firearms is discouraged.
- 2.6 A secondary firearm will be carried only with the approval of the Lead Firearms Instructor, and then only after the member has followed the same procedure required for carrying an issued or personally owned firearm.
- 2.7 Firearms must be mechanically safe and free from any alterations, which might adversely impact the safety of the member or the public.
- 2.8 Only approved ammunition shall be used in Department issued or approved firearms. Reloaded or re-manufactured ammunition is prohibited.
- 2.9 Laser sighting devices are allowed after they are inspected and approved by the Lead Firearms instructor.
- 2.10 All members will be trained in the use and maintenance of Department issued or approved firearms.
- 2.11 Members will qualify at least twice each year with their Department issued or approved firearm. The time for qualifications shall be prescribed by the Department's Firearms Instructor and shall be on a course, which equals or exceeds the minimum standards set by the Vermont Criminal Justice Training Council.
- 2.12 All firearms will be inspected twice each year by a Firearms Instructor to insure proper maintenance.
- 2.13 Records shall be maintained by the Firearms Instructors of all training sessions and inspections, in addition to those maintained in the Department's training records.
- 2.14 Failure to meet Department standards in qualification, maintenance, or training will result in the member being immediately assigned to administrative duty and shall not carry a firearm until qualification standards are met.

- 2.15 The discharge of a firearm by a member of this Department resulting in injury or death to a person shall be immediately reported to the Chief of Police through the chain of command.
- 2.16 A member discharging a firearm in the performance of duty, other than as outlined in 2.15 of this Article and except for training purposes, shall immediately notify his/her supervisor, if available, and shall then forward a written report to his/her Division Commander and the Use of Force Coordinator as soon as practicable detailing the circumstances surrounding the firearm discharge.
- 2.17 Nothing in this policy is intended to preclude a member from using an unapproved firearm or unauthorized ammunition when confronted with an emergency situation.
- 2.18 Failure to comply with these guidelines will result in a notation within the firearms training records advising the employee that they are not qualified with a particular weapon. If the employee continues to carry said firearm, he/she shall assume any and all liability associated with that practice.

3.0 PROCEDURES

- 3.1 All firearms purchased or issued by this Department or considered for approval for law enforcement use will first be inspected by the Departments Lead Firearms Instructor to insure that the firearms meet or exceed Department standards. Those firearms that do not meet Department standards, are mechanically unsafe, or that have modifications which may threaten the safety of a member or the public, will not be approved for use. Firearms approved for issue and use by a member will be test fired.
- 3.2 Requests to carry a personally owned, or secondary firearm, on duty will be submitted through the chain of command to the member's Division Commander. If approved by the Division Commander, the request shall then be forwarded to the Department Lead Firearms Instructor, who shall arrange for the examination of the firearm. The member shall then schedule proficiency testing with the Firearms Instructor. When the examiner and instructor are able to certify to the Division Commander that the requesting member and equipment have met Departmental standards, written approval shall be sent to the requesting member by the Division Commander through the Chain of Command. No other member is authorized to use this weapon.
- 3.3 Use of long guns shall be in accordance with guidelines as set forth in Department procedures.
 - (I) If a critical incident permits time for tactical pre-planning, the Supervisor shall assign responding members to positions where long guns, or sidearms are determined to be necessary.

- (II) The Shift Supervisor shall insure that long guns are deployed on each shift, insuring that at least one bean bag gun is on the road at all times.

A. Rifles

- 1) The rifle is not the primary shoulder arm of the uniformed member; however, a member may carry the weapon upon successful completion of a rifle qualifying course. When carried in the Cruiser, the rifle shall be either in the cruiser gun lock or in a case in the trunk of the vehicle.
 - (i) No member shall buy or possess any fully automatic weapon for use on duty unless it is the property of the Department and has been assigned to the member.
 - (ii) Rifles shall be carried with the chamber empty, all rounds stored in the magazine, and the safety on.
 - (a) Patrol rifles shall have iron sights and shall have no optical sights unless supplied by the department. Slings and flashlights are allowed.

- (III) Carrying and Storing of Firearms

A. Policy

- 1) Each member is responsible for the custody and safekeeping of all firearms assigned to, carried by, or used by him/her in any manner covered by this policy.
- 2) Firearms shall never be left where unauthorized persons may have or gain access to them.
- 3) Firearms shall be kept clean and in serviceable condition subject to inspection by the Shift Supervisor or Firearms Officer.
- 4) Firearms in unattended vehicles must be locked in an appropriate rack or in a case in the trunk of said vehicle.
- 5) When an assigned vehicle is left for repairs or servicing, the member to whom it is assigned shall ensure that all firearms are removed from the vehicle.
- 6) No member shall remove or cause to be removed any safety device from a firearm.

B. Shotgun, Rifle, and Bean Bag Guns

- 1) Shotguns and Bean Bag Guns shall be carried in an appropriate gun rack while the member is on duty in a Patrol Unit.
 - 2) At other times, the shotgun or rifle may be carried in the trunk but must always be available for use and/or inspection.
 - 3) Rifles shall be carried in an appropriate gun rack or in a case in the trunk.
- 3.4 Such approval shall be voided should any intentional or accidental alteration be made to the personally owned firearm.
- 3.5 The maintenance and repair of a personally owned firearm shall remain the responsibility of the owner; Department personnel and materials shall not be used to maintain or repair such firearms.
- 3.6 Firearms Qualification
 - (I) Qualification sessions will be conducted four times a year during the times specified by the Department's Firearms Instructors.
 - (II) It shall be the responsibility of the Division Commander to ensure all personnel under his/her command attend at least two "day" qualifications and one "low light" qualification.
 - (III) All members shall qualify with the firearm(s) and ammunition that they are issued and use in the performance of their duties. Personally owned weapons approved for use on duty shall be brought to the range during qualifications.
 - (IV) A member will be allowed to carry a secondary firearm upon successful completion of a standard qualification course for the specific weapon as defined by the Firearms Instructor. The Firearms Instructor will record and retain the qualification results only as pass/needs improvement. The Training Officer shall ensure the member's commanding officer is notified as to whether he/she did or did not qualify.
 - (V) Every member of the rank of Sergeant and below shall be required to fire the Department issued shotgun and ammunition on a course prescribed by the Firearms Instructor to familiarize the member in its operation.
 - (VI) The qualifications referenced in this policy are contingent on the availability of the range and ability of a member to attend training. These determinations will be made by the Chief of Police.
- 3.7 Maintenance and Inspection
 - (I) All firearms will be cleaned promptly after they have been issued and periodically thereafter utilizing the standard procedures taught by the Firearms Instructor.

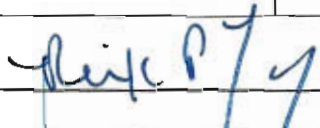
- (II) Only Department issued lubricants and solvents will be used in the maintenance of Department issued or approved firearms and in a manner prescribed by the Firearms Instructors.
- (III) All firearms being cleaned during work hours at the station shall be done in an area provided by the shift supervisor.
 - A. This area shall contain no other personnel. All loading and unloading shall be done with the muzzle pointed in a safe direction.
- (IV) All firearms will be inspected at least twice each year by a Firearms Instructor with the approval of a Supervisor. The results will be placed on the inspection form. The original inspection form, provided by the Firearms Instructor, will be submitted to the Division Commander. A copy will be kept in an administrative file.

3.8 Cleaning Procedures

- (I) All cleaning and maintenance of the firearm will be done in accordance with the .40 caliber maintenance instructions as provided in the training manual supplied with the firearm.

ESSEX POLICE DEPARTMENT
Operational Directive



Date Issued: May 25, 1995 May 1, 2000 March 28, 2015	Number: 2.3.1
TRAFFIC ENFORCEMENT High-Speed Pursuit	<input type="checkbox"/> New <input type="checkbox"/> Amends <input checked="" type="checkbox"/> Rescinds
Authorized Signature: <u></u> Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: <u>3/28/2015</u>	Review Date: <u>3/1/2020</u>

1.0 PURPOSE

- 1.1 To define and establish guidelines, which will be followed by all members in situations in which apprehension of an individual, will require a high-speed pursuit. High speed pursuit means an active attempt by a law enforcement officer, on duty in a car, to apprehend one or more occupants of a moving motor vehicle, providing the driver of such vehicle is aware of the attempt and is resisting apprehension by maintaining or increasing his/her speed or by ignoring the law enforcement officer's attempt to stop him/her.
- (I) Routine radar operation, which requires short-term pursuit and apprehension, or other short-term vehicle pursuits, i.e., stopping of a speeder or other motor vehicle violator, are excluded from this policy.
- 1.2 Due to each member's dual responsibility to promote public safety and enforce the law, each member carries a tremendous burden in making decisions regarding high-speed pursuits. This policy is not intended to divest each member of his/her own responsibility to make such judgments but rather to recognize the principle that despite the urgency of the pursuit, it is each member's responsibility to weigh the

dangers to innocent parties and at all time to drive with due regard for the safety of others.

2.0 POLICY

- 2.1 Unless a supervisor is not available, a member will notify his/her supervisor and obtain approval from the supervisor as soon as possible after initiating a high-speed pursuit. Notification shall include:
 - (I) The reason for the pursuit,
 - (II) The offense,
 - (III) Road and traffic conditions,
 - (IV) Location, direction and approximately speed of the vehicle being pursued,
 - (V) Description of the vehicle and its occupants, if possible.
- 2.2 After being notified, the supervisor shall be responsible for deciding whether or not a high-speed pursuit is authorized.
 - (I) In reaching his/her decision, the supervisor will take into account the following factors:
 - A. Offense committed
 - B. Has operator been identified?
 - C. Traffic conditions.
 - D. Weather conditions.
 - E. Capabilities of member.
 - F. Alternatives other than pursuit.
 - G. Is reckless operation by suspect putting others at unacceptable risk?
- 2.3 The supervisor will order that a pursuit be discontinued or continued only at a reduced speed whenever the hazard of its continuance exceeds the relative value of an apprehension.
- 2.4 The supervisor will have the dispatcher do the following:
 - (I) Notify other units of the pursuit.
 - (II) Direct other patrol units to communicate car to car when necessary.
 - (III) Notify neighboring jurisdictions of a pursuit approaching their boundaries.
- 2.5 At no time during a pursuit will there be more than one primary vehicle involved.
- 2.6 The closest vehicle in a pursuit shall normally become the primary vehicle and shall remain as the primary vehicle until told otherwise by the supervisor or a situation arises which forces a change.

- 2.7 At no time during a pursuit will there be more than two secondary vehicles involved. Secondary vehicles shall remain not closer than an approximate distance of 25 car lengths behind the primary vehicle until the time of apprehension.
- 2.8 The functions of the secondary vehicles are to assist the primary vehicle in the apprehension of the violator and to continue the pursuit should the primary vehicle be disabled.
- 2.9 The secondary vehicles shall not pass the primary vehicle unless requested to do so.
- 2.10 If the operator of an unmarked vehicle initiates the pursuit, the operator shall turn over the responsibility of the primary vehicle to a marked unit when one becomes involved in the pursuit. The unmarked vehicle may continue as a secondary vehicle.
- 2.11 At all times during a pursuit the blue lights and siren will be activated on both the primary and secondary vehicles.
- 2.12 When it becomes apparent to the operator of the primary vehicle that the danger of accident or injury outweighs the necessity to apprehend the violator, the pursuit shall be discontinued.
- 2.13 The operator of the primary vehicle shall have the option of terminating the pursuit at any time without authorization.
- 2.14 Tactics for stopping the pursued vehicle.
- (I) Boxing-In A running roadblock or the surrounding of a law violator's vehicle with pursuit vehicles which are then slowed to a stop, along with the law violator's vehicle.
- A. The use of boxing-in (with two or more pursuit vehicles) on a limited access highway is permitted when the member believes the violator has committed, attempted to commit, or is attempting to commit a felony and there is a substantial risk that the violator will cause death or serious physical injury to others if apprehension is delayed.
- B. The use of boxing-in (i.e., running roadblocks) on a highway which maintains two-way traffic should only be used if the above criteria in (A) has been met and a safe sight distance can be maintained.
- (II) Ramming The deliberate act of hitting a law violator's vehicle with a pursuit vehicle for the purpose of functionally damaging or forcing the violator's vehicle off the roadway. Ramming shall be considered the use of deadly force and members shall be guided by Section II, Force, Chapter 5, Article I, Use of Deadly Force.

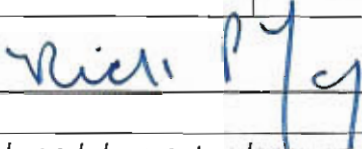
- A. Ramming will only be used as a last resort after all other reasonable means of stopping the violator have failed, and where the member believes the violator has committed, has attempted to commit, or is attempting to commit a felony which involves the use or the threatened use of deadly force, and there is a substantial risk that the pursued law violator will cause death or serious physical injury to others if apprehension is delayed.
- 2.15 Upon approaching intersections, stop or yield signs, traffic lights, and other traffic control devices, primary and secondary vehicles will proceed cautiously and yield the right of way to traffic either unaware of or unresponsive to the siren and blue lights.
- 2.16 A critique of all pursuits shall be made by the members involved with a summary being made by the supervisor which shall include but not be limited to equipment, communications, driving techniques, and any problems encountered. This summary will be given to the Patrol Commander and if deemed appropriate by the Patrol Commander it shall be forwarded to the Chief of Police.
- 2.17 All members will also comply with 23 V.S.A. Sec. 1075(a), which states:

The operator of a motor vehicle, including authorized emergency vehicles under Section 1015, upon meeting or overtaking a vehicle (school bus) marked and equipped as provided in Section 1283 which has stopped on the highway for the purpose of receiving or discharging public or private school children shall stop his/her vehicle immediately and shall keep it stationary while the flashing red signal lights are in operation.

 - (I) Stopped school buses displaying flashing red lights may be passed only after the bus operator has signaled to proceed.
- 2.18 Should a collision result from any pursuit; the supervisor shall notify the Chief of Police as soon as it is practical.
- 2.19 At no time should the department's motorcycle be utilized as a high-speed pursuit vehicle.

ESSEX POLICE DEPARTMENT
Operational Directive



Date Issued: July 21, 2004 July 22, 2012-Added 2.3 May 16, 2019 – Added 2.4	Number: 2.15.1
JUVENILE OPERATIONS Juvenile Detention	<input type="checkbox"/> New <input checked="" type="checkbox"/> Amends <input type="checkbox"/> Rescinds
Authorized Signature: <u></u> Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: May 16, 2019	Review Date: January 1, 2020

1.0 PURPOSE

- 1.1 To establish policies and procedures regarding non-secure and secure custody of juveniles that are considered status offenders or delinquents, in accordance with Federal regulations that are part of the Juvenile Justice and Delinquency Prevention Act. The Act excludes juveniles who are under adult court jurisdiction.

2.0 DEFINITIONS:

- 2.1 **Secure Custody:** Locations and devices that have the capability of restricting the movement of persons in custody such as holding cells, locked rooms, cuffing rails or benches and furniture that may be bolted to the floor.
- 2.2 **Status Offender:** Juveniles who have been accused of or charged with conduct that would not be criminal if committed by an adult, such as runaways and truant.
- 2.3 **Delinquents:** A juvenile offender who has been charged with or adjudicated for conduct, which would be a crime if committed by an adult (including minor in possession of alcohol).

- 2.4 **Detain or Confine:** Means to hold, keep, or restrain a person such that (s)he is not free to leave, or such that a reasonable person would believe that (s)he is not free to leave, except that a juvenile held by law enforcement solely for the purpose of returning to their parent or guardian or pending transfer to the custody of a child welfare or social service agency is not detained or confined within the meaning of this definition

3.0 POLICY

- 3.1 It shall be the policy of the Essex Police Department that:

- (I) Status offenders shall not be placed in secure custody and shall not have sight or sound contact with adult prisoners. Status offenders may be secured to limit freedom of movement so long as they are not secured to a stationary object. (i.e.: handcuffing to a moveable object, leg restraints, etc. is permissible)
- (II) Delinquents may be held in secure custody for a maximum of six (6) hours immediately before and after the initial court appearance provided the juvenile has no sight or sound contact with adult prisoners.
 - A. The six (6) hour time limit begins when a juvenile is placed in a locked room or handcuffed to a cuffing rail or other stationary object within the facility, not at the time of apprehension and/or booking.

4.0 PROCEDURE

- 4.1 Juveniles shall be brought into the Essex Police Department in accordance with the Juvenile Justice and Delinquency Prevention Act.
- 4.2 Any juvenile shall be kept under continuous “in person” supervision and shall not be permitted to have sight or sound contact with adult offenders that may also be at the facility.
- 4.3 In the absence of an adult offender, a juvenile may be held in secure custody using the same locations and devices designated for adult offenders. In the event an adult offender is subsequently brought into the same facility, provisions must be made in advance to ensure that the juvenile does not have sight and sound contact with the adult offender.
- 4.4 Information pertaining to the detention of the juvenile shall be entered in the Juvenile Holding Log that is maintained by the department. The Juvenile Holding Log can be found in the EPD forms directory and shall include:
- (I) Information to be logged shall include:
 - A. Name or Initials of Juvenile;
 - B. Gender;
 - C. D.O.B.;

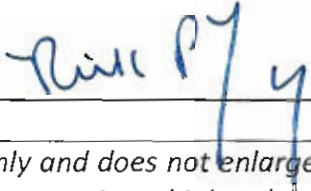
- D. Race;
- E. Charge of Incident;
- F. Case Number;
- G. Date and time juvenile was placed in secure custody as defined in section 2.1;
- H. Date and time juvenile released from secure custody;
- I. Officers Name or Number;
- J. Date and time juvenile was released;
- K. Indicate how juvenile was held (S) Secure or (NS) Non-secure;
- L. Remarks such as runaway, truancy or anything relevant to the juvenile.
- M. If the juvenile is delinquent
- N. Who the juvenile was released to, name/DOB

- 4.5 When the Juvenile Holding Log page is full it shall be forwarded to the office of the Chief of Police for record keeping and audits.



ESSEX POLICE DEPARTMENT

Operational Directive

Date Issued: November 9, 2018 June 10, 2020	Number: 2.16.1
Police Canine (K-9)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Amends <input type="checkbox"/> Rescinds
Authorized Signature: <u></u> Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: 06-10-2020	Review Date: 06-10-2021

1.0 PURPOSE

The purpose of this policy is to outline mandates relating to the use of police service dogs in the Essex Police Department.

2.0 POLICY

It is the policy of the Essex Police Department to maintain law enforcement service dogs as a part of the overall law enforcement operation. Canines are used for several purposes including prevention and detection of crime, detection of explosives, narcotics and cadavers, tracking persons (criminal and non-criminal), protecting officers and others, homeland security, community policing, and all other services as directed by the Essex Police Department.

3.0 PROCEDURE

3.1 Department Guidelines for Canine Program

(I) Qualifications of Canine and Handler:

- A. The Essex Police Department (Department) will utilize K-9s that are certified by the Vermont Criminal Justice Training Council (VCJTC).

The certification shall be maintained through training as specified by the VCJTC. K-9 teams shall only perform duties for which they are certified.

- B. Attendance at training will be coordinated through the Department's Training Officer.
- C. The handler will also be certified through the VCJTC and he/she will be required to maintain this certification through retraining as directed by the VCJTC.
- D. Selection of K-9 handlers is subject to the decision of the Chief of Police and or his/her designee in conjunction with feedback from EPD supervisors. K-9 handler applicants must meet the following criteria, however any of them may be waived by the Chief of Police:
 - 1) Completed probationary status with department.
 - 2) Minimum of three (3) years of patrol experience.
 - 3) Ability to meet and maintain the Physical Fitness & Agility Test standards (per VCJTC).
 - 4) Have a good general knowledge and understanding of dogs.
 - 5) Willing to allow the dog to live in their house and be a part of their family. Officers that already have a pet should note that there could be problems as some dogs do not integrate well with other pets.

(II) Handler responsibilities, in addition to their regular patrol duties:

- A. Handler is responsible for the health and welfare of the canine, both on and off duty.
- B. In an emergency situation, the handler shall ensure that the canine receives immediate medical attention.
- C. The handler will be responsible for the daily/periodic maintenance of the canine. This includes, but is not limited to, feeding, bathing, grooming, providing needed medications, and providing exercise.
- D. Medical examinations will be conducted semi-annually, or as needed should injury or illness occur. All non-emergency examinations will be pre-approved by the Captain or Chief of Police, and will be at the expense of the Department.
- E. Regular maintenance of the department vehicle used to transport the Canine will include cleaning and disinfecting the interior and exterior of the canine's car-kennel.

(III) Uniform

- A. Due to the nature of the work in handling a canine, the Canine Handler will be authorized to wear department issued Class B uniform while working any shift or event with the canine. An exception to this would be a special service or event where the Class A uniform would be expected (i.e. funeral).

(IV) Pre-planned Events

- A. A canine handler may be asked to alter his/her shift allow for pre-planned situations where the canine team would be utilized or for training events. This will be by agreement between the supervisor and the handler.

(V) Ownership of Canine:

- A. It is understood that the K-9 is owned by the Department and shall remain the property of the Department. The Department assumes all liability for the animal's training and behavior, both on and off duty. The Department reserves the right to relieve the handler of his/her responsibilities, and reassign the animal to a new handler for just cause.
- B. When the Department retires the canine or the canine is decertified by the Vermont Criminal Justice Training Council (VCJTC), ownership of the animal reverts to the handler, and the Department is no longer responsible for the canine in any way. This will include a written transfer of ownership and a release of liability statement.
- C. During the handler's tenure as such, he/she shall register the animal in the municipality in which it resides, listing the owner as the handler and the Department. The cost of the registration is to be borne by The Department.

(VI) Supervision:

- A. For the day to day operations, the K-9 team shall be under the direct supervision of the on-duty shift supervisor. For all other issues related to the K-9 teams, the handlers shall be accountable to the Chief of Police, Operations Commander and/or their designee.

3.2 Authorization, Deployment, and Uses of Law Enforcement Canines:

(I) Criminal Apprehension:

- A. Handlers must recognize that all uses of force, including the use of a canine must be objectively reasonable under the circumstances.

Under the law, as well as this agency's response to resistance policy, handlers must consider:

- 1) The seriousness of the offense for which the subject is suspected at the time the canine is used;
 - 2) Whether the subject poses a physical threat to the officer or others and what degree of threat does the subject pose; and,
 - 3) Is the subject actively resisting or attempting to evade arrest by flight.
- B. If a suspect surrenders or discontinues resistance the canine apprehension will be terminated.
- C. Criminal apprehension will generally be accomplished off-lead, but it may also be accomplished on-lead.
- D. Warning (physical threat): When practical and feasible the officer shall warn: "Police: stop resisting or I will release this police dog and he will bite you." The failure to use this exact language in rapidly evolving circumstances shall not be considered a violation of this policy.
- E. No one, other than the handler should interfere with the canine once the dog is committed to make the apprehension, unless specifically directed by the handler.
- F. The handler shall continue to instruct the suspect to stop resisting during the canine apprehension.
- G. As soon as practical following submission by the suspect, the handler shall command the canine to release the suspect or physically remove the canine from the suspect as tactics dictate. The canine will then be called to a sit-watch position.
- H. The canine handler will instruct the suspect that the failure to follow commands and remain submissive will result in the dog being released to accomplish the apprehension.
- I. Where other officers are available, they may be summoned by the handler to handcuff and search the subject while the handler maintains a watch position with the canine. Where no officers are available, the canine officer may await arrival of backup or leave the canine off-lead in the sit-watch position while the officer handcuffs and searches the subject. Such tactical determinations shall be made by the handler.
- J. Once the suspect is controlled and the scene secure, the handler will ensure that the subject is provided with medical care if any

injury was sustained in the apprehension, an officer will be responsible for following the suspect to the Hospital and photographs of the bite will be taken after medical care has been administered.

- K. The Vermont Criminal Justice Training Council's Canine Committee shall immediately be provided a written report to include photographs of the circumstances of the bite. This report will be sent to the committee via the Head Trainer. The Canine committee will then review the incident and determine if the bite was justified. The canine will be non-deployable until cleared by the canine committee and/or Head Trainer to resume normal duties. This will be communicated to the Chief of Police, Operations Commander and the Canine Supervisor.

(II) Evidence Searches:

- A. Canines may be utilized in an attempt to recover discarded items related to crime which may be needed as evidence for criminal prosecution;
- B. In cases where a canine is to be utilized, first responding officers shall be instructed to immediately set up a perimeter around the area to be searched. Officers should be instructed to stay out of the area so as to avoid cross-contamination of the suspect's scent thereby diminishing the effectiveness of the canine, unless exigent circumstances exist;
- C. First responders should be specifically instructed not to enter the area unless exigent circumstances exist;
- D. First responders shall exhaust all reasonable efforts to determine if innocent persons, including officers are within the area to be searched;
- E. All searches will be systematically conducted as determined by the handler.
- F. The handler will decide if the search will be conducted on-lead or off-lead, based on the particular circumstances of the search.

(III) Building Searches:

- A. Building searches may be conducted when it is believed that a suspect has gained unauthorized entry into a building or has fled into a structure for the purpose of concealment when the following two criteria are met:
 - 1) The officer(s) have probable cause to arrest the subject for a criminal offense;

- 2) The use of a canine as force is objectively reasonable considering:
 - a. The seriousness of the offense suspected at the time the canine is used;
 - b. Whether the subject poses a threat to the officer or others;
 - c. Is the subject actively resisting or attempting to evade arrest by flight.
- B. In cases where a canine is to be utilized, first responding officers shall be instructed to immediately set up a perimeter which minimizes the ability of the subject to escape, but also keeps officers on the outside of the structure so as to avoid cross-contamination of the suspect's scent thereby diminishing the effectiveness of the canine unless exigent circumstances exist;
- C. First responders should be specifically instructed not to enter the structure unless exigent circumstances exist;
- D. First responders shall exhaust all reasonable efforts to determine if innocent persons, including officers, are within the structure.
- E. Prior to use of the canine, the handler shall make an announcement: "Police: You are under arrest. I have a trained police dog. Make yourself known and surrender. If you do not immediately make yourself known and surrender, I will release the dog. He will find you and bite you."
- F. The handler shall wait a reasonable amount of time, determined by the size of the building, to allow innocent persons to exit and the opportunity for the suspect to peacefully surrender.
- G. The handler shall give additional warnings prior to commencing the search on each separate floor or unit when searching large structures such as office buildings or warehouses.
- H. All searches will be systematically conducted as determined by the handler.
- I. Searches will be conducted off-lead unless the safety of the canine would be jeopardized, and/or tactics would dictate otherwise as determined by the handler.

(IV) Open Field Searches:

- A. Open field searches may be conducted when it is believed that a suspect has fled into a field or wooded area when the following two criteria are met:

- 1) The officer(s) have probable cause to arrest the subject for a criminal offense;
 - 2) The use of a canine as force is objectively reasonable considering:
 - a. The seriousness of the offense suspected at the time the canine is used;
 - b. Whether the subject poses a threat to the officer or others;
 - c. Is the subject actively resisting or attempting to evade arrest by flight.
- B. In cases where a canine is to be utilized, first responding officers shall be instructed to immediately set up a perimeter which minimizes the ability of the subject to escape, but also keeps officers on the outside of the area to be searched so as to avoid cross-contamination of the suspect's scent thereby diminishing the effectiveness of the canine;
- C. First responders should be specifically instructed not to enter the area to be searched unless exigent circumstances exist;
- D. First responders shall exhaust all reasonable efforts to determine if innocent persons, including officers are within the area to be searched;
- E. Prior to use of the canine, the handler shall make an announcement: "Police: You are under arrest. I have a trained police dog. Make yourself known and surrender. If you do not immediately make yourself known and surrender, I will release the dog. He will find you and bite you."
- F. The handler shall wait a reasonable amount of time, determined by the size of the area, to allow innocent persons to exit the area and the opportunity for the suspect to peacefully surrender.
- G. The handler shall give additional warnings as deemed appropriate by the handler considering the size of the area to be searched and the likelihood that a suspect would hear the prior warning. Handlers shall also consider ambient noise in the area which may limit the subject's ability to hear the warning.
- H. All searches will be systematically conducted as determined by the handler.
- I. Searches will be conducted off-lead unless the safety of the canine would be jeopardized, and/or tactics would dictate otherwise as determined by the handler.

(V) Tracking:

- A. Tracking is utilized in a multitude of law enforcement events including missing persons, suspects who may have fled, lost children etc.
- B. The initial responding officers shall be directed to immediately establish a perimeter.
- C. First responders should be specifically instructed not to enter the area to be searched to avoid cross-contamination of scent which may diminish the effectiveness of the canine unless emergency circumstances dictate otherwise unless exigent circumstances exist;
- D. First responders shall exhaust all reasonable efforts to determine if innocent persons, including officers are within the area to be searched;
- E. Tracking shall be conducted on lead at a sufficient length to be determined by the canine's handler. The handler will also determine whether or not a back-up member officer will be utilized on the track based upon the particular circumstances of the event.
- F. When tracking a suspect, the canine handler shall announce: "Police: You are under arrest. I have a trained police dog. Make yourself known and surrender. If you do not immediately make yourself known and surrender, I will release the dog. He will find you and bite you."
- G. Alternative announcements may be used when dealing with a lost or missing person that include calling out the person's name and advising that the canine is looking for them.

(VI) Tactical Deployment:

- A. Canine teams may be used for purpose of tactical deployments in conjunction with a SWAT team or high-risk operation. Canines use in these circumstances may include:
 - 1) Perimeter Control
 - 2) Target Disruption
 - 3) Other purposes designated by the incident commander with the agreement of the canine handler. The handler will make the final determination on the deployment of the canine. A supervisor responsible for the overall event may direct that a canine not be deployed, however the supervisor shall not order deployment where the handler determines that such deployment is inappropriate.

- 4) In cases where the canine is likely to be used as force, handlers and the incident commander shall ensure that:
 - a. The use of a canine as force is objectively reasonable considering:
 1. The seriousness of the offense suspected at the time the canine is used;
 2. Whether the subject poses a threat to the officer or others;
 3. Is the subject actively resisting or attempting to evade arrest by flight.

(VII) Scent Searches:

- A. To the extent that such specialized trained canines are available, canines may be used for conducting scent searches for such items as:
 - 1) Explosives
 - 2) Cadavers
 - 3) Narcotics
 - 4) Accelerants (Fires Cases)
- B. All searches will be systematically conducted as determined by the handler.
- C. The handler will decide if the search will be conducted on-lead or off-lead, based on the particular circumstances of the search.
- D. Motor Vehicle Narcotics sniffs-These searches will be conducted in accordance with the provisions of this agency's motor vehicle search policy and the following:
 - 1) The handler shall determine that the area where the vehicle is located is safe for canine deployment considering the safety of the officers, the canine, the occupants of the vehicle and the motoring public.
 - 2) The handler shall ensure that the canine is controlled during the sniff so as to ensure that the dog has no ability to obtain physical access to the interior of the vehicle.

(VIII) Public Disturbances:

- A. The officer in charge of the canine unit or an incident commander may call for the canine team to respond to the scene of a civil disturbance, imminent civil disturbance, or other unruly public disturbances.
- B. Where no emergency circumstance exists, the canine team will be staged outside the sight of those involved in the disturbance until a determination is made as to if the team will be deployed, and how the team will be deployed.
- C. The responding team will determine how to deploy and utilize the team. A supervisor responsible for the overall event may direct that a canine not be deployed; however, the supervisor shall not order deployment where the handler determines that such deployment is inappropriate.
- D. Canines shall not be used for crowd control or as a deterrent effect at the scene of a peaceful protest.

(VIX) Community Relations/Demonstrations:

- A. All requests for canine demonstrations shall be directed to the officer in charge who shall then seek approval of the Chief of Police or the chief's designee for approval to conduct the demonstration.
- B. Handlers conducting demonstrations shall ensure that their appearance as well as that of the canine and the equipment utilized reflects professionally upon the agency. The presentation must be professional and conducted in a manner which reflects the department's professionalism.
- C. Handlers shall maintain control of the canine at all times.
- D. Audience participation shall be restricted, and any contact with the canine shall be at the discretion of the handler who is in the best position to know the canine's reaction to others. The audience shall be instructed that law enforcement canines are working dogs and can be dangerous due to their specialized training.
- E. Handlers shall not demonstrate force or criminal apprehension without express authorization from the Chief of Police or the chief's designee.
- F. Handlers shall not roughhouse, tease, or agitate the canine unless such conduct has been expressly authorized by the Chief of Police or the chief's designee for purposes of the demonstration.

3.3 General Operational Procedures for Canine Handlers:

(I) General Procedures

- A. In exigent circumstances, suspects may be transported to the station or to a jail in the canine vehicle. A prisoner should be belted in the seat of the canine vehicle with their hands behind their back. The partition between the canine compartment and the front seat shall be closed during the transport.
- B. Handlers shall be available for re-call as determined by the Chief of Police or his/her designee.
- C. Members who are selected for an assignment as a canine handler have the responsibility of caring for their assigned canine.
- D. When the K9 is present, the Essex Police Department K9 vehicle will be kept running at all times in extreme hot or cold temperatures to ensure the canine is kept in a safe and comfortable environment.

The handler will ensure the heart alert system and door popper system are working properly. A daily test of the system to include the pager function shall be conducted. If the system is found to be not working the canine supervisor will be notified immediately so the system can be fixed.

(II) During such handling and care:

- A. All handlers are to ensure that the general health, hygiene, and care of their assigned canine are properly maintained and that periodic veterinary exams are provided in accordance with appropriate schedules.
- B. All handlers will groom their canines as needed.
- C. Handlers shall conduct daily physical examinations of their canine when practical to determine any injuries, health issues, ticks, or flea infestations.
- D. In cases of extended absence of the canine handler where the handler is unable to provide the basic care for the canine, another handler may be assigned to care for the canine. The canine may also be kenneled at a facility approved by the Chief of Police or his designee.
- E. Any changes in the living status of the handler which may affect the health, welfare, safety or security of the canine or others coming into contact with the canine shall be reported to the supervisor responsible for oversight of the canine.

(III) Response to Requests for Canines:

- A. When on-duty, the Essex Police K9 may respond to requests for service from Chittenden County agencies, with the approval of the on-duty supervisor who will consider shift staffing as a factor in making this determination. Response to requests from outside Chittenden County must be approved by the Chief of Police or Operations Commander.
- B. When off-duty, the Essex Police K9 may respond to requests for service from Chittenden County agencies, to include Essex Police, with the approval of the on-duty supervisor. Response to requests from outside Chittenden County must be approved by the Chief of Police or Operations Commander.
- C. Prior to responding a request for service, the canine handler shall be responsible for determining if the circumstances of the event justify the use of a canine.
- D. The handler will make the final determination on the deployment of the canine. A supervisor responsible for the overall event may direct that a canine not be deployed; however, the supervisor shall not order deployment where the handler determines that such deployment is inappropriate.
- E. A canine handler shall not knowingly deploy their canine beyond the capabilities of the canine team's (handler and dog) training and certification.

(IV) Canine Deployment as Response to Resistance:

- A. The use of a canine for purposes of apprehension is non-deadly force.
- B. Handlers should recognize that due to the distinct ability to recall the canine and terminate the apprehension command, there is the ability to de-escalate this type of force option.
- C. If a suspect surrenders or discontinues resistance the canine apprehension will be terminated.
- D. A fleeing or hiding suspect creates a potentially dangerous circumstance for pursuing or searching officers since the suspect's intent is unknown. It may also be unknown as to whether or not the subject has access to weapons. The use of a canine under these circumstances would normally be reasonable for:
 - 1) The protection of the handler;
 - 2) Protection of the officers and others;

- 3) Apprehension of a suspect who continues hiding after a warning or who continues to flee after a lawful show of authority to stop;
- 4) An assault upon the canine.

(V) Canine Announcements:

- A. Canine handlers must make an announcement prior to use of the canine in cases where it is foreseeable that the canine will bite the subject during the course of the apprehension.
- B. Announcement (search-suspect): "Police: You are under arrest. I have a trained police dog. Make yourself known and surrender. If you do not immediately make yourself known and surrender, I will release the dog. He will find you and bite you." The failure to use this exact language in rapidly evolving circumstances shall not be considered a violation of this policy.
- C. Announcement (search-lost person): Alternative announcements may be used when dealing with a lost or missing person, which include calling out the person's name and advising that the canine is looking for them.
- D. Warning (physical threat): When practical and feasible the officer shall warn: "Police: stop resisting or I will release this police dog and he will bite you." The failure to use this exact language in rapidly evolving circumstances shall not be considered a violation of this policy.
- E. Canine warning announcements shall be made in a loud and clear voice, by methods deemed appropriate for the circumstances by the handler. Such warning may be made by loud voice or by PA system depending on the circumstances with which the canine team is confronted.
- F. After giving the announcement in search cases, the handler shall wait a reasonable amount of time to allow the subject to peacefully surrender. The amount of time will vary depending on the search area as well as any articulable exigent circumstances that may exist at the time.

(VI) Emergency Circumstances:

- A. In a circumstance where the canine handler suffers a personal injury while on duty, the handler shall, if physically capable, request emergency medical assistance as needed, as well as the presence of necessary support officers and a supervisor. If physically able to do so, the handler shall ensure that his or her canine is properly attended and secured. Another handler may be called, if needed,

to the scene to assist in securing the injured handler's canine. If another handler is not available, an officer or supervisor who is most familiar with the particular canine shall be called to the scene to assist in securing the canine.

- B. In the event that a handler sustains an incapacitating injury, the supervisor, or other available officer, shall ensure by all means necessary that the handler safely receives emergency medical treatment and transport to an appropriate medical facility. The supervisor, or where no supervisor is available an officer, will then take necessary steps to secure the handler's canine.
- C. An unsecured canine and a seriously injured handler present an emergency that must be addressed with operational dispatch. In order to safely secure the canine, the supervisor, or where no supervisor is available an officer, who is most familiar with the particular canine shall respond to the scene and render assistance.
- D. If the canine is still in the handler's vehicle, and if the vehicle is operable, the supervisor should attempt to enter the vehicle, or seek another handler to enter the vehicle, and close the partition between the front and rear seat if the partition is open and then transport the canine utilizing the handler's vehicle to a safe location.
- E. If the canine is not in the handler's vehicle and the vehicle is operable, the supervisor, another handler, or another officer, may attempt to secure the canine by driving the handler's vehicle close to the canine and opening the rear door. This may prompt the canine to enter the rear of the vehicle as a matter of routine. In the event the canine enters the vehicle, the canine can then be transported to a safe location in the handler's vehicle.
- F. In extreme situations, the supervisor, another handler, or, where neither is available, another officer, may secure the canine by use of a snare pole or request the assistance of the closest animal control officer.

(VII) Veterinary Care: All non-emergency veterinary care shall be coordinated by the supervisor responsible for the canine unit through a pre-approved veterinary facility. In an emergency, an effort shall be made to bring the canine to the pre-approved facility, however, where such an effort will jeopardize the life of the canine, the handler shall take steps necessary to get the canine to the most urgent facility.

- A. All records of medical treatment shall be maintained by the canine handler and filed within an agency file, stored at the agency for such records.

- B. In the event that a canine is deemed unsafe, the team will be immediately taken out of service. As soon as operationally feasible, the canine shall be evaluated by the pre-approved veterinary facility. If the canine is deemed no longer suitable for service the canine shall be retired.
- C. The Chief of Police shall be notified when a canine is taken out of service for medical reasons as well as when the canine is returned to duty following documentation of the reasons by the treating veterinarian.

(VIII) Certification and Training:

- A. All canines and handlers assigned by this agency shall, at a minimum, meet all certification requirements as required by the Vermont Criminal Justice Training Council.
- B. Training: All canines and handlers assigned by this agency shall, at a minimum, be trained in accordance with the training provided by the Vermont Criminal Justice Training Council.

(IX) Documentation of Canine Usage:

- A. All canine deployments shall be documented in agency reports of events. This shall include events where a suspect submits upon warning of the canine's presence.
- B. All canine usage related to response to resistance shall be the subject of a response to resistance report which includes all required documentation.

3.4 Miscellaneous

(I) Police Canine Bites

- A. When a K-9 bites any person, other than in training exercises, the incident shall be immediately reported to the Shift Supervisor, the Chief of Police, and Operations Commander.
- B. When a K-9 bite occurs, whether or not in the line of duty:
- C. Medical attention shall be provided to the victim. Medical personnel should inspect the affected area irrespective of the perceived seriousness or injury.
- D. Photographs of the bite shall be taken, preferably before and after medical treatment.
- E. The handler shall forward a detailed copy of the incident to the Chief of Police.

- F. A report shall be made to the VCJTC, as well as to the lead K-9 instructor at the Vermont Police Academy. A Use of Force Report shall also be completed.
- G. If the bite occurred on duty, the K-9 handler's supervisor shall investigate the bite. A copy of this report shall also be forwarded to the Chief of Police.

(II) Personnel Authorized to Operate the Canine Vehicle

- A. When the K-9 is not in the vehicle, any department employee authorized to operate a fully marked police unit may operate the K-9 vehicle. If the K-9 is in the vehicle, only the handler or another officer directed by the handler may operate the K-9 vehicle.

(III) Injury to the Police Canine

- A. In any instance where the K-9 sustains an injury or becomes ill as a result of line of duty work, the handler shall determine the ability of the animal to continue with the mission. The handler shall be responsible for the health, security, and safety of the animal at all times. The handler shall be familiar with basic care for an injured dog, and will maintain a first aid kit for such emergencies.

(IV) Maintenance of Training/Use Records

- A. The K-9 handler shall be responsible for maintaining a log book for the K-9 which shall include the following sections:
 - 1) Copies of all medical documents
 - 2) Copies of all certifications/training documents
- B. Special events list
- C. Copies of all incident reports
- D. All practice training records
- E. Originals of all the above shall be forwarded to the training division on a monthly basis. The handler shall maintain his/her own log with copies of the originals.
- F. Each time the K-9 is used, the handler shall complete the K-9 Incident Form.
- G. A K-9 Training Report shall be completed at the conclusion of each training session. A copy of this report shall be forwarded to the K-9 handler's supervisor.

(V) Use of Narcotics for Training

- A. The use of controlled drugs and other contraband may be authorized to assist in the drug detection training of K-9's. All requests for controlled drugs and/or contraband shall be made through the Captain or Chief of Police.
- B. All drugs shall be weighed upon sign-out to the handler by an evidence technician and documented via the approved evidence process. No more than one half ounce of each type of narcotic may be signed out to the handler at once. All narcotics shall be dispensed in a sealed container and shall be returned with the seal intact.
- C. If the seal is broken, the handler and any other witnesses to the incident must write a supplemental report explaining the circumstances. A copy of this report shall be forwarded to the Chief of Police.
- D. All controlled substances and other contraband utilized for training shall be stored in a secure location, and it shall be the responsibility of the handler to properly care for the contraband.
- E. The Drug Enforcement Administration shall license the Department as a training facility to handle controlled substances in schedules 1-5.
- F. Training will include detection of cocaine, crack, methamphetamine, heroin, and MDMA (ecstasy). These are commonly abused drugs Training will consist of initial and in-service training, and will be attended continuously. Drug detection teams will attend training as specified by the Vermont Criminal Justice Training Council, with certification on a yearly basis.
- G. All substances will be weighed upon acquisition by the K9 unit. Each substance will be double packaged (or alternate appropriate method) to assure zero spillage. All controlled substances will be kept in a secured container (safe or similar container), and will meet all requirements of the DEA.
- H. A log (see attached) will be maintained by the K9 handler. Log entries will be made and verified each time entry into the container is made. This log will show the amount of any substance removed (weighed upon removal), who removed it with a witnessing signature, the purpose for the removal, the participating K9 team/trainer, time date, and location of said training. The log will also include the amount of substance returned, (weighed upon return). Any discrepancies shall be noted and an incident report

and investigation forwarded to the Chief of Police, or his/her designee. Upon completion of such training, the controlled substance will be immediately returned to the storage area. Responsibility for auditing the inventory of the controlled substances shall lie with the Essex Police Department evidence custodian.

- I. Any discrepancies unresolved after 24 hours will be reported to the DEA on DEA form 106 within 72 hours of the discovery of the discrepancy. Any evidence of criminal activity will be reported to the DEA and the Chief of Police.
- J. The combination of the storage location will be possessed by the handler, the Essex Police Department evidence custodian, and the BCI supervisor. All required records will be maintained for a minimum of three years. All logs and records will be maintained by the handler with copies forwarded to the evidence custodian on an annual basis.

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3.0 Definitions:

- 3.1. **Deadly Force:** Any force that creates a substantial likelihood of causing serious bodily harm or death.
- 3.2. **Non-Deadly Force:** All uses of force other than those that is likely to cause serious bodily harm or death.
- 3.3. **De-Escalation:** Reduction of the intensity of a conflict or a potentially violent situation.
- 3.4. **Imminent:** Has a broader meaning than immediate or instantaneous, the concept of imminent should be understood to be elastic, involving an ongoing period of time depending on the circumstances rather than a moment in time under the definition of immediate.
- 3.5. **Immediate:** The officer is faced with an instantaneous, or presently occurring threat of serious bodily harm or death.
- 3.6. **Objectively Reasonable:** The amount of force that would be used by other reasonable and well-trained officers when faced with the circumstances that the officer using the force is presented with.
- 3.7. **Reasonable Belief:** Reasonable belief means that the person concerned, acting as a reasonable person, believes that the prescribed facts exist.
- 3.8. **Excessive Force:** Force that is not objectively reasonable from the perspective of a reasonable officer facing the same circumstances.
- 3.9. **Serious Bodily Harm/Injury:** Serious bodily injury shall mean bodily injury which involves a substantial risk of death, or which involves substantial risk of serious permanent disfigurement, or protracted loss or impairment of the function of any part or organ of the body.
- 3.10. **Active resistance:** a subject actively resists when they take affirmative action to defeat an officer's ability to take them into custody.
- 3.11. **Passive Resistance:** A non-violent response to lawful authority, in which a subject does not comply with lawful orders but offers no affirmative action to defeat the officer's ability to take the subject into custody.
- 3.12. **Electronic Control Device:** Means a device primarily designed to disrupt an individual's central nervous system by means of deploying electrical energy sufficient to cause uncontrolled muscle contractions and override an individual's voluntary motor responses.
- 3.13. **Specialty Impact Munition:** A projectile designed to temporarily incapacitate a subject, with minimal potential for causing serious injury or death. The most common projectile is composed of a lead shot-filled fabric bag, which is designed to be non-penetrating and is intended to deliver kinetic energy over a broad surface area.

- 4.0 Duty to Intervene: Officers have a duty to intervene to prevent the use of excessive force. Any officer present and observing another officer using force that is clearly unreasonable under the circumstances must, when in a position to do so safely, intervene to prevent the use of excessive force. Officers must promptly report any excessive or unreasonable force to a supervisor.
- 5.0 Duty of Care: Officers have an affirmative duty to care for people in their custody. Officers are responsible for providing or obtaining appropriate medical treatment to any person in their custody who is injured or complains of injury.
- 6.0 Procedure:
 - 6.1. In determining the appropriate level of response to a subject's resistance an officer should consider:
 - 6.1.1. How serious is the offense the officer suspected at the time the particular force used?
 - 6.1.2. What was the physical threat to the officer or others?
 - 6.1.3. What was the degree of threat posed by the subject?
 - 6.1.4. Was the subject actively resisting or attempting to evade arrest by flight?
 - 6.1.5. Whether the totality of circumstances justifies the officer's response?
 - 6.2. An officer who makes or attempts to make an arrest need not retreat merely because the subject resists. When acting in accordance with the law and their training to affect an arrest, prevent escape, or overcome resistance, an officer shall not be deemed the aggressor nor lose the right to self-defense because de-escalation was ineffective or was not feasible.
 - 6.3. De-escalation: Officers should attempt to de-escalate encounters before using force to respond to resistance or aggression, when safe to do so.
 - 6.3.1. At times an officer must exercise control of a violent or resisting person to make an arrest, or to protect the officer, other officers, or members of the community from the risk of imminent harm. Not every potential violent confrontation can be de-escalated, but officers have the ability to impact the direction and the outcome of many situations they handle based on their decision-making and the tactics they choose to employ.
 - 6.3.2. When reasonable under the totality of circumstances, officers should gather information about the incident, assess the risks, assemble resources, attempt to slow momentum, and communicate and coordinate a response. Officers should use advisements, warnings, verbal de-escalation, and other tactics and alternatives to higher levels of force. Officers should recognize that they may withdraw to a position that is tactically more secure or allows them greater distance in order to consider or deploy a greater variety of force options. Officers must

perform their work in a manner that avoids unduly jeopardizing their own safety or the safety of others through poor tactical decisions.

6.3.3. This policy does not require officers to assume unreasonable risks. In assessing the need to use force, the paramount consideration should always be the safety of the officer and the public.

6.4. Force Options: Officers have several force options that will be dictated by the actions of the suspect upon the appearance of the police officer. Officers may be limited in their options due to the circumstances and actions of the subject. For example, an officer who immediately observes a subject with a firearm unjustifiably threatening another may immediately respond with deadly force without considering other force options.

6.4.1. Command Presence: Visual appearance of officer where it is obvious to the subject due to the officer's uniform or identification that the officer has the authority of law.

6.4.2. Verbal Commands: Words spoken by the officer directing the subject as to the officer's expectations.

6.4.3. Soft Empty Hand Control: Officer's use of hands on the subject to direct the subject's movement; Techniques that have a low potential of injury to the subject.

6.4.4. Chemical Spray: Where subject exhibits some level of active resistance/active aggression, officers may use chemical spray to temporarily incapacitate the subject.

6.4.5. Electronic Control Devices: Are less-lethal, but not necessarily nonlethal, alternatives to lethal force. Officers may deploy an electronic control device only against subjects who are exhibiting active aggression or who are actively resisting in a manner that, in the officer's judgment, is likely to result in injuries to others or themselves, or, if without further action or intervention by the officer, injuries to the subject or others are likely to occur.

6.4.6. Hard Hand Control: Punches and other physical strikes, including knees, kicks and elbow strikes that have the possibility of creating mental stunning and/or motor dysfunction.

6.4.6.1. Any restraint or technique that applies pressure to the carotid artery, jugular vein, trachea or the neck that may render the subject unconscious by restricting airflow or the flow of blood to and from the brain is to be avoided and should be used only under circumstances warranting lethal force.

6.4.7. Impact Weapons: Batons, ASP/Expandable Batons, Impact Munitions may be utilized in cases where officers believe the use of these weapons would be reasonable to bring the event under control. Examples would be where

other options have been utilized and failed or where, based on the officer's perception at the time, the other options would not be successful in bringing the event to a successful conclusion.

- 6.4.8. Canine: Use of canine to bite and hold subject to prevent escape or to gain control of a subject who is actively aggressing toward officer(s). Prior to deployment of a canine, a warning in the form of an announcement shall be made.
- 6.4.9. Deadly Force: Any force that creates a substantial likelihood of causing serious bodily harm or death
- 6.5. Deadly Force: The use of deadly force is objectively reasonable when:
 - 6.5.1. The officer is faced with an immediate threat of serious bodily harm or death to him/herself, or some other person who is present, or;
 - 6.5.2. To prevent the escape of an individual in cases where the officer has probable cause to believe that the subject has committed a violent felony involving the infliction or threatened infliction of serious bodily harm or death AND by the subject's escape they pose an imminent threat of serious bodily harm or death to another.
 - 6.5.3. Officers should make reasonable efforts to identify themselves as law enforcement and warn the subject prior to using deadly force where feasible.
- 6.6. Once the subject's active resistance has ceased and control has been gained an officer is no longer authorized to use force. Officers should immediately provide any necessary medical assistance to the subject to the degree to which they are trained and provide for emergency medical response where needed.
- 6.7. Discharge of Firearms Restrictions:
 - 6.7.1. Warning shots are prohibited.
 - 6.7.2. Discharge of firearms is prohibited when the officer is presented with an unreasonable risk to innocent third parties.
 - 6.7.3. When a moving vehicle is involved, use of deadly force by discharging a firearm is dangerous, can be ineffective, and should not occur when there is an unreasonable risk to the safety of persons other than the subject. Whenever possible, officers should avoid placing themselves in a position where use of deadly force is the only alternative.
 - 6.7.4. Even when deadly force is justified, firearms shall not be discharged at a vehicle unless:
 - 6.7.4.1. The officer has a reasonable belief that an occupant of the vehicle poses an imminent threat of death or serious physical injury to the officer or another person, or

- 6.7.4.2. The officer has a reasonable belief that an occupant is using the vehicle in a manner that poses an imminent threat of death or serious physical injury to the officer or another person, and there is no avenue of escape.
 - 6.7.4.3. Officers shall consider the potential threat to innocent third parties under such circumstances.
- 6.8. Less-Lethal Weapons/Tactics: Prior to deployment of any less-lethal weapon, officers must be trained and certified in the proper use of the weapon from both the technical and legal aspects. All deployments must be consistent with departmental use of force training and policy.
 - 6.8.1. Chemical Spray:
 - 6.8.1.1. Chemical Spray shall not be deployed as a compliance technique for a person who is passively or verbally non-compliant. Active resistance/active aggression shall be required.
 - 6.8.1.2. Chemical Spray shall never be used as a punitive measure.
 - 6.8.1.3. Officers should never spray from a pressurized can directly into a subject's eyes from a close distance due to the potential for eye injury as a result of the pressurized stream. Officers should never spray directly into a subject's eyes from closer than three feet or the distance recommended by the manufacturer of the spray (whichever is shorter) unless deadly force would be justified.
 - 6.8.1.4. Officers shall consider alternatives to chemical spray when attempting to control a subject in a crowded-enclosed area due to the innocent over-spray that may cause the onset of panic.
 - 6.8.1.5. Officers shall consider alternatives to chemical spray when the event is inside a building, particularly where the building has a closed-ventilation system due to the potential impact on innocent persons who may have to be evacuated (temporarily) from the locations.
 - 6.8.1.6. Once control is gained, officers should immediately provide for the decontamination of the subject.
 - 6.8.1.7. If the person shows any signs of physical distress or does not recover in a reasonable amount of time, officers should immediately direct an emergency medical response and render first-aid at the degree for which they are trained.

6.8.2. Electronic Control Devices

- 6.8.2.1. An electronic control device as a force option is the same level of force as chemical spray.
- 6.8.2.2. Electronic Control Device must be worn on the weak-side in either a weak-hand draw or cross-draw position.
- 6.8.2.3. Electronic Control Device deployment shall not be considered for the passively resistant subject. Active resistance/active aggression shall be required. Officers may deploy an electronic control device only against subjects who are exhibiting active aggression or who are actively resisting in a manner that, in the officer's judgment, is likely to result in injuries to others or themselves, or if without further action or intervention by the officer, injuries to the subject or others are likely to occur.
- 6.8.2.4. Neither an officer, a subject, or a third party has actually to suffer an injury before an officer is permitted to use an electronic control device, and officers are not required to use alternatives that increase the danger to the public or themselves.
- 6.8.2.5. When it is safe to do so, officers shall attempt to de-escalate situations and shall provide a warning prior to deploying an electronic control device.
- 6.8.2.6. The act of fleeing or destroying evidence, in and of itself, does not justify the use of an electronic control device. Officers should consider the nature of the offense suspected, the level of suspicion with respect to the person fleeing, and the risk of danger to others if the person is not apprehended immediately.
- 6.8.2.7. Officers must be trained concerning the ability of electrical charge to act as an ignition for combustible materials. (Note: Officers have been seriously injured and or killed after deploying an Electronic Control Device in the presence of open natural gas during suicidal person call).
- 6.8.2.8. Multiple Electronic Control Device deployments against an individual may increase the likelihood of serious injury where the individual is suffering from other symptoms such as cocaine intoxication. Policy and training should encourage officers to minimize the successive number of discharges against an individual where possible.

- 6.8.2.9. The agency recognizes however, particularly where back-up officers are unavailable, that multiple applications may be necessary to gain or maintain control of a combative individual.
- 6.8.2.10. No more than one officer should deploy an electronic control device against a single individual at the same time.
- 6.8.2.11. A contributing factor to serious injury or death is the level of a subject's exhaustion. Studies recommend that when an officer believes that control of a subject will be necessary and met with resistance, deployment of the Electronic Control Device should be considered early on in the event so that the person has not reached a level of exhaustion prior to the Electronic Control Device's use.
- 6.8.2.12. The preferred targeting is the center mass of the subject's back, however it is recognized that it is not always possible to get behind the subject.
- 6.8.2.13. Where back-targeting is not possible, frontal targeting should be lower center mass; intentional deployments to the chest shall be avoided where possible.
- 6.8.2.14. Officers who are aware that a female subject is pregnant shall not use the Electronic Control Device unless deadly force would be justified due to the danger created by the secondary impact or the possibility of muscle contractions leading to premature birth.
- 6.8.2.15. Officers shall make all reasonable efforts to avoid striking persons in the head, neck, eyes or genitals.
- 6.8.2.16. Officers are prohibited from using the device in a punitive or coercive manner and shall not be used to awaken, escort, or gain compliance from passively resisting subjects.
- 6.8.2.17. Electronic Control Devices shall not be used against a person who is in physical control of a vehicle in motion unless deadly force would be justified based on an existing imminent threat.
- 6.8.2.18. A warning prior to discharge is preferred but not always necessary for this type of force to be considered reasonable. Model policies as well as courts have noted that giving a subject, who is assaultive toward the officer, a warning may enhance the danger to the officer and the subject by giving the subject time to avoid the deployment.
- 6.8.2.19. Officers should warn other officers that a deployment is about to occur.

- 6.8.2.20. The device should not be used on a handcuffed person to force compliance unless the subject poses a threat to the officer through physical conduct or active resistance cannot otherwise be controlled.
- 6.8.2.21. Officers should consider the location and environment of the subject, i.e. is the subject at the top of a stairwell such that when incapacitated by the Electronic Control Device they fall down the stairs causing a collateral injury. Officers shall avoid using Electronic Control Device in cases where the subject is elevated i.e. roof, fire escape, tree, bridge, stairwell, etc. such that the secondary impact may cause serious injury
- 6.8.2.22. Officers should be aware that a subject's heavy clothing may impact the effectiveness of the Electronic Control Device.
- 6.8.2.23. Officers should consider whether the subject has been exposed to combustible elements that may be on their person such as gasoline. The use of an Electronic Control Device on such persons may cause an ignition and fire.
- 6.8.2.24. The use of electronic control devices shall comply with all recommendations by manufacturers for the reduction of risk of injury to subjects, including situations where a subject's physical susceptibilities are known.
- 6.8.2.25. Electronic control devices shall be used in a manner that recognizes the potential additional risks that can result from situations; involving persons who are in an emotional crisis that may interfere with their ability to understand the consequences of their actions or to follow directions; involving persons with disabilities whose disability may impact their ability to communicate with an officer, or respond to an officer's directions; and involving higher risk populations that may be more susceptible to injury as a result of electronic control devices. Officers should consider the particular subject and any vulnerabilities they may have such as: juveniles, pregnant women, persons who are small in stature, and the elderly.
- 6.8.2.26. Alternative tactics shall be utilized where the officer has prior information that the subject suffers from a disability which would increase the danger to that person by using the Electronic Control Device. i.e. a person at the scene tells an officer that the subject has a heart condition.
- 6.8.2.27. Deployed probes that have been removed from a suspect should be treated as a bio-hazard and preserved as evidence.

- 6.8.2.28. Where EMS is available, their services may be utilized for the removal of darts that have penetrated the skin as long as such removal can be accomplished without causing further injury or pain to the subject.
- 6.8.2.29. All persons who have been the subject of an Electronic Control Device deployment shall be cleared medically and monitored for a period of time with a focus on symptoms of physical distress. Any person who appears to be having any form of physical distress following the deployment of an ECD, shall be transported to a medical facility for a medical examination. It should be noted that studies indicate that persons who suffer from excited delirium may not be immediately impacted and the onset of difficulty may occur a period of time after the police control event.
- 6.8.2.30. Electronic control devices shall not be used on animals unless necessary to deter vicious or aggressive behavior that threatens the safety of officers or others.
- 6.8.2.31. Mandatory Medical Clearance at Hospital:
 - 6.8.2.31.1. All persons who have been subjected to the effects of an ECD should be evaluated by EMS, however the following circumstances would justify treatment at a hospital:
 - 6.8.2.31.2. Persons struck in a sensitive area-eyes, head, genitals, female breasts.
 - 6.8.2.31.3. Where the probes have penetrated the skin and EMS cannot safely remove darts in accord with this policy.
 - 6.8.2.31.4. Persons who do not appear to have fully recovered after a short period of time (Model Policies use a ten-minute time limit, however, officers who observe unusual physical distress should immediately call for medical assistance and should not wait the ten-minute recovery period recommended by some of the model policies)
 - 6.8.2.31.5. Persons who fall into one of the vulnerable classes such as juveniles, pregnant women, persons who are small in stature, persons who officers become aware have a pre-existing medical condition that increases danger and

the elderly.

6.8.2.31.6. Subjects who request medical assistance.

6.8.2.32. Additional Documentation:

6.8.2.32.1. This department shall report all incidents involving the use of an electronic control device to the Criminal Justice Training Council on a form determined by the Council.

6.8.2.32.2. All deployments of an Electronic Control Device shall be documented including those cases where a subject complies once threatened with such a device. By documenting the non-discharge uses, an agency establishes officer judgment and control as well as the deterrent effect of this tool. Documentation shall be done using the Response to Active Resistance (RAR) form detailed in this policy.

6.8.2.32.3. Photographs of the affected area should be taken following the removal of darts from the subject to document any injury.

6.8.2.32.4. Supervisory personnel shall be notified and shall review all Electronic Control Device deployment for consistency with policy and training.

6.8.2.32.5. Darts/Cartridges shall be properly stored and maintained as evidence following a discharge.

6.8.2.32.6. Officers are required to complete a "response to active resistance form" which shall be reviewed by a supervisor following the ECD use.

6.8.2.32.7. All deployments shall be reviewed by a supervisor as well as training personnel.

6.8.2.32.8. Where there is any indication of lasting injury, claim or complaint, internal data from device shall be maintained.

6.8.3. Impact Weapons: Batons, ASP/Expandable Baton

6.8.3.1. Impact weapons may be utilized in cases where the officers believe the use of these weapons would be reasonable to bring the event under control.

- 6.8.3.2. Examples would be where other options have been utilized and failed or where, based on the officer's perception at the time, the other options would not be successful in bringing the event to a successful conclusion.
- 6.8.3.3. Officers shall not intentionally strike a person in the head with an impact weapon unless deadly force would be justified.
- 6.8.3.4. Impact tools as non-impact weapons: Officer may use impact tools for non-impact strike techniques such as come-along and restraint holds in accordance with agency training.
- 6.8.4. Specialty Impact Munitions
 - 6.8.4.1. Specialty Impact Munitions are authorized for use by trained sworn personnel for the purpose of overcoming resistance, preventing escape, or effecting an arrest of suspects, or for subduing suicidal subjects when it would be otherwise impractical or unsafe to approach them. The round should be considered an impact weapon within the continuum of force and should be utilized in accordance with policy. The less lethal round can be used in other special circumstances as reasonably necessary. (Example: To deter vicious animals, or special tactical operations)
 - 6.8.4.2. Only sworn personnel who have been trained will be qualified to carry and deploy the specialty impact munition. Those officers must also be qualified to carry and deploy the department 12ga shotguns. Some officers may also be trained and qualified to deploy these munitions from a 37/40mm launcher.
 - 6.8.4.3. Less lethal shotguns are identified by their orange stocks. These guns will be loaded with less lethal rounds only. They will be stored in a gun locker that is separate from the regular gun locker. Only less lethal ammunition will be stored in the locker with the beanbag guns. No live ammo will be stored in the less lethal locker and no less lethal munition will be stored in the regular gun locker.
 - 6.8.4.4. Specialty impact munitions will be deployed from designated shotguns only, unless specifically authorized otherwise. (Example: Tactical Team personnel during a tactical operation and under the instruction of the tactical commander or team leader)
 - 6.8.4.5. Whenever less lethal rounds are being deployed, lethal cover must also be present.

- 6.8.4.6. All efforts will be made to communicate to other officers that specialty impact munitions are being deployed.
 - 6.8.4.7. All suspects shot with a less lethal round will be provided medical attention as soon as practical.
 - 6.8.4.8. Whenever less lethal rounds are deployed, other than in training, personnel will complete a Response to Active Resistance Report and notify the shift supervisor. If possible, photographs and documentation of injuries sustained will be obtained.
 - 6.8.5. Immediate measure of defense - Where necessary an officer may take action or use any implement to defend the officer's life or safety, or the life or safety of another, with implements or devices not normally intended to be weapons or issued as public safety equipment.
- 7.0 Reporting Response to Active Resistance:
- 7.1. Purpose: It is the purpose of this policy to provide police employees and supervisors with guidelines for reporting response to active resistance. The department will develop a Response to Active Resistance (RAR) form to capture all required information described in this policy.
 - 7.2. This policy mandates that members of the Department accurately, completely and timely report subject control of active resistance and a supervisor conducts a prompt review and reports the findings.
- 8.0 Definitions:
- 8.1. Reportable response to active resistance: Verbal commands, soft-empty hand control, and handcuffing do not require a separate reporting form. The following are reportable force options when used by an officer to compel compliance from a subject in conformance with the officer's official duties, whether on or off duty or while employed in an off duty paid detail, include:
 - 8.1.1. Chemical Spray: Where subject exhibits some level of active resistance/active aggression, officers may use chemical spray to temporary incapacitate the subject.
 - 8.1.2. Electronic Control Devices: Where subject exhibits some level of active resistance/active aggression an officer may use an electronic control device to temporarily incapacitate the subject. (See additional documentation-ECD section)
 - 8.1.3. Hard Hand Control: Punches and other physical strikes, including knees, kicks and elbow strikes that have the possibility of creating mental stunning and/or motor dysfunction.
 - 8.1.4. Impact Weapons: Batons, ASP/Expandable Baton, Specialty Impact Munitions may be utilized in cases where the officers believe the use of

these weapons would be reasonable to bring the event under control. Examples would be where other options have been utilized and failed or where based on the officer's perception at the time, the other options.

- 8.1.5. Impact Weapons: Batons, ASP/Expandable baton may also be used for non-impact techniques such as come-along and restraints as trained by this agency.
- 8.1.6. Pointing of Firearms: Any time an officer points a firearm at an individual to gain compliance, notwithstanding the fact that deadly force is not ultimately deployed. This does not include drawing a firearm and maintaining at the low-ready position.
- 8.1.7. Firearms discharges: Any discharge of a firearm other than at the range or during qualification whether unintentional, for animal dispatch, or whether a subject is hit or not will be reported in a separate manner consistent with these policies.
- 8.1.8. Canine use: Use of a police canine will be reported on a special form to capture any form of use whether there is contact with a subject or not.
- 8.1.9. Deadly Force: Force that creates a substantial likelihood of causing serious bodily harm or death.
- 8.2. Procedures:
 - 8.2.1. Officers who become involved in an incident that required any reportable force option are required to immediately notify their supervisor. The involved officer will provide a detailed documentation of the use of force utilized in the official police report prepared for the incident involved.
 - 8.2.2. A Report of Response Active Resistance (RAR) form shall be prepared whenever an officer of this agency utilizes reportable force, as described in the definition of this policy, in the performance of their duties.
 - 8.2.3. The RAR form will be completed in detail including a narrative account of the following:
 - 8.2.3.1. The actions of the subject that necessitated that use of force as a response to overcome the active resistance of the subject.
 - 8.2.3.2. The reasons why force was required and the type of force the officer utilized in overcoming the resistant subject.
 - 8.2.3.3. Any injuries or complaint of injuries of either the subject or the officer and any medical treatment received.
- 8.3. Supervisory Responsibilities: Once notified of an incident in which an officer has utilized reportable force, the supervisor, to the extent that one is available, will review the incident. If the involved officer's supervisor is not available, or it is a

supervisor involved, the incident will be reviewed by the supervisor of the next shift. The supervisor will accomplish the following review steps:

- 8.3.1. Review the facts of the incident to determine if reasonable force was utilized. If unreasonable force is suspected, or in the case of deadly force, the incident will be referred to the Chain of Command for assignment to Internal Affairs and/or an outside agency.
- 8.3.2. If a crime scene exists, or police equipment exists, which may contain forensic evidence, the supervisor shall ensure that the scene and evidence is processed, photographed and preserved.
- 8.3.3. If appropriate, take photographs of the involved officer(s) and subject(s) depicting any potential injuries or documenting the lack of any injuries to the parties involved.
- 8.3.4. If applicable, interview, preferably recorded, all witnesses to the incident and document their description of the event.
- 8.3.5. Ensure that a qualified health care provider handles any injuries or other medical condition being experienced by the involved person or officer.
- 8.3.6. The supervisor shall review and preserve any video recording of the incident, if available, prior to the approval of the officer's reports.
- 8.3.7. The supervisor reviewing the use of reportable force shall be responsible for the review and approval of the officer's reports of the incident, when practicable.
- 8.3.8. The involved officer will complete the RAR prior to completing their shift and submit it along with the officer's report to their supervisor (as specified above) for review. Supplemental information may be added in a later report.

ESSEX POLICE DEPARTMENT
Operational Directive



Date Issued: Draft March 2008	Number: 2.5.7
FORCE Sniper Operations	<input checked="checked" type="checkbox"/> New <input type="checkbox"/> Amends <input type="checkbox"/> Rescinds
Authorized Signature: <u>Mike P. Y.</u> Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: <u>3/1/2008</u>	Review Date: <u>3/1/2021</u>

1.0 MISSION STATEMENT

- 1.1 The mission of the Essex Police Sniper is to support the Essex Tactical Team in its efforts to protect the citizens of Essex, and others who work and travel through the community, through intelligence gathering, reporting, and the delivery of precision shot placement on selected targets. Also to carry out these endeavors in a covert manner through the use of field-craft and long range deployment.

2.0 SELECTION

- 2.1 The Chief of Police, with the recommendations of the Tactical Commander, will make the selection of the sniper. A candidate for a sniper position will be required to pass all aspects of the selection process for a Tactical Team member as well as a skills assessment related to shooting a precision rifle. In that a sniper must exercise great patience, sound judgment, and the ability to operate independently. The Tactical Commander will provide a selection process for this position to determine the candidate's qualifications.

3.0 TRAINING

- 3.1 All sniper training and training programs must be approved by the Tactical Commander or his/her designee.
- 3.2 The sniper will successfully complete a basic sniper training course that is at least 40 hours in duration from a reputable training facility. Snipers will be required to meet all other training requirements of the Essex Tactical Unit. In addition, snipers will be required to conduct practice type live fire training on a monthly basis (zeroing & shooting positions) and pass a sniper qualification course at least once per quarter.
- 3.3 Snipers will also train at least once per month in basic skills that may include but not be limited to:
 - Equipment maintenance
 - Ballistics
 - Observation
 - Field Craft
 - Co-coordinated fire
 - Deployment consideration
 - Range and Windage
 - Hide preparation
 - Documentation (Data books / Training logs)
- 3.4 Snipers will be encouraged to participate in competitive sniper training events.

4.0 EQUIPMENT

- 4.1 Snipers will be required to use and maintain a bolt-action rifle/scope system that is approved by the Tactical Commander. This rifle will be capable of shooting at least minute of angle groups at 100 yards; will have at least a magazine capacity of four rounds. The rifle will incorporate a quality bi-pod and sling.
- 4.2 The scope will be adjustable for windage and elevation through the use of target style turrets and should incorporate a range finding type reticle.
- 4.3 Ammunition for this weapon system will be factory loaded match grade ammunition, unless using special purpose ammunition (ie. Bonded ammunition for barrier penetration).

4.4 Other equipment will include but is not limited to:

- BDU's
- Radio with earpiece
- Camo- netting
- Spotting scope with stand
- Drag Bag
- Rangefinder
- Ground cloth
- Backpack
- Weapon Cleaning kit
- Ghillie suit

5.0 DEPLOYMENT

- 5.1 Deployment of the snipers will be at the directive of the Tactical Commander or his/her designee. The snipers will be provided with as much information as available regarding the suspect, the case background, hostages, victims and mission objectives. The Tactical Commander or his/her designee will advise the snipers as to Rules of Engagement. (See 6.1 below)
- 5.2 Snipers will deploy as early as possible in all situations involving barricaded subjects and or hostages. The decision as to the location of the snipers hide will be left to the snipers. Once in the hide the snipers will relay their location to the Tactical Commander, or his/her designee, for reference. Snipers will provide all gathered intelligence to the Tactical Commander. Snipers will provide information in regards to approach routes, site information, available target information, and available fields of fire.
- 5.3 Snipers may be utilized whenever practical in VIP protection, high-risk warrant service, and covert surveillances.
- 5.4 Snipers will not be deployed as single units.

6.0 RULES OF ENGAGEMENT

- 6.1 The snipers will be advised of the rules of engagement prior to deployment. These rules are subject to change as directed by the Tactical Commander or Team Leader to best suit the mission objectives. The rules will be as follows:
- (I) *Natural Discretion* - In defense of life in accordance with the Essex Police Department Deadly Force policy.
 - (II) *Authorized to Engage* - authorization is given to engage the suspect at the first available opportunity.

(III) *Command Fire* - Engage on the verbal command of the Tactical Commander (Command Count down, stand by, 4,3,2,1)

(IV) *Hold Fire* - Not authorized to engage suspect.

6.2 In the case of a mutual aid response, snipers will deploy under Natural Discretion rules of engagement. All other authorization to engage a suspect during a mutual aid response will come from the Essex Tactical Commander or his/ her designee only.

ESSEX POLICE DEPARTMENT
Operational Directive



Date Issued: February 23, 2004	Number: 2.3.3
TRAFFIC ENFORCEMENT Speed Enforcement	<input checked="checked" type="checkbox"/> New <input type="checkbox"/> Amends <input type="checkbox"/> Rescinds
Authorized Signature: <u><i>[Signature]</i></u> Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: <u>2/23/2004</u>	Review Date: <u>2/1/2021</u>

1.0 PURPOSE

- 1.1 To establish guidelines and procedure relating to the enforcement of speed violations to include the operation and maintenance and of department radar/laser units.
- 1.2 The Essex Police Department utilizes speed-measuring to:
 - (I) Monitor and enforce speed limits at high or potentially high accident locations where speed limit violations are predominant.
 - (II) In response to citizen complaints concerning speeding motorist.
 - (III) To conduct traffic volume and speed percentile studies.

2.0 POLICY

- 2.1 All radar and laser units used by the Essex Police Department will meet or exceed the specifications of the National Highway Traffic Safety Administration and the International Association of Chiefs of Police.
 - (I) All units shall comply with local, state and federal regulations

3.0 PROCEDURE

- 3.1 The following procedures have been established for the use of radar and laser units:
- (I) All units will be operated in compliance with the manufacturer's instructions.
 - (II) All officers utilizing the units will be properly certified through the Vermont Criminal Justice Training Council, and be updated with any additional information released by the manufacturer by a certified instructor.
 - (III) The radar/laser unit must be properly installed and connected to the appropriate power supply.
 - (IV) The effective range of the particular unit must be thoroughly understood by the operator so visual observations can support the speed meter readings.
 - (V) The operator must choose an appropriate location where speed has been identified as a factor through personal experience or through directions of the supervisor. The officer should choose a spot conducive to the effective and safe operation of speed measuring devices.
 - (VI) The radar or laser unit will be properly checked to ensure accuracy in checking speed. This check will be performed prior to use at a location. Most manufacturers recommend specific methods of checking the unit and are to be followed without exception.
 - (VII) An operational check of the radar/laser unit will be made at the beginning of each shift. The unit will be checked again at the end of each shift if a Vermont Traffic Complaint was issued.
 - (VIII) If a radar or laser unit fails the operational check, the officer will immediately take it out of service and notify the shift supervisor as well as the officer designated to the regular maintenance of such pieces of equipment.
 - (IX) Officers will not perform any repair work on the radar units unless properly trained.
- 3.2 PACING – When establishing a speed violation by “pacing”, the officer should follow the vehicle being paced for at least $\frac{1}{4}$ of a mile while keeping a constant distance between them. This will allow the officer to obtain a reading on the speedometer indicating that the vehicle being paced is exceeding the posted speed limit.
- (I) Officers must be prepared to testify to the accuracy of the speedometer of the vehicle used while pacing the violator.
- 3.3 ENFORCEMENT OF SPEEDING LAWS – Officers are generally entitled to using their own discretion when it comes to enforcement of motor vehicle speed violations.
- (I) Officers must take the following into consideration:
 - A. Time of Day
 - B. Location
 - C. Weather
 - D. Consideration for the safety of others

3.4 ELEMENTS FOR COURT – The officer must establish the time, place and location of the vehicle being stopped, the identity of the operator, the speed of the vehicle, and the visual and radar or laser check of the vehicle.

(I) The officer must also establish the following:

- A. His/her qualifications and training.
- B. That the radar or laser unit was operating and was operated properly.
- C. The radar or laser unit was tested for accuracy prior to and after use of the unit by the approved method.
- D. That the posted speed limit signs in the area in which the vehicle was stopped were properly posted at the time of the infraction.

4.0 MAINTENANCE OF SPEED MEASURING EQUIPMENT

4.1 The Laser Radar Coordinator is responsible for the periodic and required maintenance and repair that is needed to the radar and laser units. The Laser Radar Coordinator will keep all records and certificates that are necessary for all repairs and calibrations that are done. Copies will be kept in the supervisor's office for court use.

4.2 Units will only be serviced by the manufacturer in the event of a problem.

ESSEX POLICE DEPARTMENT
Operational Directive



Date Issued: Draft February 2016	Number: 2.5.6
FORCE Tactical Team	<input checked="checked" type="checkbox"/> New <input type="checkbox"/> Amends <input type="checkbox"/> Rescinds
Authorized Signature: <u><i>Mike P / y</i></u> Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: <u><i>2/1/2014</i></u>	Review Date: <u><i>2/1/2021</i></u>

1.0 MISSION STATEMENT

- 1.1 The Essex Tactical Team is comprised of sworn officers and sniper(s) who are highly trained and motivated to work together to ensure a positive outcome of a mission.
- 1.2 The mission of the Essex Tactical Team is to provide support services to the Essex Police Department and other Law Enforcement agencies where additional firearms and tactical training are required, beyond that of a normal patrol officer's training, in order to facilitate the safest resolution to hostage incidents, barricaded suspects, sniper situations, high risk warrant service and other circumstances, as deemed necessary, in order to protect the lives of those involved.

2.0 CHAIN OF COMMAND

- 2.1 Incidents requiring the assistance of the tactical team are under the supervision of the Incident Commander at the time of the incident. The Incident Commander holds the responsibility for the first response to the incident, the establishment of a containment perimeter, staging area, and command post. The request for the tactical team's response is the decision of the Incident Commander.

- 2.2 The Incident Commander will maintain command of the incident. The Tactical Commander, or in his/her absence, the Tactical Team Leader, will assume the responsibility for the deployment of the tactical team.
- 2.3 The Tactical Commander or his/her designee will have the responsibility for approving all tactical operational plans.
- 2.4 The Tactical Commander will maintain all training and operational records relating to the tactical team.
- 2.5 The Tactical Team Leader will disseminate and carry out orders from the Tactical Commander, assist in planning, command team movement, team responsibilities, and deployment of equipment to accomplish the given objective.
 - (I) In the absence of the Tactical Commander, the Tactical Team Leader will assume his/her role.
 - (II) The Tactical Team Leader will be responsible for writing the after action report for each mission.
- 2.6 If hostage/crisis negotiators are used as a separate entity at a situation, they should be under the command of the Incident Commander or his/her designee.
 - (I) The Incident Commander or his/her designee shall ensure cooperation and coordination between patrol, the tactical team and the negotiators.

3.0 SELECTION OF TEAM MEMBERS

- 3.1 Positions on the tactical team will be open to any sworn officer who has two years of service with the Essex Police Department. These positions will be posted or notified via department e-mail. Applicants should respond in writing to the Tactical Commander.
- 3.2 Applicants will be tested with a written test, job specific firearms proficiency, and job specific physical fitness. Each applicant's scores will then be ranked in descending order. The highest-ranking applicant will then be evaluated by the Tactical Commander for his/her recommended selection. All team member positions are voluntary and are secondary to regular duties.
- 3.3 The Tactical Commander will have the responsibility for recommending the selection of team members to the Chief of Police.

4.0 DEPLOYMENT / ACTIVATION

- 4.1 The Incident Commander shall assess the situation and, if the tactical team is deemed necessary, shall request the tactical team by notifying the Tactical Commander or his/her designee. The request should include the nature of the call, the location, any weapons or known threats, possible areas for staging or command posts, and approach routes.

- (I) The Incident Commander or his/her designee shall inform the Chief of Police, through the chain of command, that the tactical team has been activated.

4.2 The decision for a mutual aid response of the tactical team will be at the discretion of the Chief of Police or his/her designee. The control of the tactical team while at a mutual aid response will be only through the Tactical Commander or the Team Leader. No equipment used by the tactical team will be loaned to other agencies unless authorized by the Tactical Commander or his/her designee.

- (I) In the event the Essex Police Tactical team requires mutual aid or additional support, the request should be made to the Vermont State Police.

5.0 USE OF FORCE

5.1 The tactical team is held to the current Use of Force/Use of Deadly Force policies of the Essex Police Department and by State and Federal law as applicable.

6.0 TRAINING

6.1 The Essex Tactical team will train on a monthly basis. At least once a year the Tactical team will be required to pass the minimum job specific fitness test being used by the Essex Tactical Team.

6.2 Tactical Team members who miss two or more training sessions per year, without the prior approval of the Tactical Commander, may be expelled from the tactical team and will be required to re-apply and re-test in all areas and or compete against other qualified applicants, if necessary, prior to being returned to the team.

7.0 EQUIPMENT

7.1 Each Tactical team member will be required to have the following equipment items:

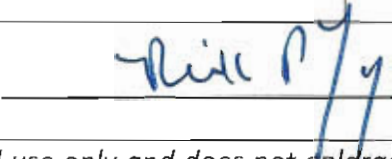
- Camouflage BDU's
- Helmet
- Heavy Vest
- Elbow / Knee Pads
- 3 Magazines for Duty Pistol
- Duty Pistol
- Radio with Earpiece
- Goggles
- Low Ride Holster
- M-3 Light for Pistol
- Emergency Medical Kit

7.2 In addition, the Tactical Unit will have at its disposal the following:

- Gas Mask
- 37mm Gas Guns
- 12 Gage Shotguns with Lights
- .223 Carbines
- Ballistic Shields
- Search Mirror
- Throw Phone
- Entry Tools
- Flash Bangs
- Non-pyrotechnic and pyrotechnic chemical rounds
- Launchable Impact Weapons
- Rubber Gloves
- Special Impact Munitions

ESSEX POLICE DEPARTMENT
Operational Directive



Date Issued: July 1, 2001	Number: 2.3.2
TRAFFIC ENFORCEMENT Zero Tolerance Enforcement	<input checked="" type="checkbox"/> New <input type="checkbox"/> Amends <input type="checkbox"/> Rescinds
Authorized Signature: <u></u> Chief of Police	
<i>This policy is for internal use only and does not enlarge an employee's civil liability in any way. The policy should not be construed as creating a higher duty of care, in an evidentiary sense, with respect to third party civil claims against employees. A violation of this policy, if proven, can only form the basis of a complaint by this department for non-judicial administrative action in accordance with the laws governing employee discipline.</i>	
Date Implemented: <u>7/1/2001</u>	Review Date: <u>07/01/2020</u>

1.0 PURPOSE

- 1.1 To establish policy to ensure that all members of the department handle certain issues exactly the same way.
- 1.2 It is the duty of all members to enforce the laws of the state of Vermont, it is not within department policies to select and choose which state laws members' wish to enforce.
- 1.3 Nothing in this policy should be construed to negate the need to prioritize calls for service.

2.0 POLICY

- 2.1 All members will take No Tolerance enforcement action for violators of state law in regards to:
 - (I) Operating a vehicle while under the influence of intoxicating liquor or other substance. (T23 VSA 1201)

- (II) A person under the age of 21 operating a vehicle while under the influence of intoxicating liquor with a blood alcohol content of 0.02 or more.
(T23 VSA 1216)
- (III) Any violation of law pertaining to the use of child restraint systems.
(T23 VSA 1258)
- (IV) Any violation of law pertaining to the use of safety belts.
(T23 VSA 1259)

**ESSEX POLICE DEPARTMENT
RESPONSE TO RESISTANCE REPORT**

Form must be completed by the end of the shift in which the incident occurred and copies distributed as follows: Case File, Chain of Command (Shift Supervisor, Captain/Executive Officer and Chief of Police).

INCIDENT #: _____ DATE: _____ TIME: _____ Hrs.
LOCATION OF INCIDENT: _____

OFFICER INFORMATION

NAME: _____

MEDICAL TREATMENT REQUIRED ☐ Yes ☐ No ☐ INJURY/WORKMAN'S COMP. PAPERWORK COMPLETED

DESCRIBE INJURY: _____

☐ TRANSPORTED TO UVM MEDICAL CENTER / RELEASED ☐ TRANSPORTED TO UVM MEDICAL CENTER / ADMITTED

☐ SEEN BY RESCUE IN THE FIELD / REFUSAL ☐ OTHER: _____

TREATING PHYSICIAN: _____

☐ PHOTOGRAPHS TAKEN BY WHOM: _____

DUTY STATUS: ☐ RETURN TO DUTY ☐ LIGHT DUTY ☐ SHORT TERM DISABILITY ☐ LONG TERM DISABILITY

☐ OTHER: _____

SUSPECT INFORMATION

NAME: _____ DOB: _____ RACE: _____ GENDER: _____

HEIGHT: _____ WEIGHT: _____ EYES COLOR: _____ HAIR COLOR: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE #: _____ WORK PHONE: _____ EMAIL: _____

CRIMINAL CHARGES:

OFFENSE: _____ TITLE: _____ SECTION: _____

OFFENSE: _____ TITLE: _____ SECTION: _____

OFFENSE: _____ TITLE: _____ SECTION: _____

OFFENSE: _____ TITLE: _____ SECTION: _____

☐ NO INJURY ☐ COMPLAINT OF INJURY ☐ BRUISING ☐ UNCONSCIOUS ☐ OTHER MINOR: _____

☐ OTHER MAJOR INJURY: _____ ☐ DEATH

☐ TRANSPORTED TO UVM MEDICAL CENTER / RELEASED ☐ TRANSPORTED TO UVM MEDICAL CENTER / ADMITTED

☐ SEEN BY RESCUE IN THE FIELD / REFUSAL ☐ OTHER: _____

TREATING PHYSICIAN: _____

☐ PHOTOGRAPHS TAKEN BY WHOM: _____

PERCEIVED SUSPECT ACTIONS

- ☐ MENTALLY IMPAIRED ☐ UNDER THE INFLUENCE OF DRUGS / ALCOHOL ☐ EXCITED DELIRIUM
☐ COMPLIANT ☐ ARGUMENTATIVE ☐ RESISTANT (PASSIVE-NO PHYSICAL RESISTANCE)
☐ RESISTANT (ACTIVELY-PHYSICAL DEFIANCE) ☐ ASSAULTIVE (BODILY HARM-ACTUAL ATTACK)
☐ ASSAULTIVE (SERIOUS BODILY HARM / DEATH - ATTACK)

SUSPECT WEAPONS: (CHECK ALL THAT APPLY)

- ☐ HANDS ☐ FEET ☐ IMPACT ☐ EDGED ☐ FIREARM ☐ VEHICLE ☐ CHEMICAL ☐ OTHER: _____

OFFICER RESPONSE

- ☐ OFFICER PRESENCE ☐ VERBAL COMMANDS ☐ CONTACT CONTROL (HANDS ON, ELBOW/WRIST GRASP, HAND ROTATION)
☐ COMPLIANCE TECHNIQUES (HAND ROTATION, CHEMICAL SPRAY, TAZER) ☐ DEFENSIVE TACTICS (BATON STRIKES, KICKS)
☐ DEADLY FORCE (FIREARMS, LEATHAL STRIKES, IMPACT WEAPONS)

RESTRAINT DEVICES:

- ☐ HANDCUFFS ☐ CHECK FOR FIT AND DOUBLE LOCKED
☐ LEG IRONS ☐ CHECK FOR FIT AND DOUBLE LOCKED
☐ TRANSPORT BELT ☐ HOBBLE ☐ SPIT HOOD

CONTACT CONTROL/ COMPLIANCE TECHNIQUES:

ESCORTS: ☐ FRONT WRIST LOCK ☐ REAR WRIST LOCK

TAKE DOWNS: ☐ ARM BAR ☐ REAR WRIST LOCK ☐ SHOULDER LOCK ☐ BATON TAKE DOWN ☐ MULTIPLE OFFICERS

STRIKES: ☐ PUNCH ☐ PALM HEEL ☐ HAMMER FIST ☐ FOREARM ☐ ELBOW ☐ KNEE STRIKE
☐ LEG KICK ☐ SHIN RAKE ☐ FOOT STOMP ☐ BATON ☐ OTHER IMPACT: _____

CHEMICAL: _____

WAS THE APPLICATION EFFECTIVE? ☐ YES ☐ NO

NUMBER OF TIMES APPLIED: _____

APPROXIMATE DISTANCE FROM SUSPECT: _____

LOCATION OF APPLICATION:	EYES:	<input type="checkbox"/> CLOSURE	<input type="checkbox"/> TEARS	<input type="checkbox"/> NO EFFECT
	NOSE:	<input type="checkbox"/> DISCHARGE	<input type="checkbox"/> IRRITATION	<input type="checkbox"/> NO EFFECT
	SKIN:	<input type="checkbox"/> REDNESS	<input type="checkbox"/> BURNING	<input type="checkbox"/> NO EFFECT
	BREATHING:	<input type="checkbox"/> COUGHING	<input type="checkbox"/> LABORED	<input type="checkbox"/> NO EFFECT

OC SPRAY WARNING READ: ☐ Yes ☐ No

ATTACHED: ☐ Yes ☐ No

TASER: ☐ DISPLAYED ☐ DEPLOYED ☐ DRIVE STUN

(INDICATE IMPACT "X" AREA ON DIAGRAM)

DEPLOYMENT DISTANCE: _____

NUMBER OF CYCLES: _____

CARTRIDGE(S) SERIAL #'S: _____

AFIDS COLLECTED: ☐ Yes ☐ No

STATE CONDUCTED ELECTRICAL WEAPON REPORTING FORM COMPLETED: ☐ Yes ☐ No ATTACHED: ☐ Yes ☐ No

DEFENSIVE TACTICS: (INDICATE IMPACT "X" AREA ON DIAGRAM)

WAS THE APPLICATION EFFECTIVE? ☐ YES ☐ NO

PEPPER BALL ROUND: # OF HITS _____ # OF MISSES: _____

APPROXIMATE DISTANCE WHEN DEPLOYED: _____

12ga Bean Bag: # OF HITS: _____ # OF MISSES: _____

APPROXIMATE DISTANCE WHEN DEPLOYED: _____

BATON: ☐ FOREHAND STRIKE ☐ REVERSE STRIKE ☐ CLOSED BATON STRIKE

DEADLY FORCE: (INDICATE IMPACT "X" AREA ON DIAGRAM)

FIREARMS:

☐ DISPLAY ONLY ☐ DISCHARGE

☐ HANDGUN ☐ SHOTGUN ☐ LONG GUN

WEAPON MAKE#: _____ WEAPON MODEL#: _____ WEAPON SERIAL#: _____

OF ROUNDS FIRED: _____ # OF HITS: _____

OF ROUNDS ACCOUNTED FOR: _____ # OF ROUNDS UNACCOUNTED FOR: _____

APPROXIMATE DISTANCE WHEN DEPLOYED: _____

REASON FOR FORCE

☐ TO EFFECT AN ARREST ☐ TO DEFEND SELF ☐ TO DEFEND ANOTHER OFFICER ☐ TO DEFEND OTHER PERSON

☐ TO TAKE INTO PROTECTIVE CUSTODY ☐ OTHER: _____

WITNESSES:

OFFICERS PRESENT: _____

DID ANYONE WITNESS THE RESISTANCE? ☐ Yes ☐ No

STATEMENT(S) TAKEN: ☐ Yes ☐ No

WITNESS#1: NAME: _____

ADDRESS: _____

PHONE #: _____

WITNESS#2: NAME: _____

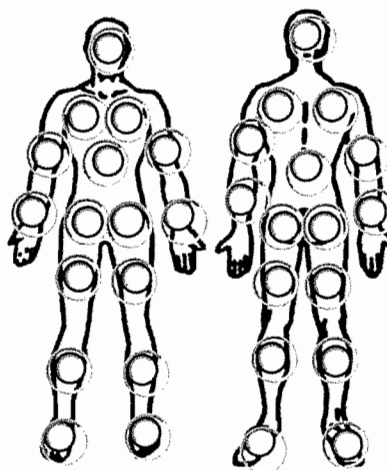
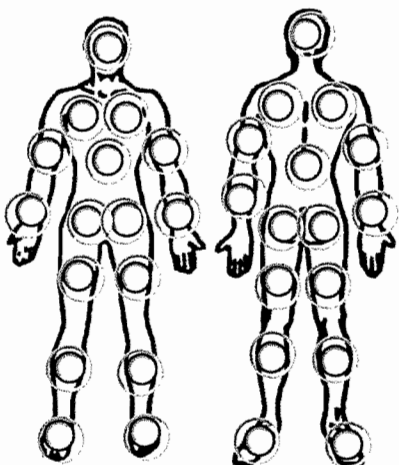
ADDRESS: _____

PHONE #: _____

(INDICATE IMPACT "X" AREA ON DIAGRAM)

SUSPECT

OFFICER



SUMMARY OF INCIDENT

NARRATIVE:

SUPERVISORY REVIEW:

VIDEO REVIEW

VIDEO AVAILABLE: ☐ YES ☐ NO
☐ BODY CAMERA ☐ DASHBOARD CAMERA ☐ CCTV ☐ OTHER: _____

VIDEO REVIEWED BY: _____

VIDEO PRESERVED: ☐ YES ☐ NO DATE: _____ TIME: _____

LOCATION: _____

BY WHOM: _____

USE OF FORCE REVIEW

SUPERVISOR: _____

DATE: _____

ON-SCENE SUPERVISOR: ☐ Yes ☐ No

COMMENTS:

EXECUTIVE OFFICER: _____

DATE: _____

COMMENTS:

CHIEF OF POLICE: _____

DATE: _____

COMMENTS:

Law Enforcement Modernization in Vermont
A Partial Roadmap & Commitment by Law Enforcement Agencies to Work with our Communities to Achieve
DRAFT Updated June 11, 2020

Initial drafting by the Department of Public Safety, Office of the Vermont Attorney General, Vermont Association of Chiefs of Police, Vermont Criminal Justice Training Council, and the Vermont Sheriff's Association in consultation with community representatives of the Fair & Impartial Policing committee.

America has experienced a tipping point in the nationwide crisis involving police use of force. Awareness and acknowledgement of institutionalized racism throughout the criminal justice system has likely never been at a higher level.

In Vermont, there must be a systematic approach to comprehensive police reform. While much of this work has been ongoing for years, this is a time for police and the criminal justice community to listen to the concerns and calls for action and accelerate this work as rapidly as possible. It is a time for leadership from the criminal justice community to universally engage and collaborate with communities on a range of topics. Our work is about service, dignity and respect. We will move forward together to ensure we not only follow constitutional, ethical, and core values, but match the needs of our respective communities. At a minimum, that means working together with all Vermonters to end the pattern and practice of disparate, inequitable treatment of people throughout the criminal justice system. More broadly, we must forge stronger ties with the communities we serve to understand their needs and priorities and work together to resolve them. Together with our communities and partners, we commit to these changes.

What follows is an initial draft of 10 key areas for accelerating modernization by ALL law enforcement agencies in Vermont each with *some* key action items identified. Law enforcement agencies statewide stand ready to implement these, and other modernization strategies as swiftly as possible – many within 3 to 6 months. However, that pace can – and will as necessary – be tempered to provide opportunities for all Vermonters, especially those in communities that have experienced inequity firsthand, to offer us their ideas and collaborate with us to provide the best standards, practices, and outcomes we can achieve.

1. **Hiring practice** – The make-up of law enforcement agencies must proactively strive to reflect all members of the communities they serve and the communities they wish to attract. Hiring must be consistent, proactive, and standardized and agencies should focus equally on not only screening candidates 'in' for desirable characteristic but should also screen 'out' for undesirable ones. The community must be an active participant in recruiting, hiring, and retaining staff. Police academy screening and testing shall be reviewed and modernized. Specifically, the written entrance and psychological exams must be updated swiftly.

Action Items

- A. Invest in additional initiatives to reach out to a more diverse hiring pool, including measurable assessments of those efforts and outcome.
 - B. Develop and deploy model questions and selection criteria, for all new officers and staff.
 - C. Identify and deploy a new written entrance examination for police applicants.
 - D. Identify and deploy a new psychological examination tool for all police applicants.
 - E. Review and update question banks for polygraph examinations of all police applicants.
 - F. Develop and deploy a list of essential areas of inquiry for police applicant background investigations.
 - G. Develop a community-based evaluation for new applicants.
 - H. Ensure that all applicants fully disclose any prior performance or disciplinary problems and/or any existing legal agreements with former employers.
 - Option: Applicants must sign a waiver that allows previous employers to release information relating to prior job performance including any confidential agreements that are subject to non-disclosure agreements.
2. **Training** – There must be comprehensive law enforcement training modernization with emphasis on:
 - A. The importance of and detail surrounding the history of disparate treatment by police and all other

aspects of the criminal justice system. This includes the history of law enforcement upholding and protecting antiquated and unjust laws, implicit and explicit bias, cultural humility, effective communication and de-escalation. Such training must be regularly taught and updated at all levels.

- B. Consistent training and understanding of core values, drafted and adopted in collaboration with community, by all members of every agency.
- C. Mandatory annual training on critical topics including: core values of policing, cultural competency/humility, effective communication/de-escalation/use of force – including training scenarios.
- D. Emphasis on regional training delivery to ensure broad accessibility.
- E. Ongoing, sustained, advocacy with municipal and state officials for increased investment in training.
- F. Ongoing collaboration with communities to modify training as needed.

Action Items

Develop and use updated, statewide training, schedules, and different methods to provide such training.

- 3. **Promotion/supervisor selection** – Prior to any promotion, candidates must demonstrate through their work cultural awareness and their embrace of the importance and emphasis on fair and impartial policing practices as well as de-escalation and procedural justice. In other words, they must have a proven track record and understanding their role in ensuring fairness, dignity, and respect are essential in every response or encounter. This requires historical and institutional knowledge of the role of law enforcement in our country and our state. That knowledge must be applied to practice with a complete understanding of the principles of community policing and supervision. Action Items:
 - A. Develop and deploy model questions and selection criteria for all new supervisors
 - B. Develop and deploy pre-command courses and knowledge checklists for supervisors and executives to be used in selection and training of all new supervisors and as a basis to train / cross-check the knowledge of all existing supervisors. (e.g. Act 56 and other topics)
 - C. Develop a statewide hiring/consulting team for law enforcement executives (Chiefs).
- 4. **Improper Conduct Allegations** – The investigation of improper conduct must be as transparent as possible while protecting personnel and complainant privacy, including easy access to make complaints. Investigations must be consistent in outcomes and include community oversight. (As noted below, there are many different models of community oversight. We will work with our communities to develop the most suitable model(s).

Proper documentation of any investigation must be maintained. Early intervention systems must be in place to identify at the earliest opportunity officers or employees who are engaging in at-risk actions, failing to meet community or department standards, have personal welfare needs, or require training or other support. Such systems should also provide a means of identifying supervisors whose employees may be exhibiting deficiencies or needs. Early intervention provides a means for identifying potential problems and, whenever practicable, addressing them through non-punitive means to help officers and employees perform at the highest professional standards.

There must be statutory reform governing the release of police misconduct allegations as well as reform of the disciplinary grievance process. Employees discharged from service for misconduct by any agency should be reported to the Criminal Justice Training Council for consideration of de-certification.

Action Items

- A. Develop a statewide reporting portal and universal phone number for reporting allegations of misconduct. This portal will include a database of both sustained and non-sustained allegations. Develop policy for the operation, maintenance and transparency of the data housed in the portal.
- B. Develop recommendations and options for models agencies can use to engage community in the oversight process. (see also #7 below)
- C. Develop a statewide model policy for investigating allegations. The development process, in collaboration with our communities, should consider different models used outside of Vermont, including those

- involving civilian investigators or investigators from other agencies.
- D. Develop a new statutory framework for release of data and information regarding misconduct allegations for legislative consideration.
 - E. Consider a statewide investigation model for internal affairs.
5. **Data** – There must be an updated statewide data collection system that is standardized and mandatory for all agencies related to use of force, traffic stops, arrests, mental health and other related topics. This data should be used to help shape oversight and training efforts, be fully accessible to the public in easy-to-read formats and housed as a statewide database.

Action Items

- A. The Department of Public Safety (DPS) will vendor and execute contract for deploying new computer aided dispatch and records management system (in progress) and deploy the system statewide.
 - B. DPS will develop statewide, publicly accessible data dashboards for key topics including but not limited to crime reports, calls for service, use of force, race data collection, etc.
 - C. DPS will develop a methodology to report raw, comprehensive statewide data, excluding personal identifying information.
6. **Body Worn Cameras** – All law enforcement agencies must be required to use body worn cameras and have clear, consistent statewide policies governing their use - including universal policy on activation / de-activation, privacy issues, and release of camera footage.

Action Items

- A. Identify scope of need for cameras by all Vermont agencies.
 - B. Identify possible grant funding sources.
 - C. Assess use of a single statewide contract.
 - D. Work with the administration and the legislature to identify possible state startup funding sources.
 - E. Identify and make available to all communities examples of national best practices in body worn camera policies, training, and practice.
 - F. Collaborate with the community to develop a model policy and training program.
7. **Community Collaboration** – We must redouble our commitment to work with all Vermonter — especially those in marginalized communities that have borne the brunt of explicit and implicit bias — to help us strike the right balance of community and public safety needs. Law enforcement officers are members of our community who pledge to provide public safety and meet community needs in the most professional, means possible. They and their agencies lose legitimacy when they fail to meet that obligation. Without legitimacy, community safety, and officer safety, suffers.

Our nation's history tells us that such failures often arise when law enforcement adopts a "warrior" approach to public safety — where priorities are sometimes described or carried out in militaristic fashion, or where the emphasis is upon maximizing arrests or citations — rather than taking a community-based, problem-solving approach. This latter approach, sometimes referred to as the "guardian" approach to policing, encourages trust building, cooperation, and collaboration with the community.

Action Items

- A. Develop recommendations and options for models that agencies can use to collaborate with our community in hiring, training, promotion, policy development, accountability process, as well as general information about the operation of and opportunities to partner with each agency.
 - B. Embrace restorative practices in daily operations and, possibly, as part of the process to achieve the goals and strategies within this document.
8. **Community Oversight Models** – All law enforcement agencies must one or more means of providing community oversight. Such oversight would include assessment of, and input regarding hiring, training, promotional process, policy development, and accountability/discipline.

Action Items

- A. Develop recommendations, options, and models that agencies can use to engage community in hiring, training, promotion, policy development, and accountability process.
- B. Consider stipends for community members serving in this capacity to ensure broad participation.
- C. Develop and deliver model law enforcement and criminal justice training and guidance materials for community members serving in oversight so that they may more effectively and consistently carry out their responsibilities.

9. **Policy** – There must be a statewide model policy on the use of force for all law enforcement agencies and officers. The model policy shall establish a statewide definition for what constitutes a use of force by police and the following standards shall be included:

- A. Authorizing the use of force only where it is reasonable, necessary, and proportional.
- B. Addressing the First Amendment rights of community members, including community gatherings or protests.
- C. Duty for officers to intervene on improper use of force.
- D. Prohibition of strangleholds and similar neck restraints.
- E. Requirement to de-escalate encounters with the public, whenever practicable, to reduce the risks to the public and officers alike.
- F. Issue warning before using deadly force, if possible.
- G. Prohibit firing at or from moving vehicles.
- H. Implementation of the use of force continuum.
- I. Evaluate uses of force not only for legal requirement or policy requirements, but also for any deficiencies in equipment, tactics, or training.
- J. Comprehensive reporting on all use of force and requisite review, including an assessment of de-escalation and other tactics leading up to the use of force. Such a review should also identify any equipment, resource, or training needs.
- K. Develop a feedback loop between use of force review and training. Officers complying with law and policy may nonetheless need additional training to avoid or better manage conflict or high-risk encounters in the future. Training instructors may also further refine curriculum to account for lessons learned from use of force incidents or high-risk encounters.
- L. Statutory mandate that all lethal force used by law enforcement and all deaths in custody are investigated by the Vermont State Police Major Crime Unit and reviewed independently by the Office of the Attorney General and appropriate State's Attorney.
- M. Requirements for comprehensive reporting and documentation.

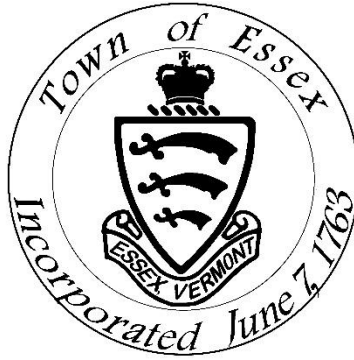
Failure to adopt the model policy should result in limitations on state funding for the agency.

Action Items

Develop and adopt statewide, in all agencies, an updated use of force policy containing, at a minimum, all of the items listed above.

10. **Military Equipment** – Develop a statewide stance on the use of surplus military equipment.

TOWN OF ESSEX



PERSONNEL GUIDELINES

Updated May 2020

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TOWN OF ESSEX PERSONNEL GUIDELINES

MISSION STATEMENT:

Our purpose is to deliver public services that maintain and improve the health, safety, welfare and quality of life in the Essex community.

GOAL STATEMENTS:

- 1) To be responsive to citizens' desires to shape their community by: balancing the diverse demands of the present generation with anticipated future needs; and maximizing the use of resources in delivering quality public services.
- 2) To retain and attract quality, customer-driven employees by: providing an environment that encourages, rewards and recognizes employees for hard work, efficiency, creativity and enthusiasm.

ORGANIZATIONAL VALUES

The quality of life and environment within the Town of Essex are enhanced by a partnership and spirit of close cooperation among its citizens, elected and appointed officials, and Town employees.

Each one of us is the Town.

Each one of us is striving for success.

We are what make the difference between a good organization and an excellent one.

As such, we value and will strive to adhere to the following principles in all of our actions.

Practice Open, Honest and Accessible Communication – Talk straight to each other. Listen to, and appreciate each other's thoughts and ideas. Confront issues in a positive, constructive manner. Encourage participation by the people who will be affected by the decisions made.

Demonstrate Honesty and Integrity – Trust, integrity and a lasting working relationship is fostered when every action is conducted in a truthful and forthright manner.

Exercise Fiscal Responsibility and Accountability – Careful management of our financial resources demonstrates our respect for each other because it is our taxes that support our organization. Fiscal responsibility recognizes that most problems cannot be solved by money alone and therefore demands fresh, proactive approaches and creativity in addressing issues. Fiscal accountability is accepting responsibility for the resources entrusted to us.

Provide Friendly and Courteous Service to all Customers – Our business is serving people. Therefore, our first responsibility is delivering quality services in a friendly, effective and efficient manner. We also seek “win-win” solutions to resolve each other’s concerns.

Welcome Diversity and Promote Equal Opportunity – Diversity provides a unique opportunity to learn from and celebrate the mosaic of individuals and cultures in our community. Our organization provides an environment that is fair to all employees and those we serve.

Treat Others with Respect, Sensitivity and Dignity – Live the “golden rule” in every interaction by demonstrating a deep regard for the diversity, needs, feelings and beliefs of all people and acknowledging the ideas and opinions of everyone. Make decisions that serve the best interest of all the people, including those who choose not to participate.

Work Together as a Team – Work cooperatively as a group to address and resolve problems. Collaboration using the knowledge and skills of each other increases effectiveness and innovation.

Emphasize Initiative and Creativity – Encourage and reward new ideas. Change is welcomed because it enhances the opportunity for the organization and individuals to grow and excel.

Support a Human Environment – Recognize the importance of human needs such as enjoyment and satisfaction in one’s work. Provide an environment that is nurturing, spirited, caring, and informal and allows individuals to stretch beyond their normal capabilities. Make certain every individual balances their professional life with their personal life. Celebrate accomplishments by consistently acknowledging good performance.

Pursue Excellence and Professionalism – Strive to continually improve the way we deliver services and perform our day-to-day activities by being more accurate, thorough, responsive, efficient and effective. The successful completion of a task is more important than who gets the credit. A professional attitude dictates an objective analysis of issues, free of personal biases and with a commitment to the organization and the community.

Section 1: INTRODUCTION

Welcome to the Town of Essex! Our Town is dedicated to providing efficient, quality, and economical municipal services to the citizens of our community. We are depending on you as an employee to help us continue to provide these quality services. The best way to accomplish this goal is by working together with mutual respect and friendly cooperation.

Section 2: PURPOSE

The purpose of these Guidelines is to document personnel policy and ensure equity in the Town’s personnel management system as established by the Selectboard and administered by the Town Manager.

EMPLOYEES OF THE TOWN NOT COVERED BY A COLLECTIVE BARGAINING AGREEMENT OR AN INDIVIDUAL CONTRACT ARE “AT WILL” EMPLOYEES.

THIS DOCUMENT CONTAINS GUIDELINES ONLY.

IT IS NOT AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE TOWN.

These Guidelines are meant to provide you with the information you need to know about policies and procedures in relation to your employment. As an employee of the Town, you should read these Guidelines and familiarize yourself with the policies. The Town realizes that situations or problems may arise which are not covered in these Guidelines and encourages you to communicate these to your Supervisor, Department Head, HR Coordinator or Town Manager, whichever is appropriate.

The Town fully supports the employee and believes in meeting your needs to the best of its ability. These Guidelines are intended to help meet your needs, but the management staff relies on your continuous contributions and suggestions to help make them aware of areas which require attention.

The Town has the right to change any of these Guidelines at any time and with no advance notice.

These Guidelines shall apply to members of the Police Department and Public Works Department only to the extent consistent with their employee association agreements and department rules and regulations.

Section 3: EMPLOYEE DEFINITION

(a) **Full-time employee** is any employee hired for a classified position to perform services who routinely works at least thirty (30) hours per week or 130 hours a month. Full-time employees are eligible for benefits.

(b) **Part-time employee** is any employee hired to perform services who routinely works less than thirty (30) hours per week but not more than 936 hours per fiscal year. Part-time employees are not eligible to receive employee benefits, except as required by law, but may receive overtime pay for hours worked over eight (8) hours in one day if specifically authorized by the Town Manager.

(c) **Regular part-time employee** is defined as any employee hired for a classified position on a year round basis and who works a minimum of 936 (average of 18 hours per week) hours per fiscal year. Regular part-time employees shall earn vacation and sick time on a pro-rated basis (see Section 10 for new hires). Any existing part-time employee whose schedule changes such that the employee is now a regular part-time employee (working more than 936 hours per year) and who has at least one year of service with the town will start to earn pro-rated vacation and sick time based upon the employee's scheduled number of hours effective the date of change.

After one year at the new schedule, the employee's actual hours worked will be reviewed and the pro-rated earnings for the next year will be based upon the actual hours worked the previous year, provided the employee's scheduled hours do not change.

(d) **Seasonal employee** is any employee hired to perform services on a seasonal basis. A seasonal employee is one who works 120 days a year or less for the employer, these days need not be consecutive. Seasonal employees are not eligible for benefits, except as required by law. Overtime must be approved in advance by the Town Manager.

(e) **Temporary employee** is any employee hired on a temporary basis (not more than 4 months consecutively), but who works at least thirty (30) hours per week. Temporary employees are not eligible for benefits. Overtime must be approved in advance by the Town Manager.

*** Months are measured from the first day of the full calendar of employment.*

For hourly Employees, the Employer uses a special measurement method (Called the "look-back" method) to determine whether each employee has sufficient hours of service to obtain full-time status for purposes of group health plan coverage, based on the rules adopted by the Internal Revenue Service to comply with the Patient Protection and Affordable Care Act ("ACA"). Details regarding each of these plan periods and rules for counting hours of service are available upon request to the Plan Administrator. Determination of full-time Employee status will be made by the Plan Administrator, in its sole and absolute discretion, in accordance with the Plan and the applicable Employer Shared Responsibility provisions of the ACA and its accompanying regulations.

(f) **Flexible Working Arrangements** An employee may request and the Town Manager shall consider flexible working arrangements according to 21 VSA 309.

Section 4: RESIDENCY

There shall be no residency requirement for any Town employee. However, the distance of travel shall not interfere with prompt arrival to the job site.

Section 5: EMPLOYEE CONDUCT/RESPONSIBILITIES

As representatives of the Town, it is expected that all employees will be professional, courteous and helpful in their contact with other Town employees and residents of the community. The following is a partial list of employee responsibilities.

(a) It is expected that employees will be prompt and regular in attendance, use working hours for work, and leave only after working hours. It is imperative that all departments be staffed or monitored at all times during normal business hours. Working hours for each employee's department will be explained by the Department Head.

(b) Employees are expected to be cooperative, to treat each other with mutual respect, and to maintain a positive work attitude at all times. A cheerful, polite attitude not only makes work

more enjoyable, but also makes it easier for fellow workers and is absolutely essential when meeting and serving the public.

(c) Possessing or being under the influence of alcoholic beverages or narcotics will not be permitted in the workplace or at Town-sponsored functions during working hours. This does not include Town-sponsored functions at facilities properly licensed to serve alcohol. Refer to the Town's Substance Abuse Policy in Section 16 of this document.

(d) Employees shall make safety a matter of continuing concern and act at all times with the understanding that the safe way to do a job is the most efficient and only acceptable way. All employees are expected to attend safety classes as required by their particular departments and read the portion of the manual that pertains to their particular job. Safety is included as part of the performance evaluation of all employees.

(e) All employees shall be as neat and clean in dress and personal appearance as their job permits. Should uniforms be required, they will be provided at the Town's expense. Employees are also expected to keep their place of work as neat as possible.

(f) If an employee's conduct falls below a desirable standard, the employee may be subject to disciplinary action. An employee may be disciplined, up to and including discharge, for any of the following reasons:

- (1) Failure to follow the orders of one's Department Head/Supervisor.
- (2) Being absent without permission.
- (3) Being habitually absent or tardy.
- (4) Being wasteful of material, property or working time.
- (5) Inability to get along with fellow employees.
- (6) Conduct which is unbecoming a Town employee.
- (7) Any criminal offense.
- (8) Unethical behavior.
- (9) Loss of a license or certificate issued by the State and/or Federal authorities needed to conduct daily work.

This is only a sample of conduct that could result in discipline and is not intended to be an exhaustive list.

Section 6: EMPLOYMENT POLICIES AND PRACTICES

(a) **Equal Opportunity and Non-Discrimination** – The Town of Essex is committed to and totally supports and adheres to equal opportunity and nondiscrimination in all aspects of employment. Candidates for employment and employees will be considered for all positions on the basis of their qualifications, abilities and job performance, regardless of race, color, religion, union status, ancestry, national origin, place of birth, age, sex (including pregnancy), or sexual orientation, gender identity, positive HIV status, military status, genetic information, or disability, if the candidate is a qualified individual for the position, to the extent provided by law. The Town shall, without regard to these differences, recruit, hire, upgrade, assign, retain and

train all employees. In addition, the Town shall administer all personnel actions such as compensation benefits, Town sponsored training, etc. without regard to these differences. Reasonable accommodation will be made for employees who are qualified individuals with a disability and for any qualified person with a disability seeking employment with the Town.

Any employee who believes that an apparent violation of this Policy has occurred is strongly encouraged to promptly report such violation to the Deputy Town Manager or the Town Manager for prompt investigation. An employee may also contact the U.S. Equal Employment Opportunity Commission JFK Building, 475 Government Center, Boston MA 02203 , or call 1-800-669-4000 (for the hearing impaired contact the EEOC TDD number at 1-800-669-6820) or in Vermont: Office of Attorney General, Civil Rights Division, 109 State Street, Montpelier, VT 05609, (802) 828-3171 (voice/TDD).

Breastfeeding in the workplace – The employer will comply with 21 VSA 305 regarding employees with a need to breastfeed.

(b) Grievance Policy for Complaints Regarding Claims of Alleged Discrimination in Access to Services, Facilities or Employment Opportunities in the Town – The following grievance procedure is provided by the Town as a means for addressing complaints from a person alleging that the Town has not provided proper access to employment opportunities to an individual with a disability. Any person who has such a complaint may have such grievance addressed in the following procedure:

The Town has designated an ADA Coordinator to assist a grievant in following the procedures set forth in this grievance policy. The ADA Coordinator is the Deputy Town Manager and may be reached at telephone number (802) 878-1341 or TTY: 7-1-1 or (800) 253-0191.

Any person with a disability who believes that the Town has failed to provide access to an employment opportunity may file a written complaint with the ADA Coordinator. Such complaint shall be addressed to the ADA Coordinator and shall state in as much detail as possible the basis for the person's belief that the Town is failing to provide proper employment opportunities.

Upon receipt of such a complaint, the ADA Coordinator shall investigate the facts as alleged, and shall attempt to resolve the grievance to the mutual satisfaction of the grievant and other parties involved. If the ADA Coordinator is unable to resolve the matter to the satisfaction of all parties within ten (10) working days following receipt of the complaint, the ADA Coordinator shall prepare findings and recommendations relevant to the matter and submit the findings and recommendations to the Town Manager.

Upon receipt of findings and recommendations from the ADA Coordinator, the Town Manager shall provide notice to the grievant of an opportunity to present testimony relative to the complaint. The Town Manager shall render a decision within thirty (30) calendar days following the completion of the hearing.

If the complaint cannot be resolved to the grievant's satisfaction by the Town Manager, the complaint will be heard by the Selectboard ("Board"). The Board will make a determination within thirty (30) days of its review of the matter. The Board's decision shall be the final administrative remedy available to the grievant.

This administrative grievance procedure is not a prerequisite to the pursuit of other legal remedies, including the pursuit of a grievance with the appropriate federal ADA enforcement agency.

(c) **Sexual Harassment/Discrimination** – The Town of Essex will not tolerate sexual harassment or discrimination prohibited by law. The Town has the responsibility to take immediate and appropriate action when sexual harassment/discrimination occurs. Sexual harassment is defined by law as:

Sexual Harassment is a form of sex discrimination and means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

Submission to that conduct is made either explicitly or implicitly a term or condition of employment; or

Submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual; or

The conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive work environment.

The policy of the Town of Essex prohibits any employee from sexually harassing another employee. Sexual harassment can occur between employees of the same gender.

Examples of Sexual Harassment include:

- Unwelcome sexual advances.
- Suggestive or lewd remarks.
- Unwanted hugs, touches, kiss.
- Request for sexual favors.
- Displaying or transmitting unwelcome sexual posters, cartoons, objects or drawings.
- Unwelcome sexual jokes, banter and explicit language.
- Derogatory or provoking remarks about or relating to an employee's sex or sexual orientation.
- Harassing acts or behavior directed against a person on the basis of their sex or sexual orientation, off-duty conduct which falls within the above definition and affects the work environment.
- Conditioning any term of employment on the provision of sexual favors.
- Continuing to ask an employee to socialize on or off duty when that person has indicated a lack of interest.

This is only a sample of conduct that could be considered sexual harassment and is not intended to be an exhaustive list.

It is a violation of this policy and unlawful to retaliate against an employee for filing a complaint of sexual harassment or for cooperating in an investigation of sexual harassment. Retaliation will be punished as a separate offense and can result in discipline as described below.

Consequences for committing sexual harassment may include:

Disciplinary action, from a verbal warning to dismissal, damages and other relief for the victim, civil penalties up to \$10,000 per violation, and criminal penalties.

Employees who believe that they have been the target of sexual harassment, or who believe they have been subjected to retaliation for having brought or supported a complaint of harassment, are encouraged to directly inform the offending person or persons that such conduct is offensive and must stop. If the employee does not wish to communicate directly with the alleged harasser or harassers, or if direct communication has been ineffective, then the complainant is encouraged to report the situation as soon as possible to a direct supervisor. Every supervisor is responsible for promptly responding to or reporting any complaint or suspected acts of sexual harassment to the Department Head. If the employee believes the Supervisor is part of the problem, the employee may report directly to the HR Coordinator, the Town Manager, or Deputy Town Manager. (See notices posted in your place of work for more detailed identification of those who are designated to receive reports of harassment.) The initial report should be made in writing; however, a report will also be accepted by phone or in person. The complainant may be asked to provide written confirmation of the substance of the complaint at the initial reporting stage or soon thereafter. If a complainant needs assistance in reducing a complaint to writing, the Town will provide such assistance upon request. It is helpful to an investigation if the employee keeps a diary of events and the names of people who witnessed or were told of the harassment, if possible.

In the event the Town receives a complaint of sexual harassment, or otherwise has reason to believe that sexual harassment is occurring, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. The Town is committed, and required by law, to take action if it learns of potential sexual harassment, even if the aggrieved employee does not wish to formally file a complaint. Every supervisor is responsible for promptly responding to or reporting any complaint of suspected acts of sexual harassment. Supervisors should report to the HR Coordinator who has been designated to receive such complaints or reports, to the Town Manager, or to the Deputy Town Manager. Failure by a supervisor to appropriately report or address such sexual harassment complaints or suspected acts shall be considered to be in violation of this policy and subject to discipline. All Town employees interviewed in connection with a harassment investigation are expected to cooperate fully in the investigation by providing complete, accurate, and truthful information. Town employees may also be expected to sign statements or other documents memorializing the information provided in the course of the investigation and may be asked to keep the substance of the interview confidential until such investigation is concluded. Town employees are expected to comply fully with the investigator and failure to do so may subject the employee to discipline up to and including discharge.

Care will be taken to protect the identity of the complainant and of the accused party or parties, except as may be reasonably necessary to successfully complete the investigation. It shall be a violation of this policy for any employee who learns of the investigation or complaint to take any retaliatory action that affects the working environment of any person involved in this investigation. For this reason, the Town cannot guarantee confidentiality to the complainant, the accused, or any witnesses.

If the allegation of sexual harassment is found to be credible, the Town will take appropriate corrective action. The Town will inform the complainant and the accused person of the results of the investigation and, as appropriate, what actions will be taken to ensure that the harassment will cease and that no retaliation will occur. The complainant is not entitled to information concerning the precise nature of the discipline imposed, if any. Any employee, supervisor, or agent who has been found by the Town to have harassed another employee will be subject to sanctions appropriate to the circumstances, ranging from a verbal warning up to and including dismissal.

If the allegation is not found to be credible, the complainant and the accused person shall be so informed, with appropriate instruction provided to each, including the right of the complainant to contact any of the state or federal agencies identified below.

If a complainant is dissatisfied with this employer's action, or is otherwise interested in doing so, the complainant may file a complaint by writing or calling any of the following state or federal agencies:

Vermont Attorney General's Office, Civil Rights Unit, 109 State Street, Montpelier, VT 05602, Tel: (802) 828-3171 (voice/TDD). Complaints should be filed within 300 days of the adverse action.

Equal Employment Opportunity Commission, 1 Congress Street, Boston, MA 02114, Tel: (617) 565-3200 (voice), (617) 565-3204 (TDD). Complaints must be filed within 300 days of the adverse action.

Vermont Human Rights Commission, 133 State Street, Montpelier, VT 05633-6301, Tel: (802) 828-2480 (voice/TDD). Complaints must be filed within 360 days of the adverse action.

Each of these agencies can conduct impartial investigations, facilitate conciliation, and if it finds that there is probable cause or reasonable grounds to believe sexual harassment occurred, it may take the case to court. Although employees are encouraged to file their complaint of sexual harassment through the Town's complaint procedure, an employee is not required to do so before filing a charge with these agencies.

In addition, a complainant also has the right to hire a private attorney, and to pursue a private legal action in state court within three (3) or six (6) years, depending on the type of claims raised.

As part of their orientation, the HR Coordinator shall arrange to have all new employees view the sexual harassment training video available through the Vermont League of Cities & Towns' PACIF University. The training will be made available to all employees.

(d) Investigations/Violations – All Harassment Complaints – In the event the Town receives a complaint of harassment based on legally protected categories other than sex (race, color, religion, union status, ancestry, national origin, place of birth, age, gender identity, positive HIV status, military status, genetic information, or disability), if the candidate is a qualified individual for the position, to the extent provided by law, or otherwise has reason to believe that harassment is occurring, it will take all necessary steps to ensure that the matter is promptly investigated and addressed. The Town is committed to take action if it learns of potential harassment as defined by these policies even if the aggrieved employee does not wish to formally file a complaint. Care will be taken to protect the identity of the complainant and of the accused party or parties, except as may be reasonably necessary to successfully complete the investigation. For this reason, the Town cannot guarantee confidentiality to the complainant, the accused, or any witnesses.

Any employee who believes that any of these anti-harassment policies are being violated is encouraged (1) to directly inform the offending person(s) that the conduct is unwelcome and must stop (unless the employee does not wish to communicate directly with the alleged harasser or harassers, or if direct communication has been ineffective) and (2) should report it immediately to the HR coordinator, the Town Manager, or the Deputy Town Manager. The initial report should be made in writing; however, a report will also be accepted by phone or in person. The complainant may be asked to provide written confirmation of the substance of the complaint at the initial reporting stage or soon thereafter. If a complainant needs assistance in reducing a complaint to writing, the Town will provide such assistance upon request.

Charges that, if true, would substantiate a valid harassment complaint will be promptly and thoroughly investigated and corrective actions taken if the charge is substantiated. If it is determined that a violation has occurred, appropriate relief for the employee(s) bringing the complaint will follow, including but not limited to appropriate disciplinary action, up to and including discharge, against the person(s) who violated the policy.

During the course of any investigation, the Town official designated to conduct the investigation may interview Town employees who have been named as witnesses to the alleged harassment. All Town employees interviewed in connection with a harassment investigation are expected to cooperate fully in the investigation by providing complete, accurate, and truthful information. Town employees may also be expected to sign statements or other documents memorializing the information provided in the course of the investigation and may be asked to keep the substance of the interview confidential until such investigation is concluded. Town employees are expected to comply fully with the investigator and failure to do so may subject the employee to discipline up to and including discharge.

If the allegation of harassment is found to be credible, the Town will take appropriate corrective action. The Town's representative will inform the complainant and the accused person of the results of the investigation and generally what action will be taken to ensure that the harassment will cease and that no retaliation will occur. The complainant is not entitled to information

concerning the precise nature of the discipline imposed, if any. Any employee, supervisor, or agent who has been found by the employer to have harassed another employee will be subject to sanctions appropriate to the circumstances, ranging from a verbal warning up to and including discharge.

If the allegation is not found to be credible, the complainant and the accused person shall be so informed, with appropriate instruction provided to each, including the right of the complainant to contact any of the state or federal agencies identified in this policy notice.

In all cases where a harassment complaint has been substantiated, the Town will make reasonable and appropriate follow-up inquiries with the complainant to ensure that the harassment has not resumed or that the complainant is not the subject of retaliation.

(e) **Retaliation** – Retaliation is illegal and contrary to the policy of the Town. Employees who bring complaints of harassment and or discrimination (or who identify potential violations), witnesses interviewed during the investigation, and others who may have opposed harassment or discriminatory conduct are protected from retaliatory acts.

If any employees believe that they are being retaliated against, a report should be made following the same procedures applicable to harassment complaints as set forth in paragraph b, c, or d, above. Those who are found to be acting in a retaliatory manner may be subject to discipline up to and including discharge.

(f) **Nepotism** – The Town of Essex acknowledges that both fairness and the appearance of fairness are important attributes to consider in the conduct of daily Town operations. Therefore, members of the immediate family of employees will not be hired in full-time, part-time, seasonal or temporary positions where:

- 1) One family member would have the authority or practical power to supervise, appoint, remove, discipline, or evaluate the performance of the other;
- 2) One family member would be responsible for auditing the work of the other;
- 3) Other circumstances exist which would place the relatives in a situation of actual, or probable conflict between the Town's interest and their own.

When employees become related during employment, the employees may remain in the employ of the Town provided they do not come into conflict with the restrictions written in this policy. If a conflict develops, a transfer/change in position must be arranged as soon as possible so as to eliminate the conflict. If a suitable transfer/change in position is not available within a reasonable length of time, the Town Manager should reassign personnel, if necessary, to resolve the conflict. For employees whose positions result in a conflict with this policy, the Town shall resolve such conflicts by reassignment or termination of personnel at the discretion of the Town Manager.

(g) **Permanent Disability Non-Work Related** – If any full-time, existing employee becomes injured or disabled as the result of a non-work related event, or is unable to continue work

because of the reoccurrence of a non-work related disability or permanent injury, the Town will make reasonable accommodations as required by law as well as make efforts to train that employee to do another vacant job within the Town that the employee is capable of performing.

(h) **Political Activity Policy** – Participation in political activities is to be carried on outside of normal working hours. No political activities or solicitations will be conducted on Town-owned property. Political activities are defined for the purpose of this policy as activities in support of any partisan political issues or activities in support of, or in concert with, any individual candidate for political office, or party, which seek to influence the election of candidates to Town of Essex offices. An employee shall not publicize or promote Town employment in any activities and campaigns and shall not, in any manner, suggest that the employee represents any official position or support. The definition includes employees who are or may be candidates for political office.

(i) **Solicitation and Distribution** – To avoid interference with work and to prevent coworkers from unnecessary annoyance, employees are not permitted to solicit, collect or accept contributions, or distribute written material during working time or to another employee while that employee is on working time (working time is defined as any time the employee is performing work and does not include break time or lunch time). Employees may not distribute literature at any time in work areas. Non employees are prohibited from soliciting or distributing material on Essex premises, unless authorized to do so by the Town Manager.

(j) **Outside Employment** – In order to avoid conflict of interest, employees shall follow these guidelines when considering outside employment. No employee shall accept pay or compensation from outside employment for hours worked during the scheduled work hours with the Town. Overtime requirements for the Town are covered in the job descriptions and shall take precedence over any outside employment.

Under no circumstances shall any employee accept employment that requires the use of Town equipment, facilities, materials, or information not available to the public. There may be an exception in the case of the Police Department being hired from the Town to be of service to an outside interest.

(k) **Telephone Use** – While the Town recognizes that there are times when it becomes necessary to make personal long distance calls while at work, this practice is discouraged. If it becomes necessary to make such calls, a note shall be given to the Accounts Payable Department specifying the date the call was made and the location and number called. When the telephone bill is received, employees will be expected to pay for such calls as soon as possible.

(l) **Electronic Communication and Computer Policy** – The Town has adopted an electronic communication and computer policy included in Appendix A attached at the end of this document. All employees are expected to become familiar with what is acceptable and what is not according to the rules set forth in this policy and follow such rules. Failure to do so may result in disciplinary action up to and including immediate termination.

(m) **Personnel Records** – Employees have supplied the Town with various facts about themselves. Personnel records are kept in a confidential file. Accurate and up-to-date personnel records are important to the Town and employees. Correct information enables the Town to reach employees in an emergency, forward employees' mail, and properly maintain insurance and other benefits. Examples of items kept in an individual's file might be a copy of a resume, job application, letter of employment acceptance, a W-4 form, , enrollment in retirement plan form, evaluations, awards, certificates and appreciation letters written on behalf of the employee. It is the employee's responsibility to timely notify the HR Coordinator in the Town Manager's office of any change of address, telephone numbers, and marital, dependent, or beneficiary status. Employees who wish to view their personnel records may do so by contacting the HR Coordinator one day in advance to set up an appointment. The HR Coordinator will make copies of anything in the employee's file upon the employee's request to do so. Department Heads who wish to view or have copies of specific documents in an employee's file shall contact the HR Coordinator. Department Heads shall not keep separate personnel files.

As a public employee, it is important to understand that some of your personnel records are public records and may need to be disclosed in an event there is a request for such records. The Town will review any such requests to determine if disclosure is appropriate under the law prior to making such disclosure.

(n) **Medical Records** – Medical records received by the Town on behalf of the employees will be kept in a separate file. This may include, but is not limited to, letters from a physician, FMLA documents and workers comp documents. The Town adopted a Notice of Privacy Practices in April 2004 and it is available from the Town Manager's office.

(o) **Evaluation Procedure** – The Town's performance evaluation system calls for one optional and one required session – an annual review and a mid-year review. Salary reviews are conducted simultaneously with the more formal annual review. The formal annual review should supplement daily employee evaluation and feedback. During the annual review, employee progress is evaluated over a long period of time and from a broad perspective. The mid-year review is to assess progress for the first six months against the performance objectives and professional objectives spelled out on the performance evaluation form. For more details on the Town's employee performance system, please obtain a copy from the HR Coordinator.

(p) **Retirement** – A Town of Essex employee may choose to retire at age 55 and will be eligible for benefits in accordance with the terms of the retirement plan in which they have enrolled. Employees are advised to check with the IRS to be aware of any early retirement penalties, etc., which may be enforced at that time.

Commencing January 1, 2004, the Town adopted VMERS Plan C and participation is mandatory for employees hired as of January 1, 2004.

Section 7: EMPLOYEE-MANAGEMENT COOPERATION

The Town of Essex strongly encourages all employees to bring to their supervisor's attention ideas and suggestions that may improve service to the public, or contribute to safer and/or more

efficient working conditions. Employee programs, wages, and working relationships are intended to permit each employee to achieve personal satisfaction and growth through work. However, in any group of people working together, honest differences of opinion will arise. Any time you have a work/personnel related problem or complaint, we urge you to discuss the matter with your supervisor. It is the Management staff's firm belief that anyone having a complaint must have the opportunity to be heard and to have any discrepancy addressed or resolved without fear of recrimination or penalty. This process should begin with an employee's immediate supervisor and, if need be, continue on to the Department Head and conclude with the Town Manager. Most issues should be able to be resolved by the immediate supervisor.

In items that are not Manager authority-related, resolution may be through the Manager to the Selectboard.

Section 8: PAY POLICY

(a) **Total Remuneration** – The compensation and employee benefits established for a position shall represent the total remuneration for the employee. This remuneration is exclusive of reimbursement for expenses, or other approved benefits, or in the event that the Selectboard wishes to give a bonus to an employee. No reward, gift or other form of remuneration over and above the employee's regular compensation and employee benefits shall be received from any source by employees for the performance of their duties except as described above.

(b) **Gifts** – No Town employee shall solicit or accept any rebate, service, money, gift or gratuity from any person, company, or corporation where it could be perceived that a conflict between the personal interests of an employee and the interests of the Town exists. Accepting items which can be shared by all employees and taxpayers alike is acceptable. Examples include baked goods, candy or plants that are placed in a conspicuous place for all to enjoy.

When making purchases, refer to the current Town of Essex Purchasing Policy.

(c) **Car Allowance** – When authorized by the Town Manager, an employee may receive a mileage reimbursement at the IRS rate for use of the employee's automobile for official Town purposes. Refer to the Town of Essex Vehicle Use Policy.

(d) **Pay Dates** – All employees will be paid one week in arrears. All employees will be paid on Friday following the close of the weekly pay period. All employees going on vacation/leave who wish to request advance paychecks should do so one week prior to payday.

(e) **Direct Deposit** – All employees hired after July 1, 2006 will be paid through direct deposit (no paper checks will be issued).

(f) Base Rate of Compensation

- (1) Except for Law Enforcement Personnel, all non-exempt employees (as defined by the Fair Labor Standards Act, as amended, 29 U.S.C. ss 201 et seq., and the

regulations promulgated thereunder) shall be compensated at their hourly rate for all hours worked up to 40 hours within the established work week.

- (2) Non-exempt Law Enforcement personnel shall be compensated at the equivalent hourly rate for all hours worked up to 40 hours within the established work period.
- (3) All exempt personnel (Supervisors, Administration, Professional, and Management, as defined by the Fair Labor Standards Act) shall be compensated at the equivalent weekly rate. The weekly rate is determined by dividing the annual salary by 52.

(g) Overtime Compensation

- (1) Except for Law Enforcement Personnel, hourly, non-exempt employees shall be compensated for all hours worked in excess of 40 hours during a work week at one and one-half times the hourly rate. Work performed on holidays will be paid at double time for all non-exempt employees. Sworn Law Enforcement personnel will refer to their union contract.
- (2) Hourly Law Enforcement personnel shall be compensated for all hours worked in excess of 40 hours during the work period at one and one-half times the hourly rate. Law Enforcement personnel will refer to their union contract.
- (3) Exempt employees are expected to work the hours necessary to perform their job and do not earn overtime compensation.

(a) Employees will be allowed to work at home on a day-to-day basis with the express approval of the Department Head and/or, in the case of a department head, of the Town Manager. This approval must be obtained in writing in advance of the date of the expected absence from the work place by the Department Head and/or Town Manager.

- (4) Hourly, non-exempt employees shall be compensated no less than the rate established in accordance with the applicable provisions of the Fair Labor Standards Act, as amended, for those periods of time during which they are required to remain "on call" for emergencies or for related purposes.
- (5) Hourly, non-exempt employees shall be permitted to accumulate compensatory time off in lieu of overtime in accordance with the applicable provisions of the Fair Labor Standards Act to a maximum of 120 hours.

Section 9: HOLIDAYS

The Town of Essex observes the following holidays:

New Year's Day
 Martin Luther King Day
 President's Day
 Memorial Day
 Independence Day
 Bennington Battle Day
 Labor Day

Indigenous Peoples' Day
 Veterans' Day
 Thanksgiving Day
 Post-Thanksgiving Day
 Christmas Day
 Manager's Choice

In the event a holiday occurs on a Saturday, the Town will observe the preceding Friday as a legal holiday. Holidays occurring on Sunday will be observed on the following Monday. A list of all Town holidays is posted at the beginning of each fiscal year.

Holiday Pay – Part-time Employees

Permanent part-time employees will receive pro-rated holiday pay based on the total weekly hours regularly worked. When part-time employees work specific days, they will receive holiday pay for the scheduled workday that falls on a holiday.

Section 10: VACATION

(a) It is the policy of the Town of Essex to encourage every employee to take some time away from the job (a minimum of five consecutive days) at least once every year and relax and enjoy leisure time that has been earned.

(b) Full-time employees are eligible for paid vacation days according to the following schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>
Start of employment through end of 12 th month	0.75 day/month
13 th month through end of 60 th month	1.00 day/month
61 st month through end of 120 th month	1.35 days/month
121 st month through end of 180 th month	1.75 days/month
181 st month through end of 239 th month	2.10 days/month
240 th month and over	2.25 days /month

(c) Full-time and regular part-time employees are entitled to holiday and vacation pay and the various leave benefits in proportion to the average number of hours worked per week. Part-time employees' vacation will increase at the same rate as the full time employees based on the percentage of weekly hours worked.

(d) Vacations will be credited at the end of the month with vacation earned from the start of employment. The amount of vacation accrued is reflected on the employee's paycheck. Employees should be aware that no time earned would be reflected until a full calendar month of employment has been completed. Employees will not be allowed to utilize accrued vacation time until they have completed six months of employment with the Town.

- (e) Unused vacation time may be accrued from one year to the next; however, each employee is encouraged to take a minimum of five continuous days of vacation during the calendar year. A maximum of twelve weeks of vacation may be accrued by an employee unless the employee applies for and receives written approval from the Town Manager to accrue more. Vacations of two days or less must be approved by the Department Head. Vacations of three or more days must be requested at least two weeks in advance and approved in writing by the Department Head and Town Manager who will make every attempt to accommodate an employee's vacation request. An employee on vacation who becomes ill or injured or who has an immediate family member become ill, may, upon proper verification and notification to the Department Head at the start of the working day, change the vacation status to sick leave.
- (f) In the event that employment is terminated (voluntarily or involuntarily), the employee shall be entitled to receive the accrued and unused vacation and compensatory time in a cash payment. This does not apply to probationary employees who are discharged or resign within the first six months of employment.

Section 11: SICK LEAVE

All full-time employees shall be granted sick leave at the rate of 1.25 days or 10 hours per month beginning the first of the month following the date of hire.

Full-time employees hired after January 1, 2018 may accumulate sick leave to a maximum of 600 hours. Upon retirement an employee will be paid for a maximum of seventy-five (75) accumulated, unused sick days (600 hours).

Full-time employees hired before January 1, 2018 may accumulate sick leave without limit. Upon retirement an employee will be paid for a maximum of one hundred (100) accumulated, unused sick days (800 hours). Employees with more than 800 hours of sick leave will be allowed to convert sick leave to pay at a ratio not to exceed 4:2 (4 weeks of sick time converted to 2 weeks of pay at the employee's base hourly rate). The conversion may happen one time per fiscal year.

Regular part-time employees shall be granted sick leave based on the percentage of hours worked.

Upon termination because of total disability, any employee may collect the total accumulated sick time.

Hourly employees must take the time used for personal appointments (i.e., doctor and dentist appointments) as sick or personal leave.

Sick or personal leave shall not be used in lieu of vacation time.

If an employee is going to be absent due to sickness or other reasons, it is the employee's responsibility to notify the Department Head or, in the case of a department head, the Town Manager. Employees must call in at least one-half (1/2) hour before the start of their shift

explaining the reason they are going to be absent. The Department Head or Supervisor should be contacted each day an employee plans to be absent. In the case of a long-term absence, the Department Head or Supervisor should be notified every two days. If the Supervisor or Department Head cannot be reached, a message may be left on the individual's voicemail or with an employee in the Town Manager's office.

It is understood that excessive unauthorized absenteeism, excessive unauthorized tardiness, or abuse of sick leave constitute basis for discipline and it is the intent of the Town of Essex to take corrective action up to and including discharge. Patterns of excessive use of sick time may constitute abuse of sick leave. The Town reserves the right to require a doctor's note for an employee's absences due to sickness at any time it reasonably suspects abuse.

Sick leave is a benefit intended to provide pay for absence(s) from work and employees are encouraged and expected to use such leave and be absent from the workplace while sick with a communicable illness that could be spread at the workplace.

Employees will not be allowed to utilize accrued sick time until they have completed six months of employment with the Town.

The Town reserves the right to require an employee who has been absent due to illness or injury to provide the Town with a doctor's certification that the employee is medically fit to perform the responsibilities required of the position.

If the Town has reason to believe that an employee is not medically fit to perform the responsibilities required of the position, the Town may require the employee to submit to a medical examination by a doctor of the Town's choice and at the expense of the Town.

Section 12: OTHER LEAVES

(a) **Meetings:** Hourly employees attending any meetings, seminars, or other work-related events approved by the Department Head or Town Manager will be compensated at their regular rate for each hour of absence from their employment while attending or traveling (in excess of their normal travel time), to and from the event. Exempt employees will be compensated at their regular pay and will not be paid for extra hours used while traveling to and from an event.

(b) **Personal Leave:** Hourly employees who work 30 or more hours per week will receive 12 hours personal leave time per calendar year. Personal time cannot be carried over to the next year.

(c) **Military Leave:** Leave for military duty will be granted in accordance with Federal and State law. Any employee who is a member of the National Guard or a Military Reserve Unit will be granted necessary leave of absence for weekend training assemblies and for 15 days of annual training. During the 15 day annual training, employees will be compensated by the Town for the difference between the Town salary and compensation received for military duty.

Town employees who serve in the National Guard or a Military Reserve Unit may be called to serve additional active time either in a State or Federal military status.

Employees called to service under Federal military status are covered under the Federal Uniformed Services Employment and Re-employment Rights Act (Chapter 43 of Title 38, U.S. Code).

Under this law an employee is not required to seek permission to be absent for military duty but is required to provide notification to the Town of pending military service at the earliest opportunity. The law does not differentiate between voluntary and involuntary service. An employee cannot be required to use earned vacation or similar leave days for military leave but the employee may elect to do so.

When called to serve under State Active Duty, Title 21, Section 491 and 492, the Vermont Statutes apply and the Federal USERRA rights do not apply.

Under either State or Federal military service, other than the 15 day annual training, the Town will not provide any salary compensation, other than that required under State or Federal law.

The Town agrees to provide health and dental coverage to employees called to serve in either a State or Federal call-up under the following cost sharing provisions:

- i) The cost of employee coverage shall be at 100% of the total premium cost in the case of an individual without dependents; it being understood that the employee's primary health provider when called to active duty is the State or Federal government. In the event that evidence is provided to the Town that the State or Federal government will not provide health or dental coverage to the employee, then the employee will be covered at the same percentage of cost sharing as outlined under paragraph b.
- ii) There will be a share in the cost of extending Town health and dental benefits on the basis of a 20% employee / 80% Town split for dependent coverage under the Town's family policy coverage, providing the employee provides information to the Town that identifies that the dependents are covered under no other health or dental policies, other than the coverage available to them as military dependents. It is understood that under the Town's family coverage policy, the employee and the family of the employee cannot be separated from coverage. However, the employee will be a secondary care recipient of the Town policy; the primary coverage for the employee will be provided by the State or Federal government. The employee's dependents under the Town policy will be the primary care recipient.

The Town will not share in the cost of other benefits such as short term disability, death benefit, long term disability, optical or fitness. The employee may retain the applicable benefits by paying the Town 100% of the cost of the premium.

The Town will provide the opportunity for the employee to contribute to the Town's pension

plan providing they are currently eligible and match that contribution at the same rate as the match for all other Town employees. The maximum employee/Town contribution shall be based on the base salary of the employee as if they were currently employed in the Town workforce. The contributions may be made during the employee's absence or up to the maximum time allowed under State or Federal Statutes to make up any contributions.

(d) **Jury duty:** Employees will be granted leave time away from regular duties when called to jury duty. An employee will be paid regular pay minus any jury duty stipend and not compensated for extra hours or travel time while serving on jury duty. If released during normal work hours from this duty, an employee is required to return to work.

(e) **Leave of absence without pay:** Any employee who wishes to be absent from duties may request in writing to the Town Manager a leave of absence without pay. An employee wishing to continue insurance coverage while on leave must do so at the employee's own expense. Vacation and sick leave time will not be earned during the leave of absence nor will monies be contributed to the employee's pension fund. Such a leave will be granted when it is deemed to be in the best interest of the Town. Factors that will be considered in granting a leave of absence include: the employee's length of service and work record, the effect a leave would have on the work force, and the impact the leave may have on the Town.

(f) **Bereavement Leave:** In the event of the death of a member of the employee's immediate family, the employee will be granted five (5) days bereavement leave with pay. Immediate family includes spouse, including a civil union partner, children, mother, father, sister, brother, mother-in-law, father-in-law, grandparents, spouse's grandparents, grandchildren, step-parents, and step-children.

One (1) day leave, with pay, will be granted in the event of the death of any other family member, (including aunts, uncles, nieces, nephews, other-in-laws or cousins). One (1) day leave, with pay, will also be given in the event of the death of a fellow employee or family friend with the approval of the Town Manager.

(g) **Maternity Leave:** Full-time employees may take six (6) weeks continuous leave (eight weeks for caesarian delivery) beginning on the delivery date and receive from the Town that portion of their normal salary which is not paid by short-term disability for those six weeks (eight (8) weeks for caesarian). The employee shall not receive more than 100% of their usual salary during maternity leave from these combined sources. Accumulated sick leave time may be used for maternity leave prior to delivery date. For maternity leaves of more than six (6) weeks (eight (8) for caesarian) after delivery for medical reasons, the Town's disability program combined with sick leave may be utilized. If an employee is also eligible for Parental and Family Leave as described below, any leave taken under this section will count towards an employee's twelve (12) weeks of Parental and Family Leave.

(h) **Paternity Leave:** Full-time employees may take up to five (5) continuous days' paternity leave with full pay upon the birth of a child. If an employee is also eligible for Parental and Family Leave as described below, any leave taken under this section will count towards an employee's twelve (12) weeks of Parental and Family Leave.

(i) **Adoption Leave:** Full-time employees may take up to five (5) days of paid leave when adopting a child. If an employee is also eligible for Parental and Family Leave as described below, any leave taken under this section will count towards an employee's twelve (12) weeks of Parental and Family Leave.

(j) **Family Medical Leave and Parental and Family Leave:** The Town is subject to both the federal Family Medical Leave Act (FMLA) and Vermont's Parental and Family Leave Act (VPFLA). The provisions stated below are only summaries of the Acts and their regulations. The Acts and any implementing regulations, as they may be amended from time to time, will control if clarification is needed.

Eligibility

Employees who have worked for the Town for at least a year and, in the twelve (12) months prior to the leave, worked at least 1,250 hours, are eligible for benefits under the FMLA. Employees who have worked for the Town for at least an average of thirty (30) hours per week over the course of a year are eligible for the benefits provided by the VPFLA, including Short-Term Family Leave. If an employee meets the eligibility standards for both the FMLA and VPFLA, the employee is entitled to receive the most generous provisions as between the two, but will not receive a double benefit. For example, if an employee met both the FMLA and VPFLA eligibility requirement, the employee would still only get twelve (12) weeks of leave in a twelve (12) month period, not twenty-four (24) weeks.

An employee who is eligible for FMLA or VPFLA is, during a rolling twelve (12) month period, entitled to up to twelve (12) weeks of unpaid leave from employment for the following purposes:

1. Parental Leave

During the pregnancy and/or after childbirth or within a year following initial placement of a child sixteen (16) years of age or younger with the employee for the purpose of adoption.

2. Family Leave

For the serious illness or the serious health condition of the employee, employee's child, stepchild, ward of the employee who lives with the employee, foster child, parent, spouse or parent of the employee's spouse (similar to Medical Leave under the FMLA). If the illness of the employee is also deemed a work-related injury and the employee is out of work under a worker's compensation claim, the time out of work will be counted as time used against the employee's twelve (12) weeks of Family Leave.

A “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:

- a. Inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility, including any period of *incapacity* (defined as an inability to work, attend school or perform other regular daily activities), or any subsequent treatment in connection with such inpatient care; or
- b. Continuing treatment by a health care provider.

A “health care provider” is (1) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; or (2) a provider from whom the Town’s group health plan’s benefits manager will accept medical certification of the existence of a serious health condition.

An employee’s “twelve month period” will be calculated as a rolling 12-month period measured forward as defined in the Family and Medical Leave Act (FMLA). During the 3-month period after the date on which these guidelines become effective in 2018, an employee eligible for FMLA/PFLA Leave may select the 12-month period that is most beneficial to the employee. Once the 3-month period is expired all employees will have their 12-month period measured by the rolling forward method.

3. Short-Term Family Leave

A VPFLA eligible employee is entitled to short-term family leave of up to four hours in any 30 day period (but not more than 24 hours in any 12 month period) of unpaid leave for the following purposes:

- To participate in preschool or school activities directly related to the academic advancement of the employee’s child, stepchild, foster child or ward who lives with the employee;
- To attend or to accompany the employee’s child, stepchild, foster child or ward who lives with the employee or the employee’s parent, spouse or parent-in-law to routine medical or dental appointments;
- To accompany the employee’s parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being;
- To respond to a medical emergency involving the employee’s child, stepchild, foster child or ward who lives with the employee or the employee’s parent, spouse or parent-in-law.

Notice Requirements

The employee must give the Town reasonable written notice of intent to take family or parental leave, including the anticipated dates the leave will start and end. The Town will not require notice of more than six weeks prior to birth or adoption. If a serious health condition is claimed, the Town may require certification from a health care provider. For

short-term family leave, an employee must give notice as early as possible, at least seven days before the leave is to be taken unless waiting seven days could have a significant adverse impact on the employee's family member.

Pay and Benefits

It is the employee's choice to use accrued sick or vacation leave, or any other accrued paid leave during the leave, up to six weeks. Use of paid leave, however, does not extend the overall leave time to which the employee is entitled. Employees who choose unpaid leave shall not accrue vacation or sick leave during the period of unpaid leave.

The Town will continue to provide to employees on leave all of their employee benefits unchanged during the leave period, to the extent required by law. The Town, however, may require the employee to contribute to the cost of any of these employee benefits at the existing rate of employee contribution.

Return to Work

The Town will require an employee who seeks to return to work after being absent due to a serious health condition to provide certification by the employee's treating health care provider that the employee is fit to return to full duty.

Upon return from leave, the Town will offer the employee the job the employee held previously or a comparable one at equal pay, benefits, seniority, and other terms and conditions.

Exceptions:

An employee is not entitled to leave under the VPFL Act if, prior to the employee's requesting leave, the Town notified the employee, or the employee notified the Town, of the employee's termination. An employee is not entitled to leave under the Act if the employer can prove by clear and convincing evidence that:

Layoff: During the period of leave the employee's job would have been terminated or the employee would have been laid off for reasons unrelated to the leave; or

Unique Services: The employee performed unique services and hiring a permanent replacement during the leave, after giving the employee notice of intent to do so, was the Town's only available alternative to prevent substantial and grievous economic injury. The employee must also be a "key" employee – a salaried "eligible" employee who is among the highest paid ten percent of employees.

To exercise this option, the Town will:

- Notify the employee of the person's status as a "key" employee in response to the employee's notice of intent to take FMLA leave;

- Notify the employee as soon as the Town decides it will deny job restoration, and explain the reasons for this decision;
- Offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- Make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

Employees are protected from retaliation of any kind in connection with the enforcement of this law.

An employee who believes there has been a violation of these laws may:

- 1) Notify the Town Manager of the facts and circumstances and request relief;
- 2) Bring a private suit for injunctive relief, economic damages including prospective lost wages, attorney fees and court costs; or
- 3) Lodge a complaint with Vermont's Office of the Attorney General at (802) 828-3657, or the U.S. Department of Labor at 1-866-4-USWAGE / TTY: 1-877-889-5627.

These agencies may investigate the employee's complaint and may bring action in court to enforce these laws.

(k) Town Meeting Leave: An employee who provides the Town seven (7) days' advance notice shall have the right to take Town Meeting day off from work unpaid unless the Town determines that such absence will interfere with the essential operation of the Town. The Town shall not retaliate against any employee who request Town Meeting Day off.

(l) Miscellaneous Leave: Leave for personal reasons involving a family or personal crisis are reviewed by the Town Manager on an individual basis. The Town recognizes employees may have circumstances which affect their personal life and work performance. If the reason for the Miscellaneous Leave also qualifies as a basis for Short-Term Parental and Family Leave, any such Miscellaneous Leave taken will automatically count as Short-Term Parental and Family Leave.

Section 13: SEPARATIONS

It is the Town management's hope that you will remain in the Town's employment for a long time. However, should an employee voluntarily decide to leave, it is requested that the employee give at least two weeks' notice. All employees who voluntarily leave the employment of the Town should contact the HR Coordinator after giving notice. The purpose is to discuss the termination and/or continuance of benefits. The HR Coordinator shall immediately notify the Town Manager of all notices of separation.

All terminated employees will be given the opportunity to have an exit interview with the Town Manager on or near their last day of work. The information discussed in this interview will be kept confidential. This interview allows employees to discuss any concerns or suggestions they

may have. The ideas brought out in these discussions may help the Management and staff improve working conditions.

Involuntary Separations

The Town can terminate an employee's employment at any time, for any reason except those prohibited by law. If however, an employee is covered by a collective bargaining agreement, the terms of the collective bargaining agreement shall control.

Layoffs

An employee shall be laid off when it is deemed necessary by reasons of shortage of work or funds, operational efficiency, elimination of the position, other changes in the duties to be performed, or in the structure of the organization. All layoffs shall be contingent upon the Town Manager's approval.

Furloughs

In the event of unforeseen circumstances, including, but not limited to, budget shortfalls, technology failures, disease, loss of grant funding, etc., the Town may determine to place one or more employee(s) on partial or full Furlough. A Furlough is a form of leave from employment during which the employee is not paid wages for time spent on such leave, although the employee remains employed. Typically, Furloughs are an alternative to a layoff and therefore protect an employee's employment.

The Unified Manager, with input from Department Heads, will determine which positions will be assigned to be on Furlough. The Unified Manager will also determine the length and frequency of any Furloughs, and what insurances, leaves and other benefits will be continued or discontinued during the Furloughs. The Vermont Municipal Retirement System does not permit time on Furlough to count as service credit towards retirement, unless an employee is on partial furlough and still working the minimum weekly hours required by VMERS.

If an employee holds a position covered by a collective bargaining agreement, the Town will give advance notice of and or bargain with that Union regarding proposed Furloughs to the extent that it is legally required to do so under the particular collective bargaining agreement and the law.

Section 14: EMPLOYEE BENEFITS

A very comprehensive benefits package has been established for full-time Town employees. All full-time employees are granted the following benefits:

(a) **Life insurance** in the amount of two times base annual salary up to \$100,000.

(b) **Dental insurance** coverage for the employees and their families, with coverage of 50% to 100%, depending on the procedure. Coverage begins on the first of the month following the employee's date of hire.

(c) **Disability Insurance for Non-Work Related Injuries**

Short-Term Disability Insurance – The Town will furnish disability income insurance to provide income protection for short-term disabilities. Said insurance provides the employee with a benefit in an amount of 60% of the employee's regular pay per week, to a maximum of \$720 per week for a maximum of 26 weeks. The first day of the benefit will be determined by the insurance contract provisions. Employees collecting this disability pay cannot also collect worker's compensation, but they shall be able to utilize accumulated sick time while on disability. The combined income from disability insurance and that taken from accumulated sick time may not exceed more than 100% of the employee's weekly gross income. **Employees on short-term disability may only accrue leave at a rate equal to the amount of accrued leave time used.** *For example, if an employee utilizes an equivalent of ten (10) hours, additional leave would be accrued at 25% of the employee's regular rate of accrual, twenty (20) hours = 50% of regular rate of accrual, and so on.*

Long-Term Disability Insurance – The Town will also provide disability income insurance for long-term disabilities. The benefit, 180 days after onset of the disability, will pay 60% up to \$5,000 of the employee's basic monthly earnings. The benefit is payable to a Town of Essex employee to age 65. Said insurance shall be an "own occupation" policy. The Town will pay the full cost of this insurance. **Employees on long-term disability may only accrue leave at a rate equal to the amount of accrued leave time used.** *For example, if an employee utilizes an equivalent of ten (10) hours, additional leave would be accrued at 25% of the employee's regular rate of accrual, twenty (20) hours = 50% of regular rate of accrual, and so on.*

(d) **Worker's Compensation** insurance covers on-the-job injuries.

(e) **Term Life Insurance** will be provided for all full-time employees at the choice of and expense of the Town.

(f) **An Employer Sponsored Group Health Insurance Plan** will be provided for all regular employees and their eligible dependents and spouses, to include civil union partners. All offered medical plans will include creditable prescription drug coverage. Employees will contribute 10% towards the health insurance premium. Coverage begins on the first of the month following the employee's hire date.

The Town and the employees will share in the cost of deductibles, co-payments, and co-insurance as follows: The Town will be responsible for the first 90% and the employee responsible for the remaining 10%.

Coverage begins on the first of the month following the employee's hire date and ends on the last day of the month in which employment terminates.

Employees who elect to opt out of health insurance provided by or through the Town shall be compensated at a rate equal to 25% of the Town's premium cost for the plan. Employees must

first demonstrate, in writing, that they have obtained health insurance through other means. Payments will be made weekly and are subject to applicable taxes. Employees who voluntarily elect to obtain health insurance coverage through alternate means may regain health insurance provided by or through the Town during applicable enrollment periods.

Employees who retire before reaching the age of 65 may purchase insurance through the Town's retiree Section of the Plan at their own expense. These employees are eligible to stay on this plan until they qualify for Medicare. Employees who leave the Town to seek or accept employment elsewhere are eligible for a period of time for the Consolidated Omnibus Budget Reconciliation Act (COBRA) benefits which will allow them to remain on the Town's plan for a limited period of time. The employee will be responsible for the cost of the premium plus an administrative charge.

(g) Retirement Programs

- 1) **VMERS Plan C** – Employees hired after January 1, 2004 shall join the Vermont Municipal Employees Retirement System. Members make annual pre-tax contributions into the trust with the Town contributing a percentage of pay as well. Details of this program are available through the Vermont State Treasurer's office at (802) 828-2301 or on their website at www.tre.state.vt.us/retirement/muni/.
Employees shall contribute the following percentage of gross pay to VMERS:

For employees participating in the VMERS C retirement plan, the Town shall contribute on behalf of each employee covered by this Agreement an amount equal to two percent (2%) of an employee's total compensation to the employee's required contribution to VMERS C.

- 2) Town of Essex employees hired before January 1, 2004 may continue to participate in the ICMA retirement plan and contribute 3% of their weekly income with an 8% contribution from the Town.
- 3) **International City Management Association Retirement Corporation (ICMA-RC)** – The ICMA-RC is a voluntary, contributory, deferred compensation plan with immediate vesting. The benefits are transferable for those who move among local governments. ICMA-RC's policy making body may occasionally amend the Town's retirement plan. In that case, these policy changes will automatically become part of this document.

Note: The Town accepts no responsibility for the security of funds or investment outcomes of monies deposited in the retirement plan on behalf of employees.

(h) Health & Fitness Programs – The Town supports the concept that healthy employees are more productive employees. Employees who participate in the programs designed or managed by the Town's health and wellness committee may receive annual health and fitness bonuses not to exceed \$300 per year.

Health & Fitness or Wellness Programs Taxability

As a general rule, wellness incentives are subject to the same federal tax rules as any other employee rewards or prizes. That is, unless a specific tax exemption applies to the incentive, the amount of the incentive (or its fair market value) is included in an employee's gross income and it is subject to payroll taxes.

This program is based on the fiscal year (July 1 – June 30).

(i) **Employee Assistance Program** – This program provides confidential and professional short-term counseling and referral services to employees and their families. It is designed to address a wide range of personal problems including, but not limited to, marital or relationship difficulties, problems with children or adolescents, legal or financial stresses, alcohol or drug abuse, emotional problems, career questions, stress, anxiety, depression, health-related concerns, or abuse. Participation in the EAP is voluntary and there is no charge for the first one to three visits. After the initial one to three visits, the Town health insurance may contribute to the charges for additional visits. The counseling is completely confidential. If you would like to contact an EAP staff member, call 1-800-287-2173.

(j) **Optical “Vision” Program** – The Town will provide a plan that provides vision benefits for members and their eligible dependents through the carrier of its choice.

Notwithstanding any of the above, if the Town purchases an insurance policy or other coverage to fund any benefit offered to employees, including those listed above, the terms and conditions of the coverage purchased by the Town shall be the maximum benefit the Town shall provide to the employee. It is understood that the terms and conditions of such coverages may vary from time to time.

Section 15: EMPLOYEE SAFETY

The Town of Essex strives to maintain safe working conditions for its employees and will make every effort possible to enhance safety through training. However, the success of any safety program depends on the safety consciousness of everyone. You will be informed if there are special safety regulations or programs regarding your particular job. Please refer to the following guidelines in the event that any incidents (as defined below) should occur.

The Town of Essex has a Safety and Health Management Program designed to reduce work related accidents (thereby injuries) and illness and to promote safety and health in every task undertaken by employees on behalf of the Town of Essex. To this end, our Safety and Health Management Program includes:

- (1) Implementation of a safety committee to oversee all aspects of safety and health activities.
- (2) Implementation of a program for conducting routine safety and health inspections to identify and eliminate unsafe working conditions or practices and control health hazards.

(3) Establishment of a comprehensive safety and health training program for all new and existing personnel.

(4) Provision of, and requirement of, the use of personal protective equipment to all employees as dictated by their respective job descriptions.

(5) Provision of mechanical and physical safeguards to the maximum extent possible.

(6) Development of safety and health policies with the requirement that every employee of the Town of Essex comply with these policies as a condition of employment.

(7) Prompt investigation of every accident to determine its cause and to correct the problem to reduce the likelihood of it happening again.

(8) Establishment of a safety incentive program to promote safety and health, encourage active participation of all employees in our safety program and to acknowledge through rewards individuals whose safety record exemplifies the standards set forth in this program.

(a) **Incident report** – An incident report should be completed by the employee to report any happening which is not consistent with routine operations and which results, or under different circumstances may have resulted, in loss or damage to property, interruption of earnings, or injury to persons. The completed form should be submitted to the HR Coordinator's office the same day the incident occurs, the next morning if the incident occurs at night, or the first working day following a weekend or holiday. This incident report initiates an insurance claim and is used to notify the Town Manager when an incident is of a serious nature. If there is any doubt as to the requirements of an incident report, the Department Head should be contacted.

(b) **Town Vehicle** – If the incident involves a Town vehicle, the Police Department must investigate and an accident report must be completed. If a police vehicle is involved, the accident must be investigated by another police agency. A copy of the accident report must be submitted to the Finance Director's office and the Town Manager's office.

(c) **Injury** – If the incident involves an injury, a State of Vermont "First Report of Injury" form must be completed and submitted to the HR Coordinator within twenty four (24) hours. If the employee has been hospitalized or is unable to complete the form, it should be completed by the Department Head.

Section 16: SUBSTANCE ABUSE

Working while impaired is prohibited at the Town of Essex and can be the basis of suspension or termination of employment.

Impairment of an employee while at work due to the use of such substances as alcohol, marijuana, illegal drugs, prescription drugs, or any other controlled or uncontrolled substances not only reduces employee efficiency and accuracy, but increases the risk of injury to the

impaired employee, other employees and the general public. For purposes of this policy, “impairment” or “being impaired” means that an employee’s normal physical or mental abilities, or faculties while at work, have been detrimentally affected by the use of the substances.

Any employee who suspects substance abuse by another employee should discuss the situation promptly with the department head or the Town Manager.

The Town of Essex Substance Abuse Policy is as follows:

As an employer, the Town of Essex is responsible for maintaining safe, efficient working conditions for its employees by providing a drug-free workplace. Therefore, municipal employees shall not engage in the unlawful manufacture, distribution, possession or use of controlled substances (drugs) on the job or on any municipal work site.

An employee who is under the influence of any drug on the job may pose serious safety and health risks not only to the user but to co-workers and the general public at large.

DEFINITIONS

Controlled Substance: As used in this policy shall mean a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812), and as further defined in regulation at 21 CFR 1300.11 – 1300.15.

Conviction: A finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal Drug Statute: A Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use of, or possession of any controlled substance.

Illegal Drug: Any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and not being used for prescribed purposes.

Legal Drug: Includes prescribed drugs and over-the-counter drugs, which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

Under the Influence: For the purpose of this policy, that the employee is noticeably affected by a drug.

Workplace: Includes non-municipally-owned property, which is used in the conduct of municipal business, including property used temporarily for business-related purposes, such as lodging sites rented for seminars, training, or other municipal activities.

APPLICABILITY AND GENERAL POLICY CONDITIONS

The following condition shall be applicable to all employees of the Town of Essex.

- (1) Employees shall be required, as a condition of their employment, to abide by the terms and conditions of this Drug-Free Workplace Policy.
- (2) An employee shall notify his Supervisor/Manager of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Failure to do so will result in discipline, up to and including dismissal.
- (3) If a convicted employee works in a federally-funded program, the involved federal grant agency shall be notified of the conviction within ten (10) days of the municipality's receiving the notice of the conviction. In the case of the Vermont Community Development Program, notify the Department of Housing and Community Affairs.
- (4) An employee convicted under any criminal drug statute for a violation occurring in the workplace, while on or off duty, or on duty away from the workplace, shall be immediately dismissed for the first offense.
- (5) In the absence of compelling mitigating circumstances, an employee convicted under any criminal drug statute for a violation while not on duty shall be subject to immediate dismissal for the first offense if convicted of a felony. If the conviction is not a felony, discipline up to and including dismissal may be imposed, including for the first offense, provided that there is a nexus between the offense and the job of the employee.
- (6) Appropriate disciplinary and/or corrective action is to be taken within thirty (30) days after the employer receives notice of a conviction. This, however, is not to be construed to limit the authority of the employer to take such action thereafter. Any disciplinary action must comply with the collective bargaining agreement, Section 504 of the Rehabilitation Act of 1978, and the Americans with Disabilities Act, if applicable.
- (7) An employee not convicted under any criminal drug statute, but who engages in the illegal manufacture, distribution, dispensation, possession or use of controlled substances in any municipal workplace while on duty, or on duty away from the workplace, shall be subject to discipline up to and including dismissal for the first occurrence. An employee engaging in such actions while off duty and away from the workplace may be subject to discipline, up to and including dismissal, including for the first offense, provided there is a nexus to the employee's job and just cause for the discipline.
- (8) An employee on municipal premises who appears to be under the influence of, or who possesses illegal or non-medically-authorized drugs, or who has used such drugs on municipal premises, may be temporarily relieved from duty pending further investigation.
- (9) If the use of legal drugs endangers safety, management will reassign work on a temporary or permanent basis.
- (10) Employees must observe other work rules established by their employing departments regarding the use, possession or presence of drugs involving their employment.

(11) Each employee of the municipality will make a good faith effort to maintain a drug-free workplace and uphold and promote this policy.

USE OF DRUGS

Legal Drugs: For certain positions, the legal use of a drug can pose a significant risk to the safety of the employee or others. Employees who feel or have been informed that the use of such a drug may present a safety risk are to report such drug use to their immediate supervisor.

Illegal Drugs: The use, sale, purchase, transfer or possession of an illegal drug by an employee while in a municipal facility, while performing municipal business, or while on the job is prohibited. Being under the influence of any illegal drug while conducting municipal business, while on municipal property or in a municipal facility, or while operating any municipal equipment is prohibited. Misuse of prescription drugs is considered to be the illegal use of drugs. This includes both the use of such drugs in a manner inconsistent with the prescribed use and any use of prescription drugs by persons for whom they are not prescribed.

RESPONSIBILITIES

Employer: It is the responsibility of each municipal Supervisor/Manager to advise each employee of this policy, to post the policy annually at each work-site, and to include a copy of this policy in each new employee's orientation.

Employee: It is the responsibility of each employee to be aware of and abide by this policy.

Administration: It is the responsibility of the Town Manager to insure that managers, supervisors and employees receive training and orientation regarding the implementation of this policy.

Section 17: SMOKING IN THE WORKPLACE AND TOWN VEHICLES

The Town policy on smoking is the following:

In order to provide a healthy, comfortable and productive work environment for our employees, smoking is prohibited throughout the Town of Essex municipal buildings and in all Town vehicles effective July 1, 1989.

Effective January 1, 2018 this policy includes e-cigarettes.

Enforcement:

The success of this policy will depend upon the thoughtfulness, consideration and cooperation of smokers and nonsmokers. All employees share in the responsibility for adhering to and enforcing the policy.

Conflict shall be brought to the attention of the employee's Supervisor and if necessary, referred to the Town Manager for a final decision.

The right of the nonsmoker to protect personal health and comfort should prevail over an employee's desire to smoke.

Section 18: USE OF CELL PHONES

The Town provides and equips some of its vehicles with mobile phones for the purpose of emergency contact and business use. Unless the vehicle is equipped with a hands-free system, using a mobile phone (which is a portable electronic device) while driving a Town vehicle is prohibited, per 23 V.S.A. §1095b. From a safety perspective, the appropriate procedure is to park the vehicle and make/receive phone calls when the vehicle is in a stopped, safe and parked position.

The same procedure applies in the case of using private mobile phones for personal business while in Town of Essex vehicles. Should an employee have an accident in a Town vehicle which is moving and it is later identified that the employee was using a mobile phone for private business; the liability for the accident may rest with the employee.

Section 19: EMPLOYEE PROTECTION POLICY

The Town will comply with Vermont law regarding any obligations it has to defend and or indemnify municipal employees against personal liability in the performance of Town duties. See 24 V.S.A. §109a, Tort Claims Against Municipal Employees, as it may be amended from time to time.

Section 20: LOSS PREVENTION POLICY

The Town has a policy concerning loss prevention and safety in the workplace which reads as follows:

Be it resolved by the Selectboard of the Town of Essex, Vermont

Section 1. It is the goal of the Town of Essex to develop, implement and administer an all-encompassing loss prevention program. The Town of Essex recognizes that our residents and employees are its most important asset. Therefore, their safety is our greatest responsibility. In all of our assignments, the health and safety of all should be the utmost consideration. Management and supervisory personnel at all levels of the Town staff are directed to make safety a matter of continuing concern, equal in importance with all other operational considerations. This program is established to emphasize that effective loss prevention is an integral function of management procedures and practices in the delivery of Town services.

Section 2. Within the operational activities of any endeavor there may be exposure to personal injury or property damage that may be unintentionally hidden. Reviews of contemplated operations should include consideration of errors which could occur. The detail of the working situation and method should also receive consideration of the possibility of improper actions. Accidents are unplanned events. Proper planning can control accidents. Most accidents are preventable. The theory of loss prevention is to initiate the pre-planning necessary to minimize unsafe acts, contain environmental hazards and control unsafe conditions.

Section 3. Continued emphasis on loss prevention techniques, the refinement of work procedures, and safe working conditions has reduced employee injuries and property damage. All employees are charged with the responsibility to adhere to the loss prevention programs approved by their employer to adopt the concept that the safe way to complete a task is the most efficient and the only acceptable way. Safety is included as part of the performance evaluation of all Town of Essex employees.

Adopted by the Town of Essex Selectboard. Last revised December 18, 2017.

TOWN OF ESSEX

ELECTRONIC COMMUNICATIONS AND COMPUTER USE POLICY

(As adopted by Town of Essex Selectboard on 10/15/2001)

Purpose The purpose of this policy is to establish expectations and procedures for the use of Town-owned computers, hardware, and software and communication equipment.

Systems

Overview The Town of Essex provides computers, e-mail, telephones, cellular phones and facsimile communications equipment as essential tools to support the Town's business objectives. It is the responsibility of every employee to ensure that this technology is used appropriately and primarily for business purposes and in a manner that does not compromise confidentiality.

Computer

Software The Town of Essex provides the required hardware and software applications to adequately perform the employees' daily duties, and if necessary will be installed or modified by the Computer Systems Specialist as required. No external software or hardware should be applied to the existing systems without the written permission of the IT Director.

Equipment

Care Daily care and maintenance of computer or telecommunications equipment are the responsibility of the employee. This care includes preventing the equipment from exposure to extreme temperatures, magnets, dust, smoke, food and drink, etc. In order to preserve limited hard drive space resources, old e-mails, files, directories, folders, etc. should be managed as appropriate. No employee may tamper with or otherwise alter the performance of Town resources.

Installation Any new software or hardware must be approved by the Town Computer Systems Specialist or the Town Manager. All installation and modification must be authorized by the Computer Systems Specialist. Software developed by or for the Town is Town property and cannot be sold or given to anyone without written consent by the Town.

E-mail Transmission of electronic messages on communications media shall be treated with the same degree of propriety, professionalism, and confidentiality as written correspondence. However, employees do not have any expectation of privacy to e-mail sent or received on a Town owned computer, or on Town time. E-mail sent or received is not considered "confidential." The Town Manager or the Town Manager's designee has the right to authorize the viewing of an employee's e-mail and/or attachments.

Employees may use e-mail to occasionally communicate with individuals outside Town government. This use will be similar to personal use of the telephone in that it cannot interfere with the execution of their duties and it may not be for private or personal gain, illegal,

disruptive, or unethical activities. Employees are prohibited from using e-mail to send chain letters, solicitations for private gain, or any information in violation of this policy. Users shall take reasonable measures to limit the size of e-mail messages and not attach large files to sent messages. Offensive, demeaning or disruptive messages are prohibited. This includes, but is not limited to, messages that are inconsistent with the Town's policies concerning equal employment opportunity and sexual or other unlawful harassment. Unsolicited e-mail shall not be the responsibility of the employee to whom it is sent, however, the employee should regularly delete this form of e-mail.

All e-mail correspondence and their associated attachments in the communications systems is the property of the Town regardless of where it originated.

Security The Town, at its discretion, reserves the right to monitor, log, record, retain, and examine for any purpose the contents of its communications system, including e-mail, and facsimiles, as well as employee's mailboxes and related material and information. The Town reserves the right to disclose the contents of any such material for any purpose and to any person as the Town deems appropriate or desirable.

The existence of passwords and "message delete" functions do not restrict or eliminate the Town's ability or right to access electronic communications. Deleted messages may be recovered and reviewed.

Employees must use passwords to access the operating system of their computers and provide those passwords to the Computer Systems Specialist for a master password list that will be kept confidential. The employee, with management knowledge and permission, may change passwords. Passwords should be a minimum of six alphanumeric characters.

Employees shall not share passwords, or provide e-mail access to an unauthorized user or access another user's e-mail without authorization. Employees shall not post, display or make easily available any systems access information, including but not limited to passwords, host names, addresses, etc. Employees may not search for, copy or use password(s) belonging to others except as provided for by shared resources. Employees shall not leave files, sessions, or connections open, unattended or otherwise available.

Employees may not use resources in any way as to create or constitute unacceptable burden on those resources. A non-exclusive example of such unacceptable burdens would include creating unnecessarily large files.

Employees may be subject to disciplinary action if, through negligence or deliberate action, resources are compromised in any way by an employee or by someone using the employee's password(s) in an unauthorized manner.

Employees who use their own equipment to connect to the Town from outside the Town premises or from home should know that any communications that are delivered or sent through the Town communications system may leave copies behind on the Town system which are not private and are subject to all of the terms and provisions of this policy statement. Messages sent

to “all e-mail users” and other broadcast messages should be used sparingly, and only for Town business. Expressly prohibited are chain letters and personal classified ads.

Internet Use The Town network, including its connection to the Internet, is to be used primarily for business and work-related matters. Unauthorized use includes, but is not limited to: unauthorized entry or attempted unauthorized entry into other computer systems or areas of the Town’s computer systems which a user is not authorized to view; use for purposes that interferes with an employee’s job; attempting to disable or compromise the security of information contained on Town computers; intentionally introducing a virus or other mischievous software onto any Town computer; accessing, downloading, sending, posting or printing pornographic or sexually explicit material; or the use of obscene/offensive language, images, jokes or messages that disparage any person or group of individuals.

Because postings placed on the Internet may display the Town’s address, make certain before posting information on the Internet that the information reflects the standards and policies of the Town. Under no circumstances shall information of a confidential or sensitive nature be placed on the Internet except as specifically authorized by the Town.

Subscriptions to news groups and mailing lists are permitted only when the subscription is for a work-related purpose. All other subscriptions are prohibited.

Virus

Protection All files downloaded from the Internet must be checked for possible computer viruses. If uncertain whether virus-checking software is current, please check with the Network Support Specialist.

Violations Any violation of this policy will result in disciplinary action up to and including immediate termination of employment.

ACKNOWLEDGEMENT of Personnel Guidelines

I acknowledge that I have received and read a copy of the Town of Essex Personnel Guidelines.

I further understand that the Personnel Guidelines of the Town of Essex are not a contract between the employer and employee. They are subject to change at any time by majority vote of the Selectboard.

Employee Signature

Date

Print Name

**VILLAGE OF ESSEX JUNCTION TRUSTEES
TOWN OF ESSEX SELECTBOARD
DRAFT JOINT MEETING MINUTES
June 8, 2020**

SELECTBOARD: Elaine Haney, Chair; Patrick Murray, Vice Chair; Vince Franco, Clerk; Andrew Watts.

TRUSTEES: Andrew Brown, President; George Tyler, Vice President; Raj Chawla; Dan Kerin; Amber Thibeault.

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Sarah Macy, Finance Director.

OTHERS PRESENT: Dennis Bergeron, Al Bombardier, Annie Cooper, Helen Diplock, Jane Donahue Davis, Sharon Illenye, Brad Kennison, Dawn McGinnis, Russell Mills, Diane Percy, Roseanne Prestipino, Abby Russin, Brian Shelden, Saramichelle Stultz, Tanya Vyhovsky, Ken Signorello, Margaret Smith, Mike Sullivan, Kristina Sweet, Irene Wrenner, Iris __, Max __.

1. CALL TO ORDER

Andrew Brown called the Village of Essex Junction Trustees back from recess and Elaine Haney called the Town of Essex Selectboard to order, to enter into the Joint Meeting of the Village of Essex Trustees and the Town of Essex Selectboard at 6:33 PM.

2. AGENDA ADDITIONS/CHANGES

There were no agenda additions or changes at this time.

3. AGENDA APPROVAL

There were no changes to the agenda so approval is not needed at this time.

4. PUBLIC TO BE HEARD

a. Comments from public on items not on agenda

Margaret Smith noted that the meeting information for this meeting was difficult to find, and recommended that the Town post links for current meetings prominently on the Town's website.

Irene Wrenner stated that this meeting was not highlighted on the Greater Essex 2020 website, and asked that this be updated.

Ken Signorello suggested a change to procedure whereby public input on agenda items be heard prior to board discussion on those items. He also suggested that each board deliberate separately on items so as not to influence each other. He asked if interviews would be conducted for the vacant Selectboard seat, and Deputy Manager Duggan replied that interviews will be held on June 15.

Dennis Bergeron asked a question about procedures with the Town Clerk, and Mr. Duggan replied that he will follow up with the Clerk's Office and reach back out to Mr. Bergeron to resolve his issue.

5. BUSINESS ITEMS

a. Board members' quick thoughts about proceeding with a merger vote in November 2020:

Ms. Haney opened the discussion by noting this as an opportunity for each member to briefly outline their current thoughts on the merger topic.

Vince Franco stated that the merger plan is well thought out, and that it should include an independent redistricting committee to work through issues related to neighborhood representation. He added that it would be valuable to gauge how the public feels about the merger through a vote, and that a vote during a presidential election year would ensure high turnout.

Patrick Murray stated that the election this November will be the optimum time to hear from as many voters as possible, but also noted his concern with the condition of economy and businesses in Essex in the fall, due to COVID-19-related economic impacts.

Andy Watts noted that a November vote would need to be warned in August, and is unsure whether it would be possible to resolve issues and produce a fair and equitable merger plan in the next several weeks. He noted the value of obtaining voter input in November, but that time is limited.

Ms. Haney stated that the high turnout of the mail-in school budget vote demonstrated that turnout could be high for November as well, but also noted that the restrictions around the COVID-19 pandemic have limited the Town's ability to communicate with the public effectively on the merger issue. She noted that her primary concern is the financial situation of residents and businesses, citing a five-fold increase in the unemployment rate from March to April. She said she is not in favor of pursuing a merger vote in November, but rather would work to refine the charter and on other items to provide property tax relief to residents, and would envision a November 2021 merger vote.

George Tyler noted that a November vote would garner high voter turnout, and also noted that the unified management and administrative staffing structure is a transitional structure and not intended to be permanent, and so any delay in voting will place more of a burden on staff.

Dan Kerin stated a preference for moving forward, and that outreach and education can still occur, even during the COVID-19 crisis. He proposed having a separation option in addition to a merger option and status quo option.

Amber Thibeault stated concerns with moving forward with a vote in November based on the difficulty of communication given the current environment. She proposed a March/April 2021 vote, so that it would not be postponed for a long time.

Raj Chawla noted that he feels encouraged by the mail-in process and voter turnout for the school budget, and that a November vote would be a good opportunity to hear from the community, in at least an advisory capacity.

Andrew Brown noted that the timing of the presidential election and shift to mail-in ballots ensures a higher turnout, but that unemployment is high in the community and asking the Town outside the Village to take on a tax increase isn't palatable at this time, even though the Village would then bear the burden of that. He also echoed concerns about staff burden, and said he would like to continue planning for a November vote.

b. Public comment on possible merger of Town of Essex and Village of Essex Junction (30-minute limit):

**TRUSTEES & SELECTBOARD
(DRAFT)**

June 8, 2020

Al Bombardier said the community wants equitable, fair representation, and that the proposed charter change for a 6-member Selectboard with three Village seats and three Town outside the Village seats is a way to ensure that fairness.

Dennis Bergeron voiced frustration that the voters are not being listened to, and that funds have been expended to explore a merger that the voters do not necessarily want.

Irene Wrenner noted potential difficulty of ensuring that the public is informed about the merger, especially in the context of the COVID-19 pandemic, but suggested that a November vote would be better than a smaller election. She also asked the Selectboard and Trustees to consider the separate and share proposal, which is more equitable than the status quo.

Annie Cooper expressed gratitude that the recreation departments have co-located. She said it would be difficult to raise taxes in the Town outside the Village, but also wants to make sure that staff are not unduly burdened by a stalled merger.

Tanya Vyhovsky noted palpable anxiety in community around the future in the context of COVID-19, and stated that any plan needs to ensure that the needs of the community are met.

Ken Signorello noted that the Village receives funding from the Town (it had been stated earlier that the Village pays for some Town costs on top of Village costs). Mr. Tyler noted in response that Mr. Signorello is taking that information from the public works operations budget, which is shared equally between the Town and Village. Mr. Signorello also said that there had been a separate and share option during the 1999 merger question. He finally stated that a non-binding merger question on the ballot in November would give the Town and Village the authority to move forward.

Mike Sullivan said the immediate consequences for everyone are financial, and that the vote should take place in November or it will be a missed opportunity.

Margaret Smith would like to see the vote not take place in November in order to give the community time to think further about options.

Kristina Sweet would like a November vote, and likes the idea of a non-binding advisory vote.

Brian Shelden said the community should focus on the COVID-19 pandemic issues first and foremost, and that the House Government Operations Committee had given pre-requisite conditions that need to be met prior to any kind of charter change [for the 6-seat Selectboard].

Public forum closed at 7:40 PM.

c. Discussion about continuing toward a November 2020 vote on merger:

The Selectboard discussed whether to proceed with making a decision about moving forward on a merger vote with a vacant fifth seat on the Board. Mr. Murray, Mr. Franco, and Ms. Haney stated their preference for a full board of five members for that discussion. Mr. Watts expressed concern that the Selectboard may not come to consensus on which candidate to select for the vacant seat, which would mean that it would need to go to a Town vote and could potentially delay the merger vote process.

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(DRAFT)**

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Mr. Chawla stated that there are a number of unanswered questions in terms of representation, redistricting, and community/resident impact of a merger. Mr. Tyler added that a 3+3 (3 Town and 3 Village) representative model is problematic, and an odd number of members on a merged board is preferable, and cited additional questions about maintaining different municipal plans and Land Development Codes (LDCs) if a merger occurs. Mr. Brown raised questions about the impact on the budget and staff if the merger vote is postponed.

The Trustees and Selectboard discussed having each board review the charter independently and meet again to discuss their feedback and any unanswered questions together. They noted that current outstanding questions include specifics on redistricting and the creation of an independent redistricting committee, impacts on staff of either merger or delaying a merger vote, and for how long proposed tax increases could be delayed if a merger occurred. The joint boards will continue the process to pursue a November merger vote, and will reassess progress in July.

Public comments:

Dennis Bergeron noted that it does not sound like there is consensus on the 3+3 Town charter change proposal.

Irene Wrenner noted that the separate and share proposal would allow the Town outside the Village to pay for their own fire department and library, which would be managed separately to ensure equity. She also noted that an even-numbered board was not a significant part of the House Committee on Government Operations' discussion of the proposed Town charter change. Mr. Tyler noted that the Town and Village should consult with Attorney Dan Richardson on this point.

Sara Stultz voiced her support for a 3 Town, 3 Village, and 1 at-large board composition and noted that she does not support the separate and share proposal because it does not solve tax inequities.

d. Discussion whether to continue toward November 2020 vote on merger:

This business item was discussed during item 5c.

6. CONSENT ITEMS

a. Approve minutes: May 26, 2020 – (Trustees and Selectboard)

ANDY WATTS made a motion, and PATRICK MURRAY seconded, that the Selectboard approve the consent agenda for June 8, 2020. Motion passed 4-0.

GEORGE TYLER made a motion, and DAN KERIN seconded, that the Trustees approve the consent agenda for June 8, 2020. Motion passed 5-0.

7. READING FILE:

a. Board Member Comments

Mr. Murray asked about the current status of planned Fourth of July events and Mr. Teich replied that the Fourth of July fireworks will not be held this year because it would be too difficult to maintain proper social distancing requirements.

b. Letter from Sarah Copeland Hanzas and John Gannon re: H.944 – Amendments to the Town of Essex Charter

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(DRAFT)**

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8. EXECUTIVE SESSION:

- a. An executive session is not anticipated

9. ADJOURN:

**VINCE FRANCO made a motion, and PATRICK MURRAY seconded, to adjourn the Selectboard meeting.
Motion passed 4-0 at 9:04 PM.**

**AMBER THIBEAULT made a motion, and DAN KERIN seconded, to adjourn the Trustees meeting.
Motion passed 5-0 9:04 PM.**

Respectfully Submitted,
Amy Coonradt
Recording Secretary

Approved this _____ day of _____, 2020

(see minutes of this day for corrections, if any)

**SELECTBOARD & TRUSTEES
(DRAFT)**

**VILLAGE OF ESSEX JUNCTION TRUSTEES
TOWN OF ESSEX SELECTBOARD
DRAFT JOINT MEETING ITEMS MINUTES
Tuesday June 9, 2020**

SELECTBOARD: Elaine Haney, Chair; Vince Franco; Patrick Murray; Andy Watts.

TRUSTEES: Andrew Brown, President; Raj Chawla; Dan Kerin; Amber Thibeault; George Tyler.

ADMINISTRATION and STAFF: Evan Teich, Unified Manager; Greg Duggan, Deputy Manager; Sarah Macy, Assistant Manager/Finance Director; Rick Garey, Chief of Police; Ron Hoague, Police Captain; Jim Jutras, Water Quality Superintendent; Travis Sabatasso, Human Resources Director; Darren Schibler, Planner; Tom Yandow, Facilities Manager.

OTHERS PRESENT: Gregg Denton; Helen Diplock; Karen Guest; Jen Holliday; Adam Kavanaugh; Darrell Langworthy; Michele Morris; Donald Miller; Timothy Miller; Russel Mills; Alan Nye; Mark Redmond; Sarah Reeves; Ken Signorello; Elizabeth Skinner; Gabrielle Smith; Margaret Smith; Will Towne; Mia Watson; Diana Wood; Irene Wrenner.

1. CALL TO ORDER

Elaine Haney called the meeting of the Town of Essex Selectboard to order to enter into joint business with the Village of Essex Junction Board of Trustees at 7:32 PM.

Andrew Brown called the meeting of the Village of Essex Junction Board of Trustees to order to enter into joint business with the Essex Selectboard at 7:32 PM.

2. AGENDA ADDITIONS/CHANGES

There were no changes to the agenda.

3. APPROVE AGENDA

With no changes to the agenda, approval was not required.

4. PUBLIC TO BE HEARD

There were no comments from the public at this time.

5. BUSINESS ITEMS

a. Presentation on Chittenden Solid Waste District FY21 Budget—Executive Director, Sarah Reeves

Ms. Reeves presented an overview of the Chittenden Solid Waste District (CSWD) and discussed their FY21 budget request with the board members. She talked about CSWD's history, how they achieve state mandates, and their services. She provided an overview of how CSWD is funded and discussed a revenue snapshot, including user fees, solid waste management fees and material sales. Ms. Reeves explained assumptions that were made in crafting the budget and how the effects of COVID may impact revenue and services. She said multiple stakeholders worked together to craft budget reductions based on projections and analysis of the year ahead, considering lost revenue from colleges, the Medical Center, construction projects, restaurants/hospitality, and the schools. She said, based on this analysis, many expenses in the budget were decreased, achieved by not adding positions and making cuts to advertising, printing, travel, subscriptions, dues, etc. She said capital projects are now divided into first priority and second priority, with prioritizing the establishment of a fully functioning compost facility, as per state mandate. Ms. Reeves said the FY21 budget will require constant monitoring, and adjustments may be made as the year progresses. She

presented overall revenue and expenses in the budget and discussed the importance of the rate stabilization fund transfer to offset their \$80,000 shortfall. Mr. Nye expressed support of the budget.

Mr. Watts asked about CSWD's plans for the solid waste drop-off sites. Ms. Reeves explained that some of the COVID distancing strategies at the drop-off sites, including flat rates and limited schedules, will be in place for the next quarter. She said they are adding new options for when and where CSWD will accept specialized materials, such as oil, batteries and mercury products, and these services, as well as other updates, are listed on the CSWD website. She said some locations are open by appointment and they expect four drop off centers will be open by the end of June. Mr. Kerin asked if these locations would begin accepting credit cards, and Ms. Reeves said this option will be available at the drop-off sites soon. In response to a question about how to limit junk mail recycling, Ms. Reeves explained that the State of Vermont is considering legislation that would require manufacturers to consider the "end design" of their products.

ANDY WATTS made a motion, seconded by PATRICK MURRAY, that the Selectboard approve the FY21 CSWD budget. The motion passed 4-0.

DAN KERIN made a motion, seconded by GEORGE TYLER, that the Trustees approve the CSWD budget for FY21. The motion passed 5-0.

b. *Interviews for Essex Housing Commission

Mr. Brown recused himself from this agenda item due to a potential conflict of interest, and Mr. Tyler, the Vice President, lead the meeting in his stead.

Ms. Haney introduced the issue of needing to fill up to seven vacant seats on the new Joint Essex Housing Commission. She said eight interviews are scheduled, split to take place during this meeting and on June 23.

The board members interviewed Mark Redmond. He introduced himself as the Executive Director of Spectrum Youth and Family Services and discussed his 39 years of professional experience in housing, with knowledge of state and federal housing funds. He said he would appreciate utilizing his background to serve Essex, the town where he lives, as a member of the new Housing Commission. Mr. Murray asked Mr. Redmond to talk about the direction he sees the commission going in and Mr. Redmond spoke about wanting to focus on providing more low-income housing in Essex. Ms. Haney asked him his thoughts on the most pressing issues the commission should address and Mr. Redmond said he wanted to strategize how to make housing affordable for people who make slightly higher than minimum wage. Mr. Tyler asked him to talk about his first job and Mr. Redmond shared his story of trading in a finance career to work with homeless teens.

The board members interviewed Gabrielle Smith. She introduced herself as a resident of the Town inside the Village, who moved here in 2006. She said she wanted to volunteer for something meaningful and wants Essex to be a place where people can rent or buy a home. Mr. Murray asked her to explain how she could work toward making housing affordable. She discussed her own experience renting until she could own a house and her interest in finding ways for people to have affordable housing choices at various rates to serve everyone. Mr. Kerin asked her to discuss her impressions of Essex's Community Development. Ms. Smith said she would like to see a way for people to be able to build housing equity here, without having to leave and come back. She said she had no criticism of specific housing developments but stressed the importance of having a mix of options. Mr. Watts asked her how

the increase in smaller family sizes and the aging population would affect her role. She discussed the challenges people face with downsizing and talked about her parents' experiences with this. She stressed the importance of educating residents about their choices.

The board members interviewed Will Towne. He introduced himself as the Director of Operations at Spectrum Youth and Family Services. He said he recently had to move out of Essex because he could not afford to stay and would like to add his perspective from this point of view as well as from his experience with Spectrum and on the steering committee of the Champlain Housing alliance. Mr. Franco asked him where he got his start and Mr. Towne said he attended St. Michael's College for psychology and served his placement at the residential Rock Point School, which shaped his understanding that hard times could happen to anyone. Mr. Watts asked Mr. Towne if he thinks the goal of the municipal strategy of increasing housing units is achievable. Mr. Towne said this strategy is adequate but work needs to be done so the units are accessible, affordable, equitable, and available for people of different walks of life. Mr. Towne told Mr. Kerin that he moved to Williston, after looking extremely hard in Essex for housing.

The board members interviewed Mia Watson. She introduced herself as Vermont Housing Finance Association's (VHFA) housing research coordinator. She recently worked on the statewide housing needs assessment, including www.housingdata.org. She said she provided support to Mr. Schibler's work to devise an Essex housing needs assessment and encouraged the formation of the Essex Housing Commission. She said she also became an Essex homeowner in 2018 and was renting in Essex previously. Mr. Murray asked what she would bring to the position. She said she could confidently provide housing data and would share her knowledge of financing resources, including HUD funds for affordable housing. Mr. Watts asked her whether she thinks living units in Essex should change based on shrinking family sizes and people unable to afford them without roommates. She said it is important to have a mix of housing options and pointed out that different options are important to different people. She said affordability is important but also stressed the development of diverse housing. Mr. Franco asked Ms. Watson to explain how her experience with data helps her stand out. She explained that it is important to look at demographics, when evaluating the size of appropriate housing stock, in order to sustain diverse homeowners and renters.

c. Adopt resolution recommending use of face masks

Mr. Brown provided a draft of the Essex resolution recommending the use of face masks in Essex areas of commerce, based on the previous meeting's conversation, and invited board member discussion. The Trustees and Selectboard members talked about wanting the language in the document be less strong and more positive. They agreed that wording which could contribute to mask shaming be removed. They discussed whether the use of mask-wearing signs should be optional for business owners, noting that templates are available to businesses through the Agency of Commerce. They talked about making sure suggestions in the document accurately reflect ACCD guidance that suggests that shields may be substituted for masks and that the age of children who may be excluded be accurate. They also discussed whether the document should include a statement that the use of masks is required in municipal buildings.

The discussion resulted in board members agreeing to the following changes to the document:

- The words "to follow the responsible, common sense and creative measures to" in the 5th "whereas" be removed from the document.
- Throughout the document the word "shall" be replaced with "may".
- In the "Now, therefore" section, the word "require" be changed, to "recommend".

- A positive statement be included in the “Now, therefore” section such as, “the Essex Town Selectboard and Essex Junction Village Trustees appreciate individuals and businesses that follow these recommendations.”
- The second to the last paragraph be worded with “recommends” the use of signs instead of saying “is responsible”, to clarify that this is optional.
- In the last paragraph of the document, the words “this order” be changed to “these recommendations”.
- The age of children who are exempt from masks be changed to 2 and under, in accordance to CDC guidelines, instead of 5 and under.
- Staff will provide words for requiring individuals to wear masks in municipal buildings.

Mr. Langworthy stated that he believes the document will be confusing and that businesses may be shamed if they do not follow the recommendations. He said the document is unnecessary, as there are already guidelines from the state, and he does not think the amount of time and effort put into this document was necessary. He expressed concern that he may be treated unfairly for stating his opinion that people and businesses should have choice whether or not to require masks and signs. Multiple board members commended Mr. Langworthy for stating his opinion and reassured him that this would not result in him being treated unfairly by the board members. Mr. Langworthy said that the public should be able to read the verbiage of the next draft of the resolution before it is signed.

Mr. Signorello stated his disappointment that guidance shared at the previous meeting was not taken when the resolution was drafted. He encouraged the boards to see another draft before voting to sign it.

The board members were divided whether to vote on the resolution as amended, citing the urgency of the pandemic, or to wait to vote so the new draft could be reviewed prior to a vote.

RAJ CHAWLA made a motion, seconded by GEORGE TYLER, that the Trustees ask staff to amend the Resolution encouraging the use of face coverings during the COVID-19 state of emergency, as amended during tonight’s meeting, and make it available for Trustees to sign at the earliest possible convenience. The motion passed by roll call 4-1, with Mr. Kerin dissenting.

PATRICK MURRAY made a motion, seconded by VINCE FRANCO, that the Selectboard move to pass the recommendation with listed adjustments. The motion failed by tie during roll call, 2-2, with Mr. Watts and Mr. Franco dissenting.

d. Discussion and potential action on future meeting schedule

The Trustees and Selectboard discussed the issue of if they want to adjust their upcoming meeting schedules. They agreed that the time over-runs, of the recent back-to-back meeting schedule, have been challenging and cause frustration. They discussed how going back to the previous meeting schedule configuration would provide more time for the meetings but would also result in more frequent meetings. Mr. Teich pointed out that there is a staff vacancy that may need to be addressed with increased meetings but there are many decisions that need to be made by the boards before November. Mr. Duggan suggested going back to the original schedule for now. The boards agreed to return to the following meeting schedule:

- The Trustees will meet at 6:30 on the second and fourth Tuesdays, with one including a joint meeting with the Selectboard
- The Selectboard will meet at 7:00 PM on the first and third Mondays, with one including a joint meeting with the Trustees.

6. CONSENT ITEMS

- a. Award Mansfield Ave/Brickyard Gravel Wetland construction bid
 - **Award the bid to construct the Mansfield/ Brickyard Stormwater Gravel Wetland to the lowest bidder, S.D. Ireland, at the submitted bid price of \$196,316.50.**
- b. Adopt Drug and Alcohol Testing Policy for Commercial Motor Vehicle Operators and Parks and Recreation Senior Van Drivers
 - **Adopt the Drug and Alcohol Testing Policy for Commercial Motor Vehicle Operators and Parks and Recreation Senior Van Drivers.**
- c. Adopt resolution supporting fair and direct federal emergency aid to reopen and rebuild local American economies
 - **Adopt the resolution supporting fair and direct federal emergency aid to reopen and rebuild local American economies.**

AMBER THIBEAULT made a motion, seconded by DAN KERIN, that the Trustees approve the Consent Agenda with changes. The motion passed 5-0.

ANDY WATTS made a motion, seconded by VINCE FRANCO, that the Selectboard approve the Consent Agenda with comments. The motion passed 4-0.

7. READING FILE

- a. Board Member Comments
 - There were no comments from the board members at this time
- b. Release of VT Opioid Use Harm Reduction Evaluation – Informational
- c. Memo from Greg Duggan re: Open Meeting Law and whether to hold in-person meetings
- d. Green Up Day 2020 summary and Green Up Day 2020 flyer
- e. Upcoming meeting schedule

8. EXECUTIVE SESSION

- a. *An executive session may be necessary for appointment of public officials.

9. ADJOURN

DAN KERIN made a motion, seconded by GEORGE TYLER, that the Trustees adjourn meeting. The motion passed 5-0 at 10:06 PM.

Ms. Haney called the Selectboard to order to enter its regular meeting agenda at 10:06 PM.

Respectfully Submitted,
Cathy Ainsworth
Recording Secretary

List of Current/Expected Grants or Major Public Works Projects - Town

1 June 2020

Description	Project Manager	Grant Amount	Total project Cost	Local share	Status
STORM WATER PROJECTS					
1) Sydney Drive Storm Water pond conversion VTRANS Transp. Alternatives Project	Dennis/ Annie	\$243,953	\$304,942	\$61,000	Construction bids were opened on May29 with S.D Ireland the apparent low bidder at a price of \$389,720.50. The project will go forward at a higher local share but funds are available to cover the increase. The project is needed to meet the Flow restoration requirements of the Town's Phase 2 NPDES permit.
2) Design of Storm water System at LDS Church site for Essex Way, LDS church and Woodlands I to meet Flow Restoration Plan Permit Requirements.	Annie/Dennis	\$1,076,948	\$1.35 Million	\$269,327	Design underway. VHB is project engineer.. Soils and survey work underway. Construction estimated to begin in 2021. Concern is that costs have escalated and the local share may exceed availability of funds without added grant funding which Public Works will investigate. The project is needed to meet the Flow Restoration

					requirements of the Town's Phase 2 NPDES permit.
3) Cul-de-sac retrofit grant for 3 cul-de-sacs, two in Town (Sage Circle and Oakwood Lane) and one in Village (Acorn Circle) See also Village projects.	Annie/ Dennis/Ricky/ Chelsea/Jim	\$271,138	\$338,923	\$67,185	STANTEC selected competitively as the design engineer. Design work underway. Projects may be ready for construction in 2021
4) Development of gravel road management plan under new State storm water permit	Annie/Dan/ Dennis	\$8,000	\$9,600	\$1,600	Better Roads grant awarded in Feb.2018. Project to be underway this summer and completed by fall of 2020
5) CCRPC Municipal Grants-in-Aid Program	Annie/Dennis/ Dan	\$36,200 20% local	\$42,450	\$0,050	Storm water grant made available through the CCRPC and DEC for work on gravel roads; work needs to be done before Oct. 1, 2020.this summer .. Area to be worked on needs to be identified and started by late summer. Anticipate doing section of West Sleepy Hollow Road and Hanley Lane
6) Unified Planning Work Program for storm water pipe assessment in Essex (grant also awarded to Essex Junction)	Annie	\$36,000	\$45,000	\$9,000	Work underway by consultant, Malone and Mcbroom to televise old corrugated metal storm drains in Essex
7) Phosphorous Control Plan under new State Storm water permit. See also Village projects.	Annie, Chelsea, Jim, Dennis Stone Environmental	\$40,000	\$50,000	\$10,000	Under the State storm water permit, the Town and Village are required to reduce the amount of phosphorus entering into Lake Champlain by 20%. Work is underway by Stone Env. To

					create a phosphorus control plan that will detail how the Town and Village will meet the requirements. Draft will be completed by the fall of 2020. The Plan is due to the State by April 1, 2021
8. Tanglewood Drive Scoping Study	Annie/ Dennis/Stantec/ CCRPC	\$31,200	\$39,000	\$7,800	Study is currently underway to determine how pedestrian facilities and stormwater drainage can be improved on Tanglewood Drive. The main issue is the amount of storm water draining down to Fern Hollow which has caused significant erosion. Four alternatives are being considered.
PATH PROJECTS					
1)Pinecrest Drive Sidewalk from VT2A to Suffolk Lane – VTRANS funding	Aaron	\$286,216	\$646,013.61	\$2359,797.6 171,554	Project is out to bid with plans done by STANTEC. Construction to go forward in the summer of 2020 and possibly extend into 2021. This is both a path and storm water project. Capital path funding may not be sufficient to cover the cost of construction
2)Circ Alternative Project VT15 multi-use Path from Lime Kiln Road to Susie Wilson Road NH030- 1(34)	VTRANS/Patty Colburn/ Dennis/ Essex – Colchester	\$1,520,838	\$1,520,838	0	Project under design by VTRANS; construction to be advertised in calendar year summer of 2021 or 2022; STANTEC consultant on project
3)Circ Alternative Project VT15 sidewalk on north	VTRANS Future project	\$160,000	\$160,000	0	Scoping study approved but funding post FYE20; no active work at this time

side between Old Stage Road and Essex Way					by VTRANS. Project should wait until the waterline is extended from Essex Way to Old Stage Road
4)CCRPC FY18proposed UPWP request: VT 15 path/walk scoping project for route from Athens Drive to Circ Highway	STANTEC/ CCRPC/ Village and Town Planners Dennis	\$51,200	\$64,000	\$12,800	Scoping Study draft complete and approved by the Selectboard and Trustees. Attempt to secure VTRANS funding for design, ROW and construction. Project likely 4 to 5 years away from completion. Held up at CCRPC due to development of new priority system.
5)CCRPC FY18 proposed UPWP request: Scoping study for bike lanes between the east gate of the Fort in the Town and West St Extension in the Village along VT15	Dennis/ Hamlin Engineering/ Rick Jones/Robin Pierce/Town Planners STANTEC	\$51,200	\$64,000	\$12,800	Scoping Study draft complete and approved by the Selectboard and Trustees. Attempt to secure VTRANS funding for design, ROW and construction. Project likely 4 to 5 years away from completion. Held up at CCRPC due to development of new priority system.
6)CCRPC UPWP request: Identification of non-ADA compliant walks/intersections in the Town and Village	CCRPC/Toole Design Group/ Dennis/ Ricky	\$16,800	\$21,000	\$4,200	Study Work complete and report accepted by the Selectboard. Funds put into Capital Fund in FYE21 to start work on problem locations. Public Works to identify locations from this study and prior grant applications.
7)CCRPC FY17 proposed UPWP request: Development of sidewalk /path impact policies	TBD/ Dennis/ Conservation Committee	\$8,000	\$10,000	\$2,000	Study by RSG completed and presented to the Town. Answers to questions raised by Planning Commission and Economic Development Committee being investigated by staff. Not a high priority at this time.

8) Improve existing paved path along Allen Martin Drive and Thompson Drive	Aaron, Dan Gregoire, Dan Roberge, Dennis	0	0	\$20,000	Funds from Parks and Rec Impact fees for paths will be used to rebuild small sections and repave to limit of funding.
WATER PROJECTS					
1) Champlain Water District Water Project for Essex Center Increased Flow, and Duplicity	CWD Engineering Staff/Aaron/ Dennis	Unknown at this time; may be able to use State revolving fund	\$2,600,000	0	Construction in 2020/2021 of a new pump station off VT15 and an interconnecting waterline to provide second source of feed and greater reliability to the Essex Town and Jericho water systems. A bond has been approved for the project by CWD.
2) New waterline between Essex Way on the north side of VT15 and Billie Butler Drive	Aaron, Dennis, Aldrich and Elliott are the engineers	Unknown at this time; may be able to use State revolving fund	\$34,400 (design only at this time)	\$34,400 (design only at this time)	Design of the waterline is underway with expected completion in the late fall of 2020, Construction could occur in 2021 or 2022. Capital water funds will be used
3) Vt15/ Sandhill Waterline replacement	Aaron, Dennis, Aldrich and Elliott, VTRANS	Unknown at this time; some limited VTRANS funds available	\$50,000	\$200,000	As part of the VTRANS project to install a traffic signal at the intersection and change its configuration, there will be a structural impact on the buried asbestos cement water line. The line is brittle under heavy compaction; the line could easily be damaged or destroyed. The project will replace the waterline before the signal work with new ductile iron water line.
4) Tanglewood Drive second source of waterline feed	Aaron, Dennis	Unknown	Unknown	Unknown	Tanglewood has a significant population but with only one waterline

					feeding the area. A second line could be run through Sand Hill Park and through one residential property to interconnect and create a second source of feed. The project is currently on hold.
5) Town water model calibration and update	Aaron, Bob Whitten, Aldrich and Elliott	0	\$2000	\$2,000	The Town has a water model for both its low service area (Susie Wilson Road) and its high service area (Town Center). The models are maintained by Aldrich and Elliott but the Town owns the Watercad program. Periodically, hydrant flow tests are taken and compared to the model. . The model can be used with any new development to determine the development's fire flow need on the municipal system.
SEWER PROJECTS					
1) Sewer System Study Phase 1	Hamlin Engineering/ Aaron/Dennis	\$0	\$24,000	\$24,000	Study submitted and reviewed; comments provided by PW; study will be resubmitted for final review; 1 st phase of work completed.
2) Sewer System Study Phase 2	Hamlin Engineering/ Aaron/Dennis	\$0	\$15,000	\$15,000	Phase 2 will seek alternatives to redirect sewer within the Town Center from the Lang Farm pump station and find alternative routes through direct

					gravity connection into the Village of Essex Junction. Study to encompass Village sanitary sewer to be impacted by the alternatives. Phase two to be underway within 30 days.
3) Upgrade of pump stations for improved communication and response	Aaron/Bob Whitten	\$0	\$60,000	\$60,000	This is a line item in the Capital budget. The department now has 5 of the 16 pump stations updated to the Mission Communications system. Current alarms go through a land line to a 24-hour call center. Mission is 24/7 cloud based technology that contacts operators directly. Department is continuing to do 3 to 4 stations per year.
4) motor control upgrades to bring controls to surface	Aaron/ Bob Whitten	\$0	\$85,000	\$85,000	This is the upgrade of controls by replacing old technology (bubbler systems) with new improved technology and removing pump controls from underground to above grade in a cabinet. There are 5 stations remaining to be done.
5) pump, valve and component replacements at Alder Lane and Lang farm pump stations	Aaron/Bob Whitten	\$0	\$50,000	\$50,000	Both stations have seen significant wear over time. Portions of the pumping equipment at both stations are in need of replacement and significant repairs
6) Sewer allocation ordinance revisions	Dennis/Aaron	\$0	\$0	\$0	The sewer allocation ordinance needs to be revised and updated to reflect changes in property use and to provide additional sewer capacity for the Town

					Center area. Work will begin in 2020. using in-house staff
ROADS AND ASSOCIATED WORK					
1)Circ Alternative Project VT15/Sandhill Road Intersection STPG 030-1(22)	VTRANS/Patty Colburn/Dennis	\$1,275,000	\$1,275,000	0	Design Plans underway with reconfiguration and traffic signal; Public input hearing on 3/24/16; conceptual plans completed in 2018; ROW in 2019; construction in 2021
2)Circ Alternative Project Susie Wilson Road Intersection and Improvements STP 5400(11)	VTRANS/Patty Colburn/Dennis	\$8,500,000	\$8,500,000	0	Work involves lane additions, signal improvements reconfiguration of intersections at VT15 and Kellogg; road widening to accommodate bike lanes (limited existing ROW or room to expand ROW); project scoping complete and prelim. conceptual planning underway with conceptual plans in 2019; ROW in 2021 and construction in 2022 or 2023
3)Circ Alternative Project VT117/North Williston Rd Intersection Improvements STP 5400(10)	VTRANS Future project	\$1,500,000	\$1,500,000	0	Scoping study approved but funding post FYE19; VTRANS accepted Town desire for traffic signal over roundabout; conceptual design work underway with construction not likely until after 2022.
4)Circ Alternative Project VT117/North Williston Road Hazard Mitigation Project	VTRANS Future project	\$400,000	\$400,000	0	Scoping study approved but funding post FYE21; no active work at this time by VTRANS

5)VTRANS Alder Brook Culvert Replacement (bridge 2 on VT117) BF5400 (9)	VTRANS, Robert Young	\$1,577,500	\$1,577,500	0	FYE17 replacement of a failed buried culvert carrying Alder Brook; Scoping study contested by the Town due to impact on sewer lines; VTRANS revised plans to avoid sewer line issue; project will go into FYE20 or FYE21.
6)CCRPC UPWP VT15/ Allen Martin Drive Scoping Study and First Phase Construction	Sal Sarepalli/ Dennis / RSG for Scoping Study; O'Leary and Burke engineers on Phase 1 design	\$27,120 (scoping)	\$33,900 (scoping)	\$6,780 (scoping) Construct at \$65,000	Scoping study completed. Designs for Phase 1 completed and submitted to VTRANS. Few required changes.. Anticipate going to bid and construction in 2020. Funds used will be impact fees. Small portion of right of way needed.
7)CCRPC FY20 proposed UPWP request: Traffic counts in Town and Village (some by CCRPC)	CCRPC/ Dennis	0	0	0	Traffic counts identified in 2020. To be done by CCRPC interns in 2018
8) FEMA October 31 flood event reimbursement package	Aaron				Documentation complete; with FEMA; awaiting state funds determination; reimbursements should be final by early fall 2020.
9) VTRANS Structures Grant to rehabilitate large metal culvert under old Susie Wilson Road; culvert bottom has failed	Aaron				Grant submitted to VTRANS in the spring of 2020. Unknown if an award will be made due to scarcity of State funds because of COVID-19.
10) Class 2 paving grant for	Aaron/Dan G/				Grant for drainage work and repaving a

Old Stage Road					section of Old Stage Road; With COVID-19, there is little likelihood of a grant being awarded this year.
11) Reconstruction of Traffic Signals at Essex way and Circ highway	Dennis/East Coast Signal	0	\$60,000	\$60,000	Impact fee funds for the Essex Way Corridor will be used for a new controller, cabinet, radar control and traffic signals; a partial replacement was done on 2018 but more work is needed to complete the installation. The signals are currently functional.
12) Paving of roads using FYE20 funds	Dan Gregoire, Aaron, Dennis	0	\$220,000	\$220,000	The Susie Wilson Bypass and Morse Drive are in the process of being paved before July 1, 2020 using funds from FYE20
13) Paving of roads using FYE21 funds	Dan Gregoire, Aaron, Dennis	0	\$275,539	\$275,539	Old Stage Road, Woodlawn Drive and Woodlawn Court, Windridge Rd, Dalton drive and Pinecrest Drive will be paved after Jul1, 2020
14) Identification of paving projects for the FYE2022 budget	Dan Gregoire, Aaron, Dennis	0	Unknown at this time	Unknown at this time	Evaluation and consideration of roads for paving in FYE2022 will need to be underway during the summer of 2020.
BUILDING PROJECTS					
1) Building Needs Study	Scott and Partners (John Alden), Greg Duggan, Dennis,	0	\$46,650	\$46,650	Comprehensive look at Fire, Public Works and Parks/Rec facility needs for Village and Town; Phase 1 complete and report provided; Phase 2 underway

	Tom Yandow				to develop more specific plan and cost estimate.
2) Library Water Damage and mold rehab	Tom Yandow, Dennis	0	\$140,000	\$140,000	Significant water infiltrated the library foundation over time creating a mold situation. Repairs are 85% complete. Work is still needed in the basement area near the back wall and one bathroom.
3) Fire Station Water Damage and mold rehab	Tom Yandow, Dennis	0	\$120,000	\$120,000	Mold problems required the fire station to undergo rehab to remove the mold and the cause of the mold. Phase 1 of the remediation is 95% complete. Phase 2 to begin shortly and bids have been solicited for the follow-on restoration work at the station.
4) Memorial Hall Roof	Tom Yandow, Dennis	0	\$100,000	\$100,000	Funds available after July 1 st to further investigate the roof and determine the appropriate course of action
5) Tree Farm buildings issues	Tom Yandow, Dennis Greg, Evan, Ally, Owisso, John Alden	unknown	unknown	unknown	Need to determine an appropriate use for the buildings, especially, the house and then program funds to improve the buildings for use. It may tie into the Buildings study

List of Current/Expected Grants or Major Projects - Village

1 July 2018

Description	Project Manager	Grant Amount	Total project Cost	Local share	Status
STORM WATER PROJECTS					
1)Construction of Gravel Wetland VTRANS Alt. Trans. Project	Jim/ Chelsea/ Dennis for grant admin.	\$315,054	\$419,160	\$104,106	Project bids received and approval sought to award. Low bidder is S.D.Ireland at a submitted bid price of \$196,316.50. Work to be completed during 2020
2)Phosphorous Control Plan using VTRANS Highway and Storm water Mitigation Grant	Jim/ Dennis/ Chelsea/ Annie	\$40,000	\$50,000	\$10,000	Grant award made in Feb. of 2018. Project underway. Plan due April 2021, grant will be closed out by then.
3) Cul-de-sac retrofit grant for 3 cul-de-sacs, two in Town and one in Village. See also Town projects	Annie/ Dennis/ Ricky/ Chelsea/ Jim	\$271,138	\$338,923	\$67,185	STANTEC selected competitively as the design engineer. Design work underway. Projects may be ready for construction in 2021

4) Unified Planning Work Program for storm water pipe assessment in Essex (grant also awarded to Essex Junction)	Chelsea, Jim	\$36,000	\$45,000	\$9,000	Work underway by consultant, Malone and McBroom to televise old corrugated metal storm drains in Essex. . Bids received most likely awarded to Eastern Pipeline Services
5) Purchase of new Vacuum Truck using VTRANS TAP grant	Jim/Chelsea	\$283,000	\$339,600	\$56,000	Grant awarded. This grant was officially declined in Spring 2020 as the Buy America Provision cannot be met & waivers are not being granted.
6)Better Roads Grant: Corduroy/Vale outfall	Jim/Chelsea	\$9,105.50	\$12,655.50	\$2,185	We have one outstanding easement to obtain which has gone to legal action. The grant is set to expired 6/30/20. We will be requesting an extension.
7)Rosewood Drive outfall stabilization	Chelsea	\$0	\$0	\$0	Funds dedicated to the Village through CCRPC REI program. Watershed Associates are designing a stabilization project for a severely eroded outfall to 30% engineer drawings
8)FEMA October 31 flood event reimbursement package-Densmore Drive Temp Emergency repair	Chelsea/Ricky		\$28,182	TBD	Documentation complete; submitted to FEMA for review & reimbursement up to 75%
9)FEMA October 31 flood event reimbursement package-Cat C projects	Chelsea/Ricky/Jim		TBD	TBD	Project was delayed due to COVID-19 & FEMA site inspections, quotes from contractors being obtained. Site inspections becoming complete June 16 with repair work moving forward for Summer 2020
10)FEMA October 31 flood event reimbursement package-Densmore Drive permeant replacement	Chelsea/Ricky/Jim		TBD	TBD	Hoyle Tanner working on permanent design for bid & installation spring 2021, with utility relocation/winter stabilization of culvert occurring prior

11)Main St/Fairview Gravel Wetland Performance	Chelsea/ Jim		TBD	in-kind	Watershed Consulting Associates conducting a summer study on P removal on two gravel wetlands. Testing grant
12)South Hill Catch Basin Disconnection from Sewer & Road Narrowing with GSI	Chelsea/ Jim/Ricky	TBD	TBD	TBD	Disconnection of the last catch basin in the Village connected to the sewer system. Road narrowing of South Hill and incorporation of Green Stormwater Infrastructure for SW treatment
13)Loubier Road Narrowing and Stormwater GSI	Chelsea/ Jim/Ricky	TBD	TBD	TBD	Narrowing of the extended cul-de-sacs and incorporation of GSI or other stormwater practices
PATH PROJECTS					
1) CCRPC FY18proposed UPWP request: VT 15 path/walk scoping project for route from Athens Drive to Circ Highway	STANTEC CCRPC/ Village and Town Planners Dennis	\$51,200	\$64,000	\$12,800	Scoping Study draft complete and approved by the Selectboard and Trustees. Attempt to secure VTRANS funding for design, ROW and construction. Project likely 4 to 5 years away from completion. Held up at CCRPC due to development of new priority system.
2) CCRPC FY18 proposed UPWP request: Scoping study for bike lanes between the east gate of the Fort in the Town and West St Extension in the Village along VT15	STANTEC CCRPC/ Village and Town Planners Dennis	\$51,200	\$64,000	\$12,800	Scoping Study draft complete and approved by the Selectboard and Trustees. Attempt to secure VTRANS funding for design, ROW and construction. Project likely 4 to 5 years away from completion. Held up at CCRPC due to development of new priority system.
3))CCRPC UPWP request: Identification of non-ADA compliant walks/intersections in	CCRPC/ Toole Design	\$16,800	\$21,000	\$4,200	Study Work complete and report accepted by the Selectboard. Funds put into Capital Fund in FYE21 to start work on problem

the Town and Village	Group/ Dennis/ Ricky				locations. Public Works to identify locations from this study and prior grant applications
4) Main Street Sidewalk extension VTRANS STP5300 (13)	Robin/ Rick Hamlin/ Joel Perrigo	\$31,500	\$35,000	\$3,500	2014 Bike/Ped award to study 3200 ft of sidewalk to access neighborhoods, Essex Educational facility and downtown.
WATER PROJECTS					
1) Railroad Avenue Water	Ricky Jones/ Hamlin Eng	\$0	\$200,000	\$200,000	Construction of new waterline between Lincoln Place and Central Street to provide fire protection in the commercial district
2) Lamoille water line and road redo FY21	Ricky Jones/ Hamlin Eng		\$541,025	\$541,025	
3)Iroquois Ave road and water line redo FY22-24?	Ricky Jones/ Hamlin Eng		\$1,616,658	\$1,616,658	
SEWER AND WASTEWATER PROJECTS					
1)PePhilo Pilot Work	Jim/Bernie	\$0	\$50,000	\$50,000	Stage III P innovation challenge pilot
2)PFAS Testing/Follow-up		\$0	\$35,000	\$35,000	

3)Efficiency VT Cohort Continuous Improvement	Jim	\$0	\$0	\$0	See next item for costs
4)WWTF Energy conservation measures phases	Jim		\$80,000		Under development
5)20 year Capital Engineer Review		\$0	\$30,000	\$30,000	
6)WWTF permit renewal	Jim	\$0	\$0	\$0	Review time and implementation July-August
7)Tri town Ordinance	Jim	\$0	TBD	TBD	High strength waste control related updates
8)Effluent Filter Media replacement	Bernie/Jim	\$0	\$40,000	\$40,000	Periodic maintenance by staff
9)Vehicle replacement	Bernie/Jim	\$0	\$55,000	\$55,000	
10)Alkalinity control	Bernie/Jim	\$0	\$76,950	\$76,950	In house construction in progress
11)Flow EQ/Digester Wall repair	Jim/Bernie		\$150,000	\$150,000	EQ done, Block wall pending
12)AC modification		TBD	\$9,000	\$9,000 less grant	
13)Essex Pump Station Monitoring	Jim/Aaron	TBD	TBD	TBD	
14)Maple River St Pump Stations Evaluation			\$30,000	\$30,000	
15)West St Susie Wilson Control					Replace existing control cabinets
16)Network VPN Hardening	Jim	\$0	\$50,000	\$50,000	Office connectivity alternate vendor VPN SCADA Modifications
17)Flexible Load Management Implementation	Jim	100%	As developed	\$0	Maximize Cogeneration and control modification
18)Treatment Capacity Evaluation	Jim	\$0	\$0	\$0	Data review with BioWin software Capstone project. Organize & Hydraulic capacity WWTF

ROADS AND ASSOCIATED WORK					
1) Circ Alternatives Project – Crescent Connector STP 5300(13)	Robin/ Rick Hamlin/ Andy Deforge	\$7,200,000	\$7,200,000	0	Final designs and ROW under development; scheduled for construction in 2019.
2) South Street Drainage	Ricky Jones/ Hamlin Eng/ Jim Jutras	\$0	\$120,000	\$120,000	Construction of sidewalk and drainage improvements to reduce flooding of private properties from street drainage
3)Crescent Connector RR Crossings					RR crossings 1 @ Maple 1 @ Main 2 @ Park
4) Paving of West St and South st- Class 2	Rick Jones	unk	\$334,000		
5)Densmore Drive Box Culvert	Rick Jones/Chel sea/Jim/ Hamlin Engineers	TBD	TBD	TBD	TBD reconstruction of Densmore Drive
BUILDINGS					
1)Public Works shop roof	Rick Jones				Done!
2)Paint Public Works Buildings	Rick Jones		TBD	TBD	

From: Ewing Fox
Sent: Sunday, June 7, 2020 10:27 AM
To: Andy Watts; Vince Franco; Elaine Haney; Patrick Murray
Subject: Statement for the Board Meeting Monday

Hello, I am unable to attend tomorrow's virtual meeting due to having to care for an ill friend. I'd like to have the following statement included in the meeting minutes; I've also asked a friend to read it if she is able.

Thank you for reading my statement, my name is Ewing Fox, an Essex resident unable to attend this shockingly brief, singular comment period for the merger plan and vote. I would like to voice my strong concern regarding moving forward with a merger vote this November; this is NOT because I am concerned about the legality, constitutionality, or security of a (likely) mail in vote this November - it is because unlike legally mandated elections that must proceed to ensure the continuance of government, this merger vote, and the plan behind it, feels rushed, the electorate are not well informed about the plan, and the fundamental underpinnings of local democracy have been subverted (necessarily) by the ongoing pandemic and the need to maintain social distancing.

A vote on the subject is very important, but not during a time when the citizenry are unable to practice local democracy - with coffeeshop discussions and lively debate in meeting halls, reinforced by face to face canvassing by informed and concerned parties. Online information, mostly in the form of Facebook posts, has been strongly polarized and polarizing and due to the manner Facebook filters what we see, we are unlikely to see many positions antithetical to our own. Additionally, online communication lacks the humanity and neighborly-ness of a face to face encounter, further impacting the ability for us to have friendly and compassionate conversations about the impacts of this merger to our own lives and the lives of our neighbors.

If this vote is allowed to proceed, any outcome in November would immediately be called into question. Considering the serious stress our town and village budgets are already under due to COVID-19, the resulting lawsuits would be a further yet necessary burden.

A vote, without an informed and involved citizenry simply can not be considered legitimate. Please - let reason break out, do not force this issue through. We need the vote to happen, but we don't need it to happen right now.

Thank you,

Ewing



89 Main Street, Suite 4,
Montpelier, VT 05602.
800-649-7915 | 802-229-9111
mcarroll@vlct.org

Dear Local Official:

The Vermont League of Cities and Towns (VLCT) is the statewide association of cities and towns, and proudly counts every city and town in Vermont among its members. VLCT supports providing authority, autonomy, and resources to cities and towns so that local elected and appointed officials have the tools needed to discharge important responsibilities.

Each year, the VLCT Board of Directors seeks the names of qualified candidates for the Board. The term of office is two years and each member is limited to three consecutive two-year terms, unless elected to an officer position. Officers are limited to two one-year terms as Vice President and two one-year terms as President. Currently, there is a vacancy on the Board and the VLCT Board Nominating Committee is soliciting for candidates to submit to the Board for consideration. Among the criteria for Board membership are geographic distribution, balance among qualified offices, and representation from different sized municipalities. A list of current VLCT Board members is attached.

According to the VLCT Bylaws, members of the Board of Directors shall be “qualified” officials of full member cities or towns—that is, selectpersons, mayors, municipal managers, clerks, treasurers, or persons in positions established in municipal charters with responsibilities comparable to one of the above. Persons elected to the Board of Directors must be able to attend monthly Board meetings at the VLCT office in downtown Montpelier, on a virtual platform or by telephone, usually starting at noon and lasting three to four hours.

VLCT encourages any “qualified official” who is interested in serving on the Board to submit an application. Vacancies can occur throughout the year and it is important to have a list of those who are willing to step in to a vacant position. We also encourage applicants from geographical regions not currently represented on the Board.

When elected to the Board, you will be asked to do the following:

- provide overall governance of the organization;
- assist in formulating VLCT’s legislative municipal policy for membership approval;
- provide direction to VLCT’s long-range strategic goals and objectives;
- support VLCT’s implementation of its mission *to serve and strengthen local government*; and

- give direction to staff during the legislative session in the context of the adopted Municipal Policy, including occasionally testifying before legislative committees or executive branch agencies.

Being a Board member also requires approximately two days in early October each year to help with VLCT's Town Fair and Annual Meeting. It may involve membership on VLCT policy committees or legislatively established study committees. Many members of the Board are asked on occasion to act as an "ambassador" for the League by visiting neighboring towns and cities to explain our programs and policies, and to seek input from other local officials. VLCT provides reimbursement for travel expenses plus a small per diem for attendance at Board meetings.

If you or a qualified individual you know wants to make a difference in Vermont municipal government as a member of VLCT's Board of Directors, please fill out and return the accompanying application **by Friday, July 17, 2020, to mcarroll@vlct.org.**

We look forward to hearing from you!

Sincerely,


Maura Carroll
Executive Director



Vermont League of Cities and Towns

VLCT Board of Directors Nomination Form



89 Main Street, Suite 4,
Montpelier, VT 05602.
800-649-7915 | 802-229-9111
mcarroll@vlct.org

Nominee's name:	Municipality:		
<input type="text"/>	<input type="text"/>		
Title:	Years in position:		
<input type="text"/>	<input type="text"/>		
Phone:	Email:		
<input type="text"/>	<input type="text"/>		
Address:			
<input type="text"/>			
City:	State:	Zip:	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

Nominee's other municipal involvement (include dates):

Nominee's other professional skills. Please comment on nominee's background, if any, in such areas as insurance, risk management, finance, investments, marketing, or legal. You need not limit your comments to these areas.

Nominee's other information (such as occupation, education, activities, or interests):

Why does the nominee want to serve on the VLCT Board? What contribution does the nominee feel he or she can make to this Trust?

Recommender's name:

Municipality:

Title:

Years in position:

Phone:

Email:

Address:

City:

State:

Zip:

Why are you making this recommendation?

How do you know the person you are recommending?

Please return your completed nomination form by email (mcarroll@vlct.org) or by mail to Maura Carroll, Executive Director, VLCT, 89 Main Street, Suite 4, Montpelier, VT 05602.

VLCT Board of Directors 2019-2020

Hon. Miro Weinberger, President

Mayor, Burlington
149 Church Street
Burlington, VT 05401
802-865-7272
miro@burlingtonvt.gov

Peter Elwell, Vice President

Town Manager, Brattleboro
230 Main Street
Brattleboro, Vermont 05301
802-451-8942 (cell)
pelwell@brattleboro.org

Dominic Cloud, Immediate Past President

City Manager, St. Albans
P.O. Box 867
St. Albans, VT 05478
802-524-1500
d.cloud@stalbanstv.com

Jessie Baker

City Manager, Winooski
27 West Allen Street
Winooski, VT 05404
802-655-6410
JBaker@winooski.vt.gov

William Fraser

City Manager, Montpelier
39 Main Street
Montpelier, VT 05602
802-223-9502
wfraser@montpelier-vt.org

Mary Ann Goulette

Town Manager, West Rutland
35 Marble Street
West Rutland, VT 05777
802-438-2263
mgoulette@westrutlandvt.org

Elaine Haney

Selectboard Chair, Essex Town
25 Dunbar Drive
Essex Junction, VT 05452
802-324-2546
ehaney@essex.org

Delsie Hoyt

Selectboard Chair, West Fairlee
3428 Middlebrook Road
Fairlee, VT 05045
802-333-9717
westfairleesb@hotmail.com

Kenneth Linsley

Chair, Danville Selectboard
P.O. Box 273
Danville, VT 05828-0273
802-535-5094 (cell)
kenlinsley@charter.net

Sandy Pinsonault

Town Clerk, Dorset
P.O. Box 24
East Dorset, VT 05253
802-362-1178
dorsetclerk@gmail.com

George Putnam

Selectboard Member, Cambridge
413 Jeff Heights Road
Jeffersonville VT 05464
802-644-2251
gsputnam@gmail.com

Charles Safford

Town Manager, Stowe
P.O. Box 730
Stowe, VT 05672
802-253-6868
csafford@townofstowe.vermont.org

Lucrecia Wonsor

Town Clerk/Treasurer, Killington
P.O. Box 429
Killington, VT 05751
802-422-3243
lucrecia@killingtontown.com