

AGREEMENT
BY AND BETWEEN
TOWN OF BRANDON, VERMONT
AND



THE
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
LOCAL 422

JULY 1, 2024 - JUNE 30, 2027

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ARTICLE 1 - GENERAL PROVISIONS

Section 101 - Recognition

The Town of Brandon, Vermont recognizes NEPBA, as the exclusive bargaining representative of the employees of the Town of Brandon Police Department, excluding the Chief of Police, and Police Lieutenant.

Section 102 - Distribution of Agreement

All bargaining unit employees shall be furnished a copy of this Agreement on the date of hire. The employer and the UNION will split any costs associated with the reproduction or delivery of this document for new employees. Each employee shall acknowledge receipt of this Agreement at the time of delivery.

Section 103 - Savings Clause

Should any provision or portion of a provision of this Agreement be found to violate a Federal or State law, all other provisions shall remain in force. The employer and the UNION shall meet within forty-five (45) days to negotiate new language.

Section 104 - Modification of Agreement

No agreement, alteration, understanding, variation, waiver or modification of this Agreement shall be made by any employee or group of employees with the employer and in no case shall be binding upon the parties hereto, unless such agreement is made in writing and ratified by the UNION and the employer. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

Section 105 - Duration of Agreement

- A. This Agreement shall be effective upon ratification by both Parties and shall continue in full force and effect until June 30, 2027.
- B. Either party may notify the other party of its desire to modify this Agreement by written notice postmarked no later than December 1 proceeding the first day of July upon which the successor agreement would become effective.
- C. This Agreement shall be renewed automatically for periods of one year unless either party gives written notice of a desire to modify or amend the Agreement as provided in paragraph B of this Section 105. During negotiations, this Agreement shall remain in full force and effect.

Section 106 - Non-Discrimination

Neither the employer nor the UNION shall discriminate against any employee on the basis of race, religion, color, ancestry, natural origin, sex, sexual orientation, gender identity, place of birth, age, political affiliation or membership or non-membership in the UNION. Further, neither the employer nor the UNION shall discriminate against a qualified disabled employee. Any alleged violations of this section shall not be subject to the arbitration provision of this Agreement, unless the grievant, UNION and TOWN mutually agree in writing to such arbitration and the grievant voluntarily releases any and all rights to pursue his or her discrimination claim before any other tribunal or court.

Section 107 - Personnel Rules and Regulations

This Agreement shall not supersede any provisions of the TOWN'S personnel policy or the TOWN'S police manual of policies and procedures unless specific provisions of this Agreement contradict said policies, procedures and provisions.

Section 108 - Management Rights

- A. The TOWN retains all of the rights and functions necessary to effectively manage the TOWN except to the extent that they are expressly and specifically modified or limited by the written provisions of this Agreement. These rights include, but shall not be limited to, the right to establish performance standards; to plan, direct, schedule, assign, transfer and control work assignments and duties; to determine the means, methods, processes, materials, and equipment necessary to deliver the services provided by the TOWN; to create, review and eliminate positions; to contract or subcontract work; to hire and demote; to discipline, suspend and discharge; to maintain, establish, revise and implement reasonable rules and regulations not in conflict with the terms of this Agreement.
- B. The TOWN'S exercise of any retained rights or function in a particular manner shall not preclude the TOWN from exercising the same right or function in any other manner which does not expressly violate a specific written provision of this Agreement. The TOWN'S failure to exercise any right or function reserved to it shall not be deemed to be a waiver of its right to exercise such right or function at any future time.

ARTICLE 2 - UNION RIGHTS

Section 201 - Union Security Clause

Each employee who, on the effective date of this Agreement, is a member of the Union, and each employee who chooses to become a member after that date, shall, as a condition of employment, maintain his membership in the Union by payment of dues.

The Town shall deduct monthly Union dues from the earned wages of each employee in the bargaining unit in such amount as shall be determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by him/her on an appropriate form, a copy of which must be submitted to the Town. The Town shall remit such dues to the union treasurer within 15 working days after the month in which dues are deducted. Such authorization shall be for the life of this Agreement and shall be continued thereafter if an agreement exists between the Town and the Union. It is understood that up to two (2) payroll periods may be required for new deductions. Members shall be able to withdraw from the Union only during the month of July of each year with written notice to the Town and the Union. The Union will comply with all bonding and other requirements as provided in the General Laws.

The Town will advise the Union in writing of the name, address and classification of each new employee serving in a position covered by this agreement. The Town recognizes the right of any employee to become a member of the Union or refrain from becoming a member of the Union. The Town will not discourage or encourage or discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union or to refrain from becoming a member of the Union.

The UNION agrees to indemnify, defend and hold the Town of Brandon harmless from any and all suits, claims, grievances or causes of action related to the Town's collection of Union dues or agency fees and any other action taken in connection with its duties under this Article.

Section 202 - Payroll Deduction of Union Dues

Upon completion of a signed payroll deduction card by each employee, the employer agrees to deduct UNION dues or agency fee, as certified by the UNION, each pay period and remit to the treasurer of the UNION within fifteen (15) working days after the month in which the dues or agency fees were deducted. Such remittance shall be accompanied by a list of employees with the amount deducted for each.

Section 203 - Union Committees

- A. The Grievance Committee shall consist of the UNION President, Vice President, and Grievant(s).
- B. The Negotiating Committee shall consist of the NEPBA Staff Representative and four (4) members of the bargaining unit.

- C. The Labor - Management Committee shall consist of up to four (4) members of the bargaining unit and shall meet with management during the life of this agreement over issues of interest to either the Town or the Union. Such committee shall meet as frequently as is needed. This committee shall consider and discuss issues of mutual concern to the Town or the Union, but shall not negotiate or otherwise usurp the proper function of the Negotiating Committee. The UNION shall provide the Town with a list of its members of the Labor – Management Committee by July 1 of each year, and shall update the list when changes are made.
- D. A Union President shall provide reasonable advance notice to his/her supervisor and the Town Manager in the event the President requires time off from work to investigate a grievance or potential grievance, or to participate in matters related to a grievance which has been filed. The Town Manager and supervisor will arrange for the President to be released from work duties, with pay, as necessary to accomplish these purposes. By mutual agreement the President and a representative of the Town may meet after work hours to review matters related to grievance administration or the investigation of grievances. When a grievance hearing is held during normal working hours a Union President and any employees who are required to participate in the grievance meeting shall be released from work, with pay, for the time required for their participation.

Section 204 - Deductions

An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. An employee may withdraw his/her political education fund fee authorization by giving notice to the Employer.

The Employer shall deduct such political education fund fee from the pay of employees who request such deduction and shall transmit deductions to the Treasurer of the Union together with a list of employees whose political education fund fees are being transmitted.

The Town agrees to pay the Brandon PD's annual VPA Agency Membership fee.

Section 205 – Union Leave

Leave of absence without loss of wages, benefits or other privileges may be granted to one elected position of the Union to attend New England PBA (NEPBA) and Vermont Police Association (VPA) Conventions, business meeting and/or event. Such leave shall not exceed four (4) days in any given year and cannot be carried over from year to year. Written notice will be given to the Chief of Police at least two (2) weeks before said event.

ARTICLE 3 - WORKING CONDITIONS

Section 301 - Hours of Work

- A. Police officers shall work eighty (80) hours within a fourteen (14) day period as scheduled by the TOWN.
- B. Police secretaries shall work the number of hours specified and scheduled by the TOWN, which, in any event, shall be a minimum of twenty-eight (28) hours per week.
- C. To be classified as a regular full-time employee, an employee must be scheduled to work at least thirty-five (35) hours per week.
- D. Employees, covered by this agreement, who are scheduled to work less than thirty-five (35) hours per week but at least twenty-four (24) hours per week on a regular basis shall be considered regular part-time employees.

Section 302 - Pay Day

The TOWN shall pay its employees on a bi-weekly basis, including overtime and holiday pay.

Section 303 - Uniforms

The Parties agree that the Chief of Police has discretion to issue additional items of equipment to officers during the life of the agreement without prior negotiations with the Union. In the event items on this list become obsolete the Chief of Police will give written notice to the Union and may discontinue issuance of the item(s) absent the objection of the Union.

- A. There shall be an initial issue of four (4) sets of uniforms, a set consisting of one pair of pants, one short sleeve shirt and one long sleeve shirt. The TOWN shall provide for the cleaning and care of uniforms, as needed, and shall issue replacement uniforms as needed. If an employee chooses to clean their uniforms at their own expense, a quarterly uniform cleaning allowance of \$100 will be provided to the employee in the first pay period of the quarter. It is an expectation of the Town an employee's uniform be presentable at the beginning of their shift.
- B. The TOWN shall maintain and issue equipment as determined by the Chief, a list of which shall be posted and updated annually.
- C. The list for the duration of this agreement, at a minimum, will contain the items as attached hereto in Appendix H as Brandon issued equipment.

Section 304 - Training

Employees who attend a seminar or course of training, approved by the Chief of Police or Lieutenant, during working or non-working hours shall be considered "working" and will receive their normal wages as well as expenses (transportation, meals, housing, tolls, etc.) incurred for same. Following completion of the seminar or course of training, the employee must submit proof of expenses in order to be reimbursed. In unusual circumstances, an employee may receive an "advance" of expenses, provided application for same is made to the Town Manager at least seven (7) days (if possible) prior to the commencement of the course of training or seminar.

Section 305 - Meals and Breaks

- A. Full time Police Department employees shall be allowed paid meal (30 minutes) and rest [two (2) fifteen (15) minute] breaks each shift as activity allows.
- B. Nothing herein shall restrict the department from utilizing the services of an employee during any paid break period whenever the Department Head considers it necessary.

Section 306 - Residency

When the Department is not operating under a twenty-four-seven model patrol schedule the police officers must reside in a location that will allow him/her a reporting time to the Town of Brandon Police Department of no greater than forty-five (45) minutes. So long as the Department is operating under a twenty-four-seven model patrol schedule this section shall not apply.

ARTICLE 4 - COMPENSATION

Section 401 - Rate of Pay

- A. Step Movement
Beginning July 1, 2022, employees shall only move one step per year if the employee has received at least a meets expectations rating on their evaluation in Appendix G for the prior year. If the employee receives a meets expectations rating the year after not receiving a step raise then said employee shall move 2 steps to the step the employee would have received previously if they had not received an below expectations rating on the evaluation.

All incumbent bargaining unit employees shall receive a step program identified in Appendix F. This step increase will begin the first of July. Beginning July 1, [2024](#), the step program will be augmented annually for the duration of this contract with a Cost of Living Adjustment (COLA) identified by averaging the U.S. Department of Labor Northeast Region Consumer Price Index (not seasonally adjusted) for the 12 months (January to December) of the previous year. The COLA shall be rounded to the nearest tenth of a percent and at no time shall the COLA be less than 1% nor shall it exceed 3%.

- B. New Hires
New hires shall receive pay in the appropriate grade in accordance with Appendix D and F. The rate within range shall be determined by the Town commensurate with experience and qualifications. In no event shall a new employee be paid at a rate higher than the lowest paid employee within the same titles.
- C. Promotions
Employees promoted to a higher grade shall move horizontally into the higher grades wage column while remaining at the employees current equivalent step number.
- D. Demotions
Demotions from one grade to another, whether voluntary or involuntary, shall be to the same proportion level in the new pay range.

Section 402 - Overtime

- A. Police Officers - Shall be paid at the rate of one and one half times their regular hourly rate for all time worked in excess of forty (40) hours per week.
 - 1. Non-Police Officer Employees - Shall be paid at the rate of one and one half times their regular hourly rate for all time worked in excess of forty (40) hours per week.
- C. For the purpose of this section, all time paid shall be counted for the purpose of calculating overtime. Comp time shall not be counted for the purpose of calculating overtime when comp time and scheduled overtime occur in the same overtime period, unless the employee has been ordered in.
- D. There shall be no curtailment of hours for the purpose of avoiding the payment of overtime or comp time. (When an employee works additional hours beyond their regular schedule, the Town will not cut his/her regularly scheduled hours later in the week. The only exception may be for safety issues.)
- E. The Town will make reasonable efforts to offer overtime opportunities to bargaining unit members prior to offering such work to employees outside of the bargaining unit. The Town at its discretion may offer such work to employees outside of the bargaining unit when 1) bargaining unit members have worked 20 or more overtime hours within a work week or 2) the Town at its discretion determines an unsafe situation exists due to excessive hours worked by any individual employee; or 3) bargaining unit employees qualified to perform the work have refused the offer of overtime work. Nothing herein will be interpreted to prevent the Town from ordering a bargaining unit employee to work overtime as necessary.

Section 403 - Compensatory Time

All overtime and call in time may be taken as overtime pay, or may be taken as compensatory time subject to the limitations set forth in this section. The employee shall have the option of choosing, in all instances where the employee has been asked to perform the work by the department head or authorized designee, whether to be compensated by overtime pay or compensatory time. The employee shall inform the department head or his or her designee of his or her choice on or before the end of the pay period for which the time has been worked.

Compensatory time earned as described above may be cashed in as overtime pay upon request of the employee with a two (2) week notice.

Compensatory time off may be taken with at least one week's notice in writing to the department head and the department head shall allow the compensatory time to be taken unless it would cause undue disruption to the proper functioning of the department. Compensatory time earned shall be equal in hours to the overtime rate.

Police Officer employees may accrue up to a total of 240 hours of compensatory time. Non-Police Officer employees may accrue up to a total of 80 hours of compensatory time. All accrued compensatory time will be paid upon separation of employment with the Town.

Section 404 - Worker's Compensation

The employer shall maintain a policy of worker's compensation as required by law for all bargaining unit members. An employee may utilize accrued paid leave to make up the difference between the employee's weekly base wages and the amount the employee receives as temporary total disability benefits under Worker's Compensation.

Section 405 - On Call

Employees required to be on call and required to carry a cell phone shall be paid one-fourth (1/4) of their regular straight time rate for those hours during which he or she is in such status, excluding any hours actually worked. When such employees are placed on call and accept an obligation to be available and respond to such calls. On call status will be established by schedule by the department head, or designee.

Section 406 - Call In

Employees called in to work outside of regularly scheduled hours shall receive a stipend equal to 2 hours of straight time pay. Such call in pay shall not be required when an employee is either called to begin a shift early or to stay late. The stipend for Call In pay shall be in addition to pay at an employee's appropriate rate for all time actually worked responding to such call.

An employee called in shall be allowed to sign off from duty once the situation for which the employee was initially called in has been concluded, including normal follow up and normal paperwork, to the Department Head's or Department Head's designee's satisfaction.

Police mandatory presence for duty such as court presence is considered scheduled overtime if it is outside the officer's scheduled shift and does not qualify for call-in pay. Officers shall be paid a minimum two (2) hour compensation for this duty.

Section 407 - Work in a higher Class

Employees who work in a higher grade position shall be paid an additional rate of \$1.00/hr or the entry level rate for the position whichever is greater, for all hours performing such work when such work is performed for a full shift or more.

Section 408 - IRS code 125 Plan

The Town shall continue to offer an IRS Code 125 Plan for all employees. The Union and the employees agree that all premiums contributed by employees toward the cost of their group health insurance will be paid pre-tax through the IRS Code 125 Plan.

Section 409 – Shift Differential

All employees who work hours that fall between 4:00 PM and 6:00 AM will be paid a shift premium of \$1.00 per hour for each hour worked during this period.

Section 410 – Training Incentive

Employees who have been trained, maintain, and assigned by the Chief the following responsibilities as an employee, shall receive an hourly incentive of the following amount:

Field Training Officer \$ 0.15 per hour

ARTICLE 5 - FRINGE BENEFITS

Section 501 - Vacations

A. Police Department employees shall earn vacation according to the following schedule:

0 - 1 year	-	4 hours per month
1 - 6 years		8 hours per month beginning first month immediately following the completion of one year of service
6 - 10 years	-	10 hours per month beginning first month immediately following the completion of six years of service
10 - 15 years	-	12 hours per month beginning first month immediately following the completion of ten years of service
15 – 20 years	-	14 hours per month beginning first month immediately following the completion of twenty years of service
20 plus years	-	16 hours per month beginning first month immediately following the completion of twenty years of service

- B. Employees may use vacation time for illness if sick time is depleted.
- C. Employees taking a week or more vacation days at one time shall receive vacation pay on the last day the employee works prior to the vacation, if he or she requests it, in writing, at least two (2) weeks prior to the start of the vacation.
- D. Conflicts in vacation requests within the bargaining unit shall be resolved according to seniority. Vacation requests shall not be unreasonably denied. Employees who submit a request for vacation no less than 60 days prior to the first day of vacation requested, shall be granted vacation according to seniority from among those requesting such vacation time off. Employees who request vacation 60 days in advance shall receive notice of approval or denial from the employer no less than 45 days prior to the first day of vacation requested. Failure by the employer to provide such notice shall be considered an approval of such request. Employees who request vacation less than 60 days in advance shall be granted vacation time on first come first served basis. Non-union employees, particularly the Police Chief, who's absences would impact a department's ability to function effectively will be considered a part of the department for purposes of scheduling vacation.
- E. Employees may take vacation by days; however, longer vacations are to be encouraged.
- F. Upon termination, all earned vacation time shall be paid.
- G. Employees may not accrue more than 240 hours of vacation. If vacation requests are denied, vacation in excess of 240 hours may be carried for a six (6) month period.

Section 502 - Holidays

- A. The following days shall be recognized as paid holidays for all employees:

New Year's Day	Martin Luther King Day
Presidents' Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Indigenous Peoples Day
Veterans' Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day

The day before Christmas shall be considered a floating holiday and may be taken on the actual day as described or at another time at the employee's request and the approval of the Department Head. The day before Christmas shall not be considered a holiday for the purpose of 502D.

- B. Holidays which occur during an employee's vacation shall be paid as holidays and not charged to vacation time. When a holiday falls on an employee's regularly scheduled day off, every effort shall be made to schedule a day off with pay during the same work week. Should for any reason the Department Head be unable to schedule an employee for a day off within the same work week, such employee shall receive eight (8) hours pay (pro-rated for part time employees) at their regular rate in lieu of holiday time off.

- C. The number of hours either worked or taken as a holiday shall be equal to the number of hours which the regular shift is scheduled to work on the holiday as determined by the Department Head.
- D. Employees who work on a paid holiday shall be paid at the rate of one and one-half (1.5) times their regular hourly rate for all hours worked in addition to their regular holiday pay.
- E. Police Holidays- On each July 1 of this agreement, police shall receive, and have available for use, 8 hours of holiday leave for each holiday as described above. Such leave may be taken at the employee's request and subsequent approval of the Chief. New hires shall be credited with 8 hours of holiday leave for each holiday remaining in the fiscal year. In the event an officer who retires, resigns or is terminated has utilized holiday leave prior to the occurrence of one or more holidays in the contract year the excess time may be deducted from the officer's final paycheck. Unused holiday leave shall be paid out annually on June 30th.

Section 503 – Sick Leave

- A. An employee can use sick time when the employee or employee's child, parent, grandparent, spouse, or parent-in-law is sick or injured. This includes attending medical appointments (including eye and dental), helping a family member obtain health care or travel to an appointment related to his or her long-term care, or to address the effects of domestic violence, sexual assault or stalking. An employee may use earned sick time to care for a family member because the school or business where the family member is located is closed for public health or safety reasons.
- B. Police Department employees, who are regularly scheduled to work 8 hour shifts, shall accrue sick leave shall accrue at the rate of eight (8) hours per month to a maximum of 240 hours. Police Officers shall accrue sick leave shall accrue one hundred (100) hours of sick leave a year at the rate of approximately eight and thirty-three hundredths (8.33) hours per month to a maximum of 300 hours.
- C. The Town shall have the discretion to request medical certification, paid by the Town, to verify the legitimacy of sick leave utilization any time there is a reasonable basis to do so.
- D. Employees who choose to do so may contribute sick leave to other town employees who have exhausted their own sick leave due to a non-work related illness or injury that meets the criteria for leave under the FMLA or the Vermont Parental and Family leave laws. Such contributions shall be made in full day increments. (As an example, a donation by a higher hourly rate to a lower hourly rate, or vice versa, will not be figured into the equation. If a member being paid \$18.00 per hour donates a day to a member being paid \$15.00 per hour, there will be no residual value (\$3.00) available to the contributing member.)

Section 504 - Family Leave

- A. Employees shall be entitled to up to six (6) months unpaid leave for pregnancy, adoption, or care of a seriously ill family member for whom they are a primary care giver.
- B. During such leave, it shall be the employee's option to carry insurances at employee's expense, unless the leave is also subject to the Vermont Parental and Family Medical Leave Act or the federal Family Medical Leave Act. An employee does not accrue additional leave (sick, vacation, personal) and is not eligible for holiday pay during the unpaid leave provided herein.
- C. During such leave, employees shall have the option of using paid days such as:
 - 1. Accrued sick leave (to the extent allowed under applicable Vermont or federal family medical leave statutes)
 - 2. Accrued vacation leave
 - 3. Accrued Compensatory time
 - 4. Accrued Holidays and accrued floating holidays (police only)
 - 5. Accrued Personal days

Family leave taken pursuant to Section 504 shall run concurrent with leave available to an employee pursuant to the Vermont Parental and Family Medical Leave Act and/or the federal Family Medical Leave Act.

Section 505 - Military Leave

Employees shall be granted up to three (3) weeks per year to serve on active Reserve or National Guard duty. The employee may use any combination of vacation, compensatory time, holidays (should they fall appropriately) and leave of absence to provide for this leave. Such leave may be taken with at least one month's notice, where possible, in writing to the Chief or Town Manager, as appropriate, unless it would cause the Town to have inadequate trained staff to maintain public safety.

Section 506 - Unpaid Leave of Absence; Personal Leave

- A. Leaves of absence without pay may be granted at the sole discretion of the TOWN. Employees may continue insurance benefits during the leave. Employees shall pay the cost of such benefits. Denial of unpaid leave requests shall not be subject to the grievance procedure of this Agreement.
- B. Police employees may elect to take up to three (3) days, in increments no less than four hours, of non-discretionary personal leave per year (July 1 to June 30) on 24 hours' notice, except in cases of personal emergency, which time may be counted against accrued vacation time or accrued compensatory time. Unused non-discretionary days may not be carried over into a subsequent year.

Police employees must have either vacation time or compensatory time against which such leave shall be charged in order to exercise their rights under this section.

New employees shall have the right to exercise the use of non-discretionary personal leave in accordance with the schedule below:

Anniversary Date:	July 1 - September 30	3 days
Anniversary Date:	October 1 - December 31	2 days
Anniversary Date:	January 1 - March 31	1 day

Section 507 - Health Insurance

The Town will contribute an amount of money equal to 85% of the cost of the BCBS Gold Plan offered by the Vermont Health Exchange (VHE) toward the cost of group health insurance for participating full time employees. The Town's premium contribution shall be pro-rated for eligible part time employees based on a full time schedule of forty (40) hours a week. An employee may select single, two persons, parent/children or family coverage under any of the plans offered by BCBS on the VHE and may apply the Town's contribution toward the cost of the plan selected, not to exceed the full premium cost.

The Town shall establish a Health Reimbursement Arrangement (HRA) for each employee electing coverage under the Town's group health insurance plan. The HRA plan for each full time employee shall be funded annually in the amount of \$1,600 for a single plan, \$2,400 for a two persons or employee w/children plan, and \$2,900 for a family plan. The HRA funding amounts shall be pro-rated for eligible part time employees. HRA funds may only be used to reimburse the employee for medical deductible and medical coinsurance expenses incurred. The employee is responsible for paying any portion of the premium not covered by the Town and is also responsible for payment of any deductible, co-insurance or other out of pocket costs not covered by the HRA.

- A. Permanent part-time employees shall be eligible for group health insurance benefits as outlined in the preceding section and in accordance with the rules and regulations of the insurance carrier. The Town shall pay a portion of the Town's share of the premium in a proportion equal to which the regularly scheduled hours of part-time service bears to full-time (40 hours).
- B. The Town will make available and employees may choose to utilize FSA through the third party vendors currently under contract with the VLCT.
- C. To the extent available to the Town, and employee who retires from Town service shall be eligible to retain health insurance in any of the plans above, or any successor plan maintained by the Town, at the employee/retiree's expense.
- D. The Parties agree that, in the event the State of Vermont implements a publicly funded system of providing health care, employees of the Town will be transitioned from the group health insurance plan(s) described herein to the publicly funded health care system at the earliest possible opportunity.

- E. Unless otherwise agreed in writing, neither party shall be permitted or required to re-open any terms of this Agreement, with the following exceptions:

Either party can re-open the Agreement if, during the term of this Agreement, either the State of Vermont or the federal government implements a public funding mechanism for health insurance that mandates participation by the Board or its employees, including, but not limited to a payroll tax on employers and/or employees.

If either party exercises the option to re-open the Agreement pursuant to this section the scope of the negotiations shall be limited to health insurance benefits, including alternative health insurance coverage, the cost of alternative coverage for the Town and the employees, and the impact of any change in coverage on the Town's budget.

Section 508 - Dental Insurance

The Town shall pay 100% of the cost of dental insurance for employees and their dependents, currently provided as of July 1, 2018.

Section 509 - Income Protection

- A. The TOWN shall provide group short term disability ("STD") insurance or its equivalent for full time employees on terms substantially similar to the following:

1. Payments to commence on the 8th day of disability. STD in the amount of 66 2/3% of the first \$900.00 of pre-disability earnings reduced by Deductible Income for a period not to exceed 180 days.
2. Terms to be for five (5) years or until the disabled party turns 65, whichever shall first occur.
3. The amount of payment shall be 66 2/3% of the disabled party's gross wages with maximum payments of \$3,750.00 per month.

An employee who is eligible for coverage under the STD Plan may utilize accrued sick or other accrued paid leave to make up the difference between the disability payment and the employee's regular base wages.

- B. The TOWN shall continue to provide group long-term disability ("LTD") insurance for full time employees. The LTD Plan shall have a 180 day elimination period.

Section 510 - Life Insurance

The TOWN shall pay 100% of the cost of group term life insurance for employees, and employees shall pay for dependent coverage, if desired.

Employees:

Life - Annual salary rounded to next \$1,000.

Accidental Death and Dismemberment - Annual salary rounded to next \$1,000.
Dependent Life: (Employee Paid)
Spouse: \$3,000.
Children: Under 6 months - \$500
6 months to 19 years - \$2,000
Unmarried full time students to age 23 - \$2,000

In the event of a death of an employee in the line of duty, the employee's beneficiary, in addition to the aforementioned, will be entitled to all accrued and unused paid leave.

Section 511 - Pension

The Town of Brandon shall offer the Vermont Municipal Retirement System Group C retirement plan to the bargaining unit employees of the Brandon Police Department.

An employee employed by the Town prior to the July 1, 2024 may choose to remain in the VMERS Plan C offered by the Town. Any qualifying employee hired after July 1, 2024 must enroll in the VMERS D Plan. An employee enrolled in the VMERS C Plan who chooses and qualifies to transfer to the VMERS D Plan must notify the Town in writing by March 1 of the year the employee wishes the change to become effective.

Section 512 - Bereavement

Employees shall be granted paid time off for death or serious illness for members of the employee's immediate family, as follows:

Five (5) working days for a spouse or spouse equivalent, domestic partner and children.

Three (3) working days for mother, mother-in-law, father, father-in-law, step parents, brother, sister, grandparents, spouse's grandparents, or other relatives living in the immediate household.

Section 513 - Liability Insurance

The TOWN shall provide for police liability insurance with a carrier and in an amount to be determined by the Town Manager with the approval of the Selectboard except that the coverage provided shall be in an amount of not less than \$1,000,000.00 per occurrence per aggregate.

Section 514 - Employee Assistance

The TOWN shall develop and maintain an employee assistance program.

Section 515 - Personal Vehicles

Collective bargaining unit members using their personal vehicles for TOWN business or for responses in emergency situations as authorized by the Department Head or his designee or pursuant to the written policies and guidelines of the Town shall be provided with excess liability coverage of \$1,000,000 by the TOWN not covered by the employee's auto insurance. Employees shall be reimbursed for mileage at the rate equal to the maximum nontaxable rate set by the IRS. The town shall adjust its rate within 30 days of any changes made by the IRS. The town will not reimburse employees for mileage from their residence to the primary duty station.

Section 516 – Longevity

Employees with the necessary years of consecutive employment, from the anniversary of their date of hire or swear in date, whichever came first, with the Brandon Police Department shall be entitled to receive the following annual longevity payments in the first full pay period of the following July.

Longevity	
Year	Amount
3	\$ 300
4	\$ 400
5	\$ 750
6	\$ 900
7	\$ 1,050
8	\$ 1,200
9	\$ 1,350
10	\$ 2,000
11	\$ 2,200
12	\$ 2,400
13	\$ 2,600
14	\$ 2,800
15+	\$ 3,000

Section 517 - Health Insurance Buyout

Employees showing satisfactory evidence of equal or better health insurance coverage through a source other than the Town of Brandon may opt to receive a health insurance buyout as follows:

1. The buyout amount shall be: twenty percent (20%) of the family plan coverage. Such payments will be paid in equal installments and no less frequently than monthly with payroll disbursements as taxable income, but they are not pay increases and will continue only so long as the employee chooses to continue to opt out of the Town's health coverage.

2. The buyout amount shall increase or decrease by an amount equal to the percentage increase/decrease of the health plan most subscribed to by town employees.
3. In the event of a change in the employee's circumstances whereby the alternative health insurance is no longer available, the employee shall immediately notify the town of the change and must then select one of the town's available health insurance plans.
4. Employees may elect to have all or a portion of their health insurance buyout deposited to a section 125 flexible spending plan in accordance with plan rules.
5. Employees may choose either the health insurance buyout or one of the town's available health insurance plans during the open enrollment period each year thereafter.
6. The provisions of this section requiring payments to employees who elect not to participate in the group health insurance plan offered by the Town will sunset and be of no further effect in the event the current group health insurance plans are superseded or replaced by a publicly funded health coverage program requiring participation by the Town and its employees.

ARTICLE 6 - PERSONNEL ACTIONS

Section 601 - Vacancies

For Police Officer employees, A1 a. - d. shall apply:

- A. When the TOWN decides to fill a vacancy that is covered by this Agreement, it shall make its selection on the basis of the criteria set out in Section 1. (a - d)
 1. Vacancy Process:
 - a. A notice of vacancy shall be posted for ten days and may be concurrently advertised in various media of the Town's choice.
 - b. Notice shall include the job description, qualifications and the weight of specific sections to be covered by the written exam, i.e. motor vehicle law, criminal law, drugs, municipal ordinances, etc.
 - c. Minimum grade to be required on the written exam is 70%. Any applicant receiving less than the minimum shall be ineligible for the vacancy.
 - d. Weight of scoring:
 - i. Written Exam.....50%
 - ii. Oral Exam32%
 - iii. Chief's/Director's Discretion 5%

- iv. *Seniority 3%
- v. Performance Evaluations 10%
*Seniority to be based on a point system with the most senior having 3% and the most junior 0% and a percentage proration for those in between.

2. Each bargaining unit member who applies for such a vacancy shall be given special consideration for department experience as part of the Town's overall hiring process, to the extent that if a current employee and the best qualified outside applicant are equally qualified, the current employee will be selected.

B. For non-police officer employees, A1 a. shall apply above. Where applicants are substantially equally qualified, the most senior applicant shall be selected.

Section 602 – Probation Periods For Newly Hired Employees

Police officers shall serve a probationary period of twelve (12) months of continuous duty with the Town including time spent attending the Vermont Police Academy for the purpose of certification. Police officers must complete State required training.

All other employees shall serve a probationary period of six (6) months.

An employee may be dismissed at any time during his/her probationary period, with or without cause. An employee who is dismissed during his/her probationary period is not subject to the provisions of Section 603 herein, and does not have access to the contractual grievance procedure.

Section 603 - Discipline and Discharge

A. An employee who has successfully completed his/her probationary period shall not be disciplined, suspended or discharged except for just cause.

B. Except as otherwise set forth herein, a procedure of progressive discipline shall be applied to unit employees as follows:

- 1. Oral reprimand
- 2. Written reprimand
- 3. Suspension
- 4. Discharge

These steps may be repeated if deemed appropriate by the TOWN.

C. The progressive discipline procedure of this section notwithstanding, the UNION and the TOWN expressly recognize that the progressive discipline procedure set forth above may be bypassed for just cause.

- D. A unit employee shall be allowed to have a UNION representative present when disciplinary action is taken. It is understood that this shall not include discussions between the TOWN management and employees which are of a supervisory or counseling nature.
- E. Written reprimands and records of oral reprimands shall be removed from an employee's personnel file after two (2) years, provided that there has been no repetition of the acts or omissions at issue during that time period.

Section 604 - Grievance Procedures

- A. A "grievance" is a claim by an employee or the UNION that there has been a violation of an express written term of this Agreement.

- B. Grievances shall be processed as follows:

- Step 1: An employee, group of employees, or the UNION must present a grievance in writing to the immediate supervisor outside the bargaining unit within thirty (30) calendar days after the alleged violation or knowledge thereof. The immediate supervisor must respond in writing within ten (10) calendar days.
- Step 2: If no satisfactory agreement is reached, the grievant or the UNION may appeal the written grievance in writing within ten (10) calendar days of when the response was due, to the Town Manager who shall meet with the Grievance Committee within ten (10) calendar days after receipt of the written grievance and who shall respond in writing within ten (10) calendar days after the meeting.
- Step 3: If the grievance remains unsettled after Step 2 decision, the grievant or the UNION may appeal to the Brandon Selectboard by presenting a written notice of appeal within ten (10) calendar days of when the Step 2 response was due. The Brandon Selectboard shall meet with the Grievance Committee within twenty (20) calendar days from receipt of the written notice of appeal. The Board of Selectmen shall then respond in writing within ten (10) calendar days after said meeting.
- Step 4: If the grievance remains unsettled after the Step 3 decisions, the UNION and not any individual employee may request arbitration. Arbitration must be requested within thirty (30) calendar days of receipt of the Selectboard's decision. Submission to arbitration shall be accomplished by notice of the Union's intent to arbitrate to the Town Manager.

Nothing in this section shall be interpreted to prevent the parties from mutually agreeing to mediate grievances that have been filed to arbitration.

- C. The arbitrator's authority shall be limited to interpreting and applying the express written provisions of this Agreement and he/she shall have no power to add to, subtract from, alter, disregard or modify any such provisions. The expense of the arbitrator shall be shared equally by the UNION and the TOWN. The arbitrator's decision shall be final and binding.
- D. No grievance shall be considered valid unless it is submitted pursuant to the timelines set forth herein. Failure by the grievant or the UNION to adhere to these procedures within the specified time period shall render the grievance null and void. Failure by the TOWN or its representatives to render a decision within a specified time shall be construed as a denial of the grievance and the grievant may proceed to the next step of the procedure. Time periods specified in this Agreement may be extended by mutual agreement, in writing, between the grievant or UNION and the Town Manager.
- E. The parties have agreed that during the life of this agreement shall contact AAA to hear a grievance arbitration:

If a dispute exists between the parties in selection of an arbitrator from the list above, the parties shall alternately strike from the list until only one remains with the employer striking first.

Section 605 - Seniority

Seniority shall mean the length of service with the Town since the last date of hire. A seniority list shall be posted on July 1st of each year and updated with each change in the work force. A copy of the list shall be furnished to the Chapter Chairperson. Seniority shall not be deemed broken for employees who are involuntarily activated for military duty. Seniority shall not be broken for employees who are laid off under the provisions of Section 606 provided that the employee is recalled to employment within the applicable time period established in Section 607; it is understood and agreed that seniority for an employee who is laid off is broken at the expiration of the one (1) or two (2) year recall period applicable to the employee.

Section 606 - Layoff

- A. In the event that the TOWN determines it is appropriate to eliminate bargaining unit positions, the employees who are laid off as a result of such elimination shall be selected by inverse order of seniority within the following classifications:

Sergeants
Corporals
Patrol Officers
Police Secretary

- B. An employee who has been laid off from one classification and has qualifications and seniority greater than an employee in a lower position may "bump" into the lower position. Any employee who wishes to exercise 'bumping' rights must notify the Town Manager or designee of their decision within five (5) days of receipt of the notice of layoff. All compensation for the "bumping employee" shall be as provided for at the lower grade position.
- C. Bumping as described above shall occur where employees are currently fully qualified to perform the essential functions of the position. The same shall apply to office staff.
- D. When an employee is recalled to work pursuant to the provisions of Section 607 all accrued and unused leave balances shall be restored to the employee, provided that the employee was not compensated for the leave at the time of lay off.

Section 607 - Recall

In the event that an employee has been laid off, he/she shall have the right to be recalled within the classification from which he/she was laid off, based on seniority, if the recall occurs within one year of the layoff for employees with less than ten years of service at the time of layoff and two years for employees with ten or more years of service at the time of layoff. All recall rights expire after the one or two year period as per above. Employees shall be notified of recall by certified mail and the employee shall notify the Town of his/her intention to accept or reject the recall within five (5) calendar days of his/her receipt of the recall notice. The employee must be available to return to work within twenty (20) calendar days of receipt of the recall notice from the Town.

Section 608 - Personnel Files

- A. No document other than routine documents shall be placed in the file maintained by the employer for said employee unless the employee has received a copy of such document.
- B. Employees shall have the right to inspect material in the personnel file maintained by the employer for said employee. The Town reserves the right to have its representative present during any such inspection to protect the integrity of its files and documents.
- C. A UNION representative shall have the right to inspect personnel files maintained by the employer for bargaining unit employees in investigating and processing grievances. The Town reserves the right to have its representative present during any such inspection to protect the integrity of its files and documents.

Section 609 - Discipline Investigations

- 1. The forms titled "Notice of Right to Representation" and "Notice of Non-Disciplinary Meeting" and attached as Appendix A and B shall be given to employees when a potential application of the Weingarten case might exist.

2. It is the intent of the parties to this agreement to assure union employees being interviewed by the employer that his/her statements made in the meeting either may or will not be used as a basis of disciplinary action against him or her.

Dated 8 JULY 2024

FOR THE TOWN

D.A. Bailey

[Signature]

Heather Wilson

[Signature]

FOR THE UNION

Christopher R. Hoar

APPENDIX A

NOTICE OF RIGHT TO REPRESENTATION

Town Manager and Employee are scheduled to meet on, 20__, to discuss _____
_____ (“subject”).

The information you provide in this meeting relating to this subject may result in disciplinary action. Under Weingarten and the Collective Bargaining Agreement, you have the right to have a union representative present during this meeting.

Date: _____

Town Manager

Time: _____

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

I understand that I have a right to have a union representative present during this meeting and that information provided by me may be used as a basis for disciplinary action.

___ I want a union representative present.

___ I waive my right to have a union representative present during this meeting.

Date: _____

Employee

Time: _____

APPENDIX B

NOTICE OF NON-DISCIPLINARY MEETING

Town Manager and Employee are scheduled to meet on _____, 20____, to discuss _____ ("Subject"). The information you provide in this meeting relating to this subject will not be used as a basis for disciplinary action against you.

Date: _____

Town Manager

Time: _____

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

I acknowledge receipt of above notice.

Date: _____

Employee

Time: _____

APPENDIX C

ACKNOWLEDGEMENT OF ARBITRATION

We understand that this Agreement between the Town of Brandon and NEPBA, contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

Dated 15 July 2024

FOR THE TOWN


Seth M Hopkins, Town Manager

FOR THE UNION


Christopher R. Hoar

APPENDIX D

TITLES AND GRADE ASSIGNMENTS

Title	Grade
Secretary/Records Clerk (Police)	Admin
Sergeant	Sgt.
Detective Sergeant	Sgt.
Patrol Officer	Ptl.
Corporal/Senior Patrol Officer	Cpl.
Investigator (Detective Patrolman)	Ptl.
Patrol Officer First Class	Pofc.

APPENDIX E

NAME	GRADE	CURRENT STEP
-------------	--------------	---------------------

Step as of July 1, 2024

Linda Graziano	Admin PS - 7
Michael VonSchleusingen	Cpl PS - 5
Aidan Alnwick	Pat PS - 4
Nicholas Stendardo	Pat PS - 4
Joseph Mannino	Pat PS - 4
Kevin Rimmer	Pat PS - 2
Ethan Kelleher	Pat PS - 2

APPENDIX F

TITLE	Wages for July 1, 2024 (COLA +1)			
	Sergeant	Corporal	Patrol	Dispatch
Academy			\$24.34	
Training			\$25.00	\$22.28
PS - 1	\$29.67	\$28.25	\$26.91	\$23.49
PS - 2	\$30.26	\$28.82	\$27.45	\$23.96
PS - 3	\$30.87	\$29.40	\$28.00	\$24.44
PS - 4	\$31.48	\$29.98	\$28.56	\$24.93
PS - 5	\$32.11	\$30.58	\$29.13	\$25.43
PS - 6	\$32.75	\$31.19	\$29.71	\$25.94
PS - 7	\$33.41	\$31.82	\$30.30	\$26.46
PS - 8	\$34.08	\$32.46	\$30.91	\$26.98
PS - 9	\$34.76	\$33.10	\$31.53	\$27.52
PS - 10	\$35.45	\$33.77	\$32.16	\$28.07
PS - 11	\$36.16	\$34.44	\$32.80	\$28.64
PS - 12	\$36.89	\$35.13	\$33.46	\$29.21
PS - 13	\$37.62	\$35.83	\$34.13	\$29.79
PS - 14	\$38.38	\$36.55	\$34.81	\$30.39
PS - 15	\$39.14	\$37.28	\$35.51	\$31.00
PS - 16	\$39.93	\$38.03	\$36.22	\$31.62
PS - 17	\$40.73	\$38.79	\$36.94	\$32.25
PS - 18	\$41.54	\$39.56	\$37.68	\$32.89
PS - 19	\$42.37	\$40.35	\$38.43	\$33.55
PS - 20	\$43.22	\$41.16	\$39.20	\$34.22

APPENDIX G

EVALUATION FORM

Brandon Performance Appraisal System			
This form shall be used to evaluate staff performance. Please complete one form for every employee in your department.			
Employee Name:		Evaluating Officer:	
Appraisal Date:		Department Head:	
Please rate the employees performance in the areas below on a scale of 1 – 5, where 1 = best, 3 = average, and 5 = worst			
Core Performance Area		Ranking	Notes
1. Professional / technical knowledge Please evaluate the employee's understanding of the concepts, and procedures associated with his / her position as depicted by the job description			
2. Quality of work Please evaluate the accuracy and thoroughness of the employee's work. Consider your level of confidence that assigned tasks will meet your expectations.			
3. Quantity of work. Please evaluate the efficiency of the employee. Consider the employee's efficiency in light of the employee's experience.			
4. Dependability Please evaluate whether the employee is reliable and timely.			
5. Planning and organization Please evaluate the employee's ability to manage time and complete projects within the timeframe set by their supervisor.			

6. Initiative and problem solving Please evaluate the employee's display of initiative and independent problem solving.		
7. Collaboration Please evaluate the employee's ability to work effectively with others.		
8. Attitude Please evaluate the employee's enthusiasm and commitment to the town of Brandon and continued interest in improving job skills.		
9. Communication Please evaluate the employee's ability to effectively receive and convey information both verbally and in writing.		
10. Interpersonal skills. Please evaluate the employee's ability to develop and maintain effective relationships with other town employees and the public.		

Please list the following:

Major successes / strengths displayed over the past year:

--

Areas where improvement is recommended:

--

Strategies for making recommended improvements:

--

In light of the core performance areas, major successes, and areas for improvement, please evaluate the employee's overall performance below.

- ☐ Exceptional. This employee far surpasses your expectations in nearly all areas and displays a strong commitment to the Town of Brandon. In addition to far exceeding your expectations in the core performance areas, the employee had significant achievements over the past year that are unlikely to be replicated in subsequent years. Such achievements may be the result of taking on additional responsibilities due to staff shortages, significantly improving the way in which the Town delivers services, or other noteworthy contributions to the smooth functioning of the Town.
- ☐ Above expectations. This employee exceeds most of your expectations in the core performance areas and regularly exhibits exemplary behavior. This employee has exceptional technical skills, an inspiring work ethic, and works well with others throughout the organization. Supervisors recommending this performance level must be able to document at least three distinctive achievements where the employee has gone above and beyond the basic requirements of the job. Areas where improvement is recommended must be minor and must not outweigh significant accomplishments and high performance in other areas.
- ☐ Meets expectations. This employee receives at least average assessments in a majority of the performance areas. Areas where performance is below average are counterbalanced by an equal or greater number of areas where performance is above average. This employee is a solid member of the team, who performs most tasks reasonably well.
- ☐ Below expectations. This employee receives below average assessments in a majority of the performance areas. Areas where improvement is needed are significant and outweigh any distinctive successes or achievements.
- ☐ Unacceptable. This employee's performance is so clearly below expectations that the employee's job is in jeopardy, even with adequate supervision and guidance. A significant number of performance areas were below average. This rating can only be given with the approval of the Town administrator.

Additional Department Head Comments (if any):

--

Additional Employee Comments (if any):

--

Evaluating Officer Signature: _____
Date: _____

Department Head Signature: _____
Date: _____

Employee Signature: _____
Date: _____

APPENDIX H
EQUIPMENT LIST

APPENDIX I

The Union recognizes that the Town has the authority and responsibility to ensure that the job descriptions accurately describe the duties and essential requirements of each position. The Union agrees that the Town may amend the Job Descriptions attached as appendices to this contract for the purpose of deleting or revising outdated information, or to incorporate new or changed duties and requirements of the position. The Town will provide the Union with at least thirty (30) calendar days' notice of any proposed change to a job description, and the Union shall have thirty (30) days from the date of receipt the revised job description to consider the changes and respond to the Town. If the Union agrees to the change, or if the Union does not object during the thirty (30) day period, the Town may implement the revised job description. If the Union objects to the proposed change, or proposes additional or alternative amendments to the proposed revised job description, the Town and the Union Negotiating Committee shall meet to find a mutually acceptable resolution.

JOB DESCRIPTIONS

1. Secretary/Records Clerk

DEFINITION/AREAS OF RESPONSIBILITY:

This is responsible clerical work maintaining record systems and files. Work is performed under the general direction of the chief of police.

Work involves general clerical duties which may include typewriting, billing, filing, receiving and receipting monies, basic computer operations for work processing, data base and spreadsheet operations, answering the telephone, and dealing with the general public on a day-to-day basis.

EXAMPLES OF WORK PERFORMED:

Screens visitors and arranges appointment schedules and performs clerical duties which are diversified and require general knowledge of varied departmental or city-wide functions;

Sets up and types from copy, rough drafts, or general instructions, such things as letters, tables, reports, forms, memoranda, payrolls, vouchers, and detailed instructions, or other material requiring action of judgment on problems encountered;

Answers telephone, takes messages and sees that they are properly routed or that an inquiry is properly handled;

Composes routine correspondence in accordance with established policies and procedures.

Maintains routine accounting, financial, and cost records in accordance with established policies and procedures;

Prepares requisitions and specifications,

Operates several types of modern office equipment,

Performs other related duties as required.

NECESSARY KNOWLEDGE AND ABILITIES:

Knowledge of modern office practices, procedures, and of spelling, business English, and arithmetic;

Secretary/Records Clerk (continued)

Knowledge of appropriate rules, regulations, procedures, and functions within the assigned department or function of the Town.

Ability to make decisions according to established procedures and to remove routine burden from the Chief of Police, or agency head;

Ability to understand and follow complex oral and written instructions,

Ability to work independently on a variety of difficult and responsible clerical tasks,

Ability to compose correspondence on routine matters,

Ability to establish and maintain an effective working relationship with the public and other employees.

QUALIFICATIONS DESIRED:

Any combination of training and experience equivalent to:

Graduation from a standard high school or technical school including or supplemented by courses in business practices and typing, with progressively responsible experience in office work including moderately difficult and responsible clerical work.

2. Police Officer (full and part-time):

1. Summary

A police officer is responsible for the efficient performance of required duties conforming to the rules, regulations, and general orders contained herein. Duties shall consist of, but are not limited to, general police responsibilities necessary to the safety and good order of the community. A police officer:

- a. Identifies criminal offenders and activities and, when appropriate, apprehends these offenders and participates in subsequent court proceedings.
- b. Reduces the opportunities for the commission of crimes through preventive patrols and other measures.
- c. Aids people who are in danger of physical harm when qualified.
- d. Facilitates the movement of vehicular and pedestrian traffic.
- e. Creates and maintains a feeling of security in the community.
- f. Promotes and preserves the peace.
- g. Provides other emergency services.

The police officer's position is generally a non-supervisory one. Police officers duties are performed on an assigned shift under the general guidance of the police chief or sergeant.

2. GENERAL DUTIES AND RESPONSIBILITIES:

- a. Exercises authority consistent with the obligations imposed by the oath of office and be accountable to superior officers. Promptly obeys legitimate orders. Where orders conflict, consult with the supervisor.
- b. Coordinates efforts with those of other members of the department so that teamwork may ensure continuity of purpose and achievement of police objectives.
- c. Communicates to superiors and to fellow officers all information obtained which is pertinent to the achievement of police objectives.
- d. Responds punctually to all assignments.
- e. Acquires and records information concerning events that have taken place since the last tour of duty.

Police Officer (continued)

- f. Records activities during his/her tour of duty in the manner prescribed by proper authority.
- g. Maintains weapons and equipment in a functional, presentable condition.
- h. Assists citizens requesting assistance or information. Courteously explains any instance where jurisdiction does not lie with the police department and suggest other procedures to be followed.
- i. Is accountable for the securing, receipt, and proper transporting of all evidence and property coming into his/her custody.
- j. Answers all questions (considering confidentiality) asked by the general public, counsels juveniles and adults when appropriate and refers them to persons or agencies where they can obtain further assistance.
- k. Preserves the peace.
- l. Serves or delivers warrants, summons, subpoenas, and other official papers promptly and accurately when so directed by a superior officer.
- m. Confers with prosecutors and testifies in court.
- n. Performs other general duties as they are assigned or become necessary.
- o. Performs such other duties as may be assigned by the chief.
- p. Cooperates with the efforts of other law enforcement agencies.

3. KNOWLEDGE, SKILLS, AND ABILITIES:

Must be in good physical condition, and able to pass the State administered entrance exam. Able to pass a complete physical, medical and background examination. Have no handicaps or disabilities that might prevent him/her from performing the full duties of a police officer. Able to speak, read and write in fluent English.

4. EDUCATION AND EXPERIENCE:

A high school degree, drivers license and able to obtain a Vermont license within 6 months of employment. Full Vermont certification or be able to complete the State of Vermont training program for full time police officers.

Police Officer (continued)

5. SPECIFIC DUTIES AND RESPONSIBILITIES:

Preventive Patrol

- a. Patrols assigned areas for general purposes of crime prevention and law enforcement. Patrol includes:

- (1) Being familiar with the assigned routes of patrols. Such familiarity includes knowledge of residents, merchants, businesses, roads, alleyways, paths, etc. Conditions that contribute to crime should be reported. The location of fire boxes, telephones and other emergency services should be noted.
- (2) Apprehending persons violating the law or wanted by the police.
- (3) Completing detailed reports on all crimes, vehicle accidents and other incidents requiring police attention. In cases where an arrest is made, an arrest report is submitted along with the required crime reports. When property is recovered or additional information is discovered pertaining to a previously reported offense, the officer completes an investigation report.
- (4) Preserving any serious crime scene until the sergeant or investigator arrives.
- (5) Public assembly checks.
- (6) Building security checks.
- (7) Observing and interrogating of suspicious persons.
- (8) Issuing traffic tickets.
- (9) Being alert for and reporting fires.
- (10) Reporting street light and traffic signals out-of-order, street hazards and any conditions that endanger public safety.
- (11) Checking of schools, parks and playgrounds.
- (12) Responding to any public emergencies.

- b. Conduct a thorough investigation of all offenses and incidents within the area of assignment and scope of activity. Collect evidence and record data which will aid
- Police Officer (continued)

in identification, apprehension, and prosecution of offenders, as well as the recovery of property.

- c. Is alert to the development of conditions tending to cause crime or indicative of criminal activity. Takes preventive actions to correct such conditions, and inform superiors as soon as the situation permits.
- d. Responds to situations brought to the officer's attention while in the course of routine patrol or when assigned by radio. Render first aid, when qualified, to persons who are seriously ill or injured. Assist persons needing police services.
- e. Remains on assigned route throughout the tour of duty except when a police emergency necessitates a temporary absence, or when the sergeant or senior police officer on duty or the dispatcher has issued authorization for a temporary absence.
- f. Patrols area giving particular attention to and frequently rechecking locations where the crime hazard is great. Insofar as possible, a patrol officer shall not patrol an area according to any fixed route or schedule, but shall alternate frequently and backtrack in order to be at the location when least expected.
- g. Is alert for nuisances, impediments, obstructions, defects or other conditions that might endanger or hinder the safety, health or convenience of the public within the patrol area.
- h. Concerning a patrol vehicle:
 - (1) See that it is well maintained mechanically and that it is kept clean both inside and out.
 - (2) Inspect the vehicle at the beginning of the tour of duty for any defects or missing equipment. Immediately report all defects and damages sustained to the vehicle to the proper authority and complete all reports and forms required by current procedures.
 - (3) Remove the keys whenever the patrol car is left unattended for any reason.
 - (4) Use only vehicles assigned by the sergeant or senior police officer on duty.
 - (5) Operate the radio in line with FCC regulations and current departmental procedures.
 - (6) Ensure that the assigned vehicle's gas tank is full before completion of each tour of duty.

Police Officer (continued)

- i. Keep radio equipment in operation at all times and be thoroughly familiar with departmental policy concerning use of the radio.

- j. Take measures to direct the flow of traffic during periods of congestion.
- k. Notify the sergeant or senior officer on duty if more than a temporary absence from regular duties is required.

6. SPECIFIC DUTIES AND RESPONSIBILITIES:

Traffic Control:

- a. Direct and expedite the flow of traffic at assigned intersections keeping in mind the duty as a traffic officer in preventing accidents, protecting pedestrians and ensuring the free flow of traffic.
- b. Enforce the parking ordinances and motor vehicle laws in the patrol areas.
- c. Be alert for traffic safety conditions which may endanger or inconvenience the public and report such conditions to the supervisor.
- d. Respond immediately when called from a traffic post to render emergency police service. Notify the supervisor at the earliest possible opportunity.
- e. Wear the prescribed traffic safety clothing and equipment.

7. OTHER SPECIAL DUTIES:

- a. K-9 Officer
Is responsible for the care and training of the Department's canine. This shall include but not be limited to:
 - 1. routine patrol
 - 2. crowd patrol
 - 3. footbeats
 - 4. searches
 - 5. public relations
- b. Drug Dog Officer

Is responsible for the training and care of the Department's Drug Dog. This shall include but not be limited to:

Police Officer (continued)

K-9 Officer (continued)

1. routine patrol
2. drug searches
3. school checks
4. public relations

c. Field Training Officer

Is responsible for the training of all officers at the direction of the Chief of Police. This shall include but not be limited to:

1. maintain training records
2. scheduling training
3. providing training
4. submitting reports

d. Scheduling Officer

Is responsible for the scheduling of all officers. This shall include but be limited to:

1. maintaining a monthly schedule
2. issuance of schedules
3. updating schedules
4. detail scheduling

e. Evidence Officer

Is responsible for the handling and recording of all evidence entered and/or removed from the evidence vault. This shall include but not be limited to:

1. recording in/out but of all evidence
2. maintaining records
3. maintaining vault
4. destruction of old drugs
5. destruction of old evidence

f. Property Officer

Is responsible for the handling and recording of all found and/or recovered property into and out of the property room. This shall include but not be limited to:

Police Officer (continued)

Property Officer (continued)

1. recording all in/out from room
2. maintaining records
3. maintaining room
4. destruction of old property

g. Maintenance Officer

Is responsible for the scheduling and record keeping of all departmental vehicles and specialized equipment. This shall include but not be limited to:

1. record keeping all vehicles
2. scheduling service all vehicles

h. Juvenile Officer

Is responsible for the maintenance and record keeping of all juvenile records and files. This shall include but not be limited to:

1. maintaining juvenile records
2. filing juvenile records
3. controlling juvenile records
4. Officer Friendly Program
5. public relations
6. being knowledgeable in all areas of juvenile law and procedures.

i. Crime Prevention Officer

Is responsible for the operation and handling of this department's Crime Prevention program. This shall include but not be limited to:

1. Neighborhood Watch program
2. starting groups
3. providing lectures
4. maintaining records
5. public relations

j. D.A.R.E. Officer

Is responsible for the operation and handling of this department's D.A.R.E. program. This shall include but be limited to:

Police Officer (continued)

D.A.R.E. Officer (continued)

1. school programs
2. lectures
3. grant writing
4. record keeping
5. D.A.R.E. vehicle
6. storing equipment/supplies Police Officer (continued)

k. Police Cadet Officer(s)

Is responsible for the training, record keeping and operation of this department's Police Cadet Training program. This shall include but not be limited to:

1. monthly meetings
2. record keeping
3. training
4. discipline
5. inspections
6. recruiting

3. Investigator (Detective Patrolman)

1. Summary

Assignments received usually consist of specific cases to be followed to conclusion and normally close with the preparation of a case for prosecution. This aspect of the work distinguishes the investigator from other police personnel who make preliminary investigations of cases at the scene of the crime. The investigator's position is non-supervisory and consists of general duties performed in conjunction with patrol duties. The investigator must use independent judgment and discretion, as direct supervision may not be available.

2. GENERAL DUTIES AND RESPONSIBILITIES:

- a. Investigates all assigned cases to the best of his/her ability.
- b. Demonstrates skills in interviewing and interrogating, properly observing legal safeguards.
- c. Testifies in various state and federal courts, presenting a professional, competent image of the department.
- d. Develops and maintains case files and other files or paperwork appropriate to investigative matters.
- e. Keeps the chief of police informed about all investigative responsibilities.
- f. Maintains liaison with investigators of the State Police and other agencies on matters of mutual concern.
- g. Performs all duties required of police officers.
- h. Performs other duties as assigned by the Chief of Police.

3. KNOWLEDGE, SKILLS, AND ABILITIES:

Some knowledge of police investigative techniques and techniques of identification; general knowledge of rules of evidence and laws of search and seizure; general knowledge of geography of the municipality and important buildings; ability to analyze evidence; ability to question and interview skillfully; ability to organize and prepare clear and concise reports; skill in the use of firearms; possession of physical agility and endurance.

4. EDUCATION AND EXPERIENCE:

A high school degree, current Vermont driver's license, current First Aid and weapons certification, full-time certification through the Vermont Criminal Justice Training Council and a minimum of two years of police experience.

4. Sergeant

1. Summary

The sergeant occupies the first level of supervision in the department. He/She has the primary responsibility in exacting the proper performance of police duty from patrol officers.

The sergeant is charged with ensuring compliance with the department's regulations. He/She handles all infractions and reports all violations to the chief of police.

He/She should thoroughly acquaint him/herself with the duties of patrol officers and will assist and instruct the officers under his/her supervision in the proper discharge of their duties.

He/She will promote the proficiency, discipline, conduct, appearance, and attention to duty of all officers.

2. GENERAL DUTIES AND RESPONSIBILITIES:

- a. Assists the police chief in formulating policies and regulations for the department.
- b. Serves as acting chief in the absence of the chief.
- c. Instructs and trains new police officers and assists them concerning difficult police problems and cases.
- d. Performs all work required of a police officer.
- e. Prepares reports on a variety of police department activities.
- f. Supervises patrol officers assigned to him/her.
- g. Is fully familiar with the current departmental rules, policies, procedures, and developments in the law that affect him/her and members under his/her supervision.
- h. Continuously reviews the performance of officers under his/her supervision to determine whether they are properly, effectively, and consistently carrying out their police duties.
- i. Takes, measures through encouragement, explanation, and referral to his/her superior officer or other means consistent with departmental policy to see that unsatisfactory officer conduct is brought up to standard.
- j. Submits a written report to the chief regarding any member of the who commits a serious breach of the regulations of the department, or where informal corrective measures prove inadequate. Includes in such report the complete details of the

Sergeant (continued)

misconduct and of corrective measures attempted. Examples of types of misconduct which would ordinarily be considered "serious" include, but are not limited to the following:

- (1) Repeated failure to respond to orders, instructions or other admonitions to correctly execute his/her duties.
 - (2) The commission of any criminal offense.
 - (3) Verbal or physical abuse of a member of the public.
 - (4) Excessive use of force with a prisoner or other person.
 - (5) Absence without leave.
 - (6) Excessive tardiness.
 - (7) A conflict of interest.
 - (8) Failure to report a condition that may be dangerous to the health or safety of the public.
- k. Implements all orders received from the chief. To this end he/she must thoroughly explain to departmental personnel under his/her command the content of new orders that affect their responsibilities.
- l. Follows procedures for the actions or omissions of officers under his/her supervision which are contrary to departmental regulations or policy.,
- m. Responds to emergencies, incidents, or dispatches as required. Takes command of the situation until relieved by an officer of superior rank.
- n. Ensures that all patrol officers receive warrants, summons, subpoenas or other official papers, and serve or deliver or perform their duties regarding such papers promptly and accurately.
- o. Performs such other duties as may be assigned by the chief.

3. KNOWLEDGE, SKILLS, AND ABILITIES:

Thorough knowledge of the rules and regulations of the department; thorough knowledge of approved principles, practices and procedures of police work; thorough knowledge of pertinent state laws, municipal ordinances and court decisions; thorough knowledge of the municipality and location of important buildings; ability to command respect of the officers and to assign,

Sergeant (continued)

direct, and supervise their work; ability to deal with the public courteously and firmly and to establish and maintain satisfactory public relations; ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action; skill in the use of firearms, good physical condition.

4. EDUCATION AND EXPERIENCE:

A high school degree, current Vermont driver's license, current First Aid and weapons certification, full-time certification through the Vermont Criminal Justice Training Council and a minimum of three years of police experience supported by supervisory training.

5. Corporal: (Senior Patrol Officer)

1. Summary:

The Corporal occupies the third level of supervision in the department under the Sergeant and the Chief of Police, and is considered the Senior Patrol Officer. Together with the Sergeant, he/she has the responsibility in exacting the proper performance of police duty from patrol officers.

The Corporal is charged with ensuring compliance with the department's regulations. He/she handles infractions and reports all violations to the Sergeant. Serious infractions or in the absence of the Sergeant, the Chief of Police shall be notified.

He/she should thoroughly acquaint him/herself with the duties of patrol officers and will assist and instruct the officers under his/her supervision in the proper discharge of their duties. He/she will promote the proficiency, discipline, conduct, appearance, and attention to duty of all officers.

GENERAL DUTIES AND RESPONSIBILITIES:

- a. Upon authorization of the Chief of Police, may serve as acting Sergeant in the absence of the Sergeant.
- b. Upon authorization of the Chief of Police, may serve as acting Chief of Police in the absence of both the Chief of Police and Sergeant.
- c. Instructs and trains new police officers and assists them concerning difficult police problems and cases.
- d. Performs all work required of a police officer.
- e. Prepares reports on a variety of police department activities.
- f. Supervises patrol officers assigned to him/her.
- g. Is fully familiar with the current departmental rules, policies, procedures, and developments in the law that affect him/her and members under his/her supervision.
- h. Continuously reviews the performance of officers under his/her supervision to determine whether they are properly, effectively, and consistently carrying out their police duties.
- i. Takes measures through encouragement, explanation, and referral to his/her superior officer or other means consistent with departmental policy to see that unsatisfactory officer conduct is brought up to standard.

Corporal (continued)

- j. Submits a written report to the Chief regarding any member of the department who commits a serious breach of the regulations of the department when informal corrective measures have proven inadequate. Includes in such report the complete details of the misconduct and of corrective measures attempted. Examples of types of misconduct which would ordinarily be considered "serious" include, but are not limited to, the following:
 - 1. Repeated failure to respond to orders, instructions or other admonitions to correctly execute his/her duties.
 - 2. The commission of any criminal offense.
 - 3. Verbal or physical abuse of a member of the public.
 - 4. Excessive use of force with a prisoner or other person.
 - 5. Absence without leave.
 - 6. Excessive tardiness.
 - 7. A conflict of interest.
 - 8. Failure to report a condition that may be dangerous to the health or safety of the public.
- k. Implements all orders received from the Chief and/or Sergeant. To this end, he/she must thoroughly explain to departmental personnel under his/her command the content of new orders that affect their responsibilities.
- l. Follows procedures for the actions or omissions of officers under his/her supervision which are contrary to departmental regulations or policy.
- m. Responds to emergencies, incidents, or dispatches as required. Takes command of the situation until relieved by an officer of superior rank.
- n. Ensures that all patrol officers receive warrants, summonses, subpoenas or other official papers, and serve or deliver or perform their duties regarding such papers promptly and accurately.
- o. Performs such other duties as may be assigned by the Chief and/or the Sergeant.

Corporal (continued)

2. KNOWLEDGE, SKILLS, AND ABILITIES:

Thorough knowledge of the rules and regulations of the department; thorough knowledge of approved principles, practices and procedures of police work; thorough knowledge of pertinent state laws, municipal ordinances and court decisions; thorough knowledge of the geography of the municipality and location of important buildings; ability to command respect of the officers and to assign, direct, and supervise their work; ability to deal with the public courteously and firmly and to establish and maintain satisfactory public relations; ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action; skill in the use of firearms, good physical condition.

3. EDUCATION AND EXPERIENCE:

A high school degree, current Vermont driver's license, current First Aid and weapons certification, full-time certification through the Vermont Criminal Justice Training Council and a minimum of three years of police experience supported by supervisory training.

6. Detective Sergeant

I. Summary

Assignments received usually consist of specific cases to be followed to conclusion, preparation of a case for prosecution, and normally close with the formal disposition of the case after prosecution or once it is adequately determined the case cannot be brought to prosecution. The Chief or his/her designee typically assigns cases to the Detective Sergeant. This aspect of the work distinguishes the Detective Sergeant from their police personnel who make preliminary investigations of cases at the scene of the crime. The Detective Sergeant's position is non-supervisory and consists of general duties performed in conjunction with patrol duties. From time to time the Detective Sergeant may be called upon to provide assistance to the patrol unit members. The investigator must use independent judgment and sound discretion, as direct supervision may not be readily available.

II. GENERAL DUTIES AND RESPONSIBILITIES:

- A. Thoroughly investigates all assigned cases to the best of his/her ability.
- B. Demonstrates excellent skills in interviewing and interrogation, properly observing legal safeguards.
- C. Testifies in various state and federal court venues, representing the agency in a professional, competent manner.
- D. Develops and maintains comprehensive case files and other files or paperwork appropriate to investigative matters.
- E. Keeps the Chief of Police, or his/her designee informed about all investigative responsibilities on a weekly basis.

- F. At the direction of the Chief, or his/her designee, brief all members of the agency on matters relating on on-going investigations.
- G. Cultivates and maintains professional relationships with investigators of local, state, and federal agencies on investigative matters of mutual concern.
- H. Performs all duties required of Brandon Police Officers.
- I. Responsible for bringing court work to appropriate jurisdiction as needed (state & federal) as well as returning paperwork/cases/correspondence to agency sent from court.
- I. Performs all other duties assigned by the Chief of Police.

III. KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of; police investigative techniques, identification techniques, rules of evidence collection and processing, and laws of search and seizure. Knowledge of the geography of Brandon – to include important building structures and other locations, ability to collect, process, and analyze evidence of crime, ability to successfully interview victims, witnesses and suspects skillfully, ability to construct clear, concise and thorough reports, ability to properly use department firearm, physical fitness ability to apprehend criminal suspects – to include those who forcibly resist.

Detective Sergeant (continued)

IV. EDUCATION AND EXPERIENCE:

MINIMUM REQUIREMENTS:

A High School diploma, a valid VT driver's license, a full-time police officer certification by the VT Criminal Justice Training Council, up-to-date certifications in firearm qualifications and first aid/CPR. At least 10 years full-time police officer experience with at least five of those years with the Brandon Police Department.

An Associates degree or Bachelors degree in Criminal Justice, advanced training in criminal investigations, advanced training in evidence collection and processing, advanced training in interview and interrogation, advanced training in death investigation, advanced training in drug crimes investigation, and advanced training in computer crimes investigation is also preferred but not required.

Patrol Officer First Class

1. Summary:

The Patrol Officer First Class occupies the first level of supervision in the department under the Corporal and is considered the Senior Patrol Officer on a shift. He/she has the responsibility of being the shift supervisor in the absence of either a Corporal, Sergeant, Lieutenant, or Chief of Police.

The Patrol Officer First Class is charged with ensuring compliance with the department's regulations. He/she handles infractions and reports all violations to the Corporal. Serious infractions, or in the absence of the Sergeant, the Chief of Police shall be notified.

He/she should thoroughly acquaint him/herself with the duties of patrol officers and will assist and instruct the officers under his/her supervision in the proper discharge of their duties.

He/she will promote the proficiency, discipline, conduct, appearance, and attention to duty of all officers.

2. GENERAL DUTIES AND RESPONSIBILITIES:

- a. Upon authorization of the Chief of Police, may serve as acting Corporal in the absence of the Corporal.
- b. Instructs and trains new police officers and assists them concerning difficult police problems and cases
- c. Performs all work required of a police officer.
- d. Supervises patrol officers assigned to him/her in the absence of a Corporal or higher rank.
- e. Is fully familiar with the current departmental rules, policies, procedures, and developments in the law that affect him/her and members under his/her supervision.
- f. Takes measures through encouragement, explanation, and referral to his/her superior officer or other means consistent with departmental policy to see that unsatisfactory officer conduct is brought up to standard.
- g. Submits a written report to the Corporal/Sergeant regarding any member of the department who commits a serious breach of the regulations of the department when informal corrective measures have proven inadequate. Includes in such report the complete details of the misconduct and of corrective measures attempted. Examples of types of misconduct which would ordinarily be considered "serious" include, but are not limited to, the following:
 1. Repeated failure to respond to orders, instructions, or other admonitions to correctly execute his/her duties.
 2. The commission of any criminal offense.
 3. Verbal or physical abuse of a member of the public.
 4. Excessive use of force with a prisoner or other person.
 5. Absence without leave.
 6. Excessive tardiness.
 7. A conflict of interest.
 8. Failure to report a condition that may be dangerous to the health or safety of the public.
- h. Responds to emergencies, incidents, or dispatches as required. Takes command of the situation until relieved by an officer of superior rank.

- i. Ensures that all patrol officers receive warrants, summonses, subpoenas, or other official papers, and serve or deliver or perform their duties regarding such papers promptly and accurately.
 - j. Performs such other duties as may be assigned by the Chief, Lieutenant, Sergeant, or Corporal.
- Patrol Officer First Class (continued)

3. KNOWLEDGE, SKILLS, AND ABILITIES:

Thorough knowledge of the rules and regulations of the department; thorough knowledge of approved principles, practices and procedures of police work; thorough knowledge of pertinent state laws, municipal ordinances and court decisions; thorough knowledge of the geography of the municipality and location of important buildings; ability to command respect of the officers and to assign, direct, and supervise their work; ability to deal with the public courteously and firmly and to establish and maintain satisfactory public relations; ability to analyze complex police problems and situations and to adopt quick, effective, and reasonable courses of action; skill in the use of firearms, good physical condition.

4. EDUCATION AND EXPERIENCE:

Full-time Level III officers, in good standing with the Brandon Police Department and not currently under any Internal Affairs Investigation, Administrative Investigation, or Criminal Investigation at the time they are eligible to receive this rank, shall be promoted to the rank of Patrol Officer First Class (POFC) upon completion of their second year of service-post Level III Police Academy graduation, with the Brandon Police Department. Time employed with the Brandon Police Department prior to attending the Level III Academy as a part-time officer (Level II certification) does not count towards time-in-grade to qualify for the promotion to Patrol Officer First Class. Officers who laterally transfer to the Brandon Police Department will be eligible to receive the rank of Patrol Officer First Class after having served with the Brandon Police Department after two years of service, regardless of when they initially received full-time law enforcement certification in either the State of Vermont or another State/Jurisdiction. Prior time-in-grade or former rank at another law enforcement agency does not count towards the two-year eligibility requirement. Part-time (Level II) Officers are not eligible for promotion to the rank of Patrol Officer First Class.

5. RANK INSIGNIA:

The rank of Patrol Officer First Class will be designated by a single, gold chevron worn on both the right and left shoulders of uniform shirts; jackets; and when worn; tactical uniforms (subdued chevrons are allowed in place of the gold ones only when wearing a tactical style uniform such as BDU's for tactical operations and not for routine patrol duties). The chevrons are to be worn underneath the Brandon Police Department uniform patch.