

**DIRECTIVE 22.1  
COMPENSATION AND BENEFITS**

<b>Issue Date: 04/29/2020</b>	<b>By Order of Chief of Police</b>
<b>Rescinds: (Issue 09/01/2019)</b>	<b>CALEA Standards Referenced: 22.1.1; 22.1.2; 22.1.3; 22.1.4; 22.1.5; 22.1.6; 22.1.7; 22.1.8 &amp; 22.1.9</b>
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**This directive consists of the following sections:**

- 22.1.1 Salary Program**
- 22.1.2 Leave Program**
- 22.1.3 Benefits Program**
- 22.1.4 Personnel Support Services Program**
- 22.1.5 Victim Witness Services / Line of Duty Death**
- 22.1.6 Clothing and Equipment**
- 22.1.7 Employee Assistance Program**
- 22.1.8 Employee Identification**
- 22.1.9 Military Deployment and Reintegration**

**POLICY & PROCEDURE**

Management and employees of the police department mutually recognize that compensation is essential for the department to provide excellent service at a reasonable cost, to compete for and retain competent personnel, and to reward superior performance. This directive is to outline compensation for employees of the Miami Township Police Department.

Management and employees of the police department mutually recognize that benefits are essential to compete for and retain competent personnel. This directive is to outline benefits for employees of the Miami Township Police Department.

**22.1.1 Salary Program**

*Salary Plan*

An employee of the Miami Township Police Department shall be paid a salary or wage in accordance with the salary and wage schedule adopted by the Miami Township Trustees through the Collective Bargaining Agreements and Personnel Resolutions. The specific salaries/wages of the employees that are governed by a Collective Bargaining Agreement shall be made available to all employees through the utilization and downloading on PowerDMS. The Township Administrator shall maintain a written list of salaries

provided to other employees of the police department. This list shall be made available to all employees who request a copy. This request shall be in written form and be directed to the Chief of Police for forwarding to the Township Administrator. Employees of the Miami Township Police Department covered under Collective Bargaining Agreements shall be paid their respective salary/wage in accordance with Article 15, Section 15.5 (Sergeants) 15.5 (Other CBA Members). Those employees not covered under Collective Bargaining Agreements shall be paid their respective salary/wage in accordance with the Miami Township Personnel Policies and Procedures Manual, Section III, 3.5.

#### *Entry Level Salaries*

Newly hired full-time employees covered under the Collective Bargaining Agreement will start within the salary range designated in the Collective Bargaining Agreement, Article 15, Section 15.1 through 15.8. Newly hired employees not covered under a Collective Bargaining Agreement shall have a salary set by the Miami Township Trustees through a Personnel Resolution. The salary shall be fixed after consultation with the Chief of Police, and will reflect the experience, education, training, qualifications, and responsibilities of the perspective employee.

#### *Salary Differential Within Ranks*

Newly hired or promoted employees covered under the Collective Bargaining Agreements are paid at the rate of pay determined by the Miami Township Trustees and set forth in the Collective Bargaining Agreements, Article 15. Those employees are then entitled to step raises as outlined in the Collective Bargaining Agreements Article 15. Employees not covered under a Collective Bargaining Agreement shall have a salary set by the Miami Township Trustees through a Personnel Resolution. The salary shall be fixed after consultation with the Chief of Police, and will reflect the experience, education, training, qualifications, and responsibilities of the employee.

#### *Salary Differential Between Ranks*

Salary differential between sworn personnel ranks shall be determined by the Miami Township Trustees and is set forth in the Collective Bargaining Agreements, Article 15. Employees not covered under a Collective Bargaining Agreement shall have a salary set by the Miami Township Trustees through a Personnel Resolution. The salary shall be fixed after consultation with the Chief of Police, and will reflect the experience, education, training, qualifications, and responsibilities of the employee.

An employee covered under the Collective Bargaining Agreements assigned to duties of Corporal or Investigations shall entitle the employee to a pay adjustment in accordance with Article 15.6 (CBA Members) of the Collective Bargaining Agreements.

### *Salary Levels for Those with Special Skills*

#### Field Training Officer/Police Training Officer Assignment

An employee covered under the Collective Bargaining Agreements assigned to duties of Field Training Officer/Police Training Officer shall entitle the employee to a pay adjustment in accordance with Article 15.6 (Sergeants) and Article 15.6 (CBA Members) of the Collective Bargaining Agreements.

### *Compensatory Time*

Compensatory time for an employee covered under the Collective Bargaining Agreements is set forth in the Collective Bargaining Agreements Article 14, Section 14.3. Those employees not covered under a Collective Bargaining Agreement may elect compensatory time in lieu of overtime pay in accordance with the Miami Township Personnel Policies and Procedures Manual, Section III.3.2.

- An employee who elects to receive compensatory time in lieu of pay for overtime compensation shall request so through the submission of an overtime form indicating compensatory time versus pay.

An employee who requests compensatory time in lieu of pay shall receive compensatory time at the rate specified and in no amount greater than specified in the Collective Bargaining Agreements, Article 14, Section 14.3 or the Miami Township Personnel Policies and Procedures Manual, Section III.3.2.

- An employee who desires to use compensatory time in lieu of scheduled work hours shall request so through the submission of a compensatory leave request form. Requests for compensatory time usage may be approved by the supervisor in charge of the shift covering the requested time if the leave does not prompt departmental overtime to meet minimum manpower staffing levels.
- The employer shall not unreasonably refuse to grant the compensatory time off requested by the employee; however, the granting of the use of any compensatory time shall not interfere with the effective and efficient operation of the department.

### *Overtime*

Overtime for an employee covered under the Collective Bargaining Agreements is set forth in the Collective Bargaining Agreements Article 14, Section 14.2. An employee not covered under the Collective Bargaining Agreements, who is entitled to overtime pay, shall have such overtime pay calculated in accordance with the provisions set forth in the Miami Township Personnel Policies and Procedures Manual, Section III, 3.2.

Court time/Call Out Time for an employee covered under the Collective Bargaining Agreements is set forth in the Collective Bargaining Agreements Article 16, Sections 16.1 through 16.4. An employee not covered under the Collective Bargaining Agreements who is required to appear before a court or who is called out for emergency work outside his/her regularly scheduled hours shall receive compensation in accordance with the Miami Township Personnel Policies and Procedures Manual, Section III, 3.2.

Generally, overtime will be approved for the following duties:

- Hours worked when employees are called in to work for emergencies on days and hours they are not scheduled.
- Hours worked when situations extend work beyond the end of scheduled work hours.
- Any special event approved for pay by a supervisor in advance.
- Attendance for court purposes.
- Required training sessions not conducted during the employees scheduled work hours.

Employees must have prior authorization from their supervisor or the supervisor in charge of the event, to which the employee is assigned, for overtime work beyond their authorized scheduled work period. Employees may not work more than 16 hours in a 24-hour period. The 16 hours are actual hours worked and includes: duty shifts, off duty details, overtime and actual time spent at court.

An employee shall complete the appropriate overtime payment form for supervisory approval. An employee will only be granted compensation for overtime work hours for which the employee received authorization from their supervisor documented on the appropriate form and submitted in accordance with this procedure.

Overtime will be calculated and paid with the regular pay and within the same pay period in which it was earned when possible.

### [Salary Augmentation](#)

#### Educational Incentive Bonus

An employee covered under the Collective Bargaining Agreements is entitled to Educational Incentive Bonus pay in accordance with the provisions set forth in the Collective Bargaining Agreements Article 35, Section 35.4. An employee not covered under the Collective Bargaining Agreements is not entitled to Educational Incentive Bonus pay.

#### Assignment Above Job Classification

An employee covered under the Collective Bargaining Agreements assigned to duties of a position with a higher pay range than the employee's own rate of pay shall entitle the

employee to a pay adjustment for working above their classification in accordance with Article 32, Sections 32.1 through 32.4 (CBA Members) through 32.5 (Sergeants).

### **22.1.2 Leave Program**

#### *Administrative Leave*

When death or serious physical injury has resulted from the use of force or any other action by an employee (auto accident or other means), the employee as soon as practical, will be removed from line duty assignment or they may be placed on administrative leave until completion of an administrative review of the incident. This review will be completed as soon as practical following the incident.

Administrative leave shall be without loss of pay and benefits and such leave shall not be interpreted to imply that the employee acted improperly. This administrative leave will continue until terminated by the Chief of Police.

When an employee has or has been alleged to have been involved in an incident that has resulted in the death of a person, the employee may be required to undergo a debriefing with a psychologist. The department will afford the services of a professional psychologist and/or psychiatrist to an employee who has or has been alleged to have used force or any other action that resulted in the death of a person. When an employee elects to use this service, it shall be protected by the physician-patient relationship.

The Chief of Police may also grant relief from duty when an employee has been involved in a critical incident. Such incident is defined as an occurrence that brings an overwhelming emotional response from the employee witnessing it and the emotional effect goes beyond the employees coping abilities.

#### *Administrative Leaves (Other)*

##### Personal Leave

An employee who is covered under the Collective Bargaining Agreements is entitled to Personal Leave benefits in accordance with Article 20 of the Collective Bargaining Agreements. An employee not covered under a Collective Bargaining Agreement is entitled to Personal Leave benefits in accordance with Section III, 3.12 of the Miami Township Personnel Policies and Procedures Manual.

An employee designated by the Chief of Police is tasked with monitoring the use of sick leave/entitlement of personal days. No other employee of the agency shall add personal leave time to their leave bank or the leave bank of any other personnel. Additionally, no employee of the agency should be entering personal leave payout to the bank or the leave bank of any other personnel. All personnel should notify the Chiefs designee of any request for the addition or payout of personal leave.

An employee who elects to use an earned Personal Day shall complete the appropriate form and forward to their immediate supervisor for approval.

#### Bereavement Leave

An employee who is covered under the Collective Bargaining Agreements is entitled to Bereavement Leave as provided in Article 19, Section 19.6 of the Collective Bargaining Agreements. An employee who is not covered under a Collective Bargaining Agreements is entitled to Bereavement Leave as provided for in Section III, 3.7 of the Miami Township Personnel Policies and Procedures Manual.

An employee who elects to use Bereavement Leave shall complete the appropriate form and forward to their immediate supervisor for approval.

#### Unpaid Leave of Absences

An employee covered under a Collective Bargaining Agreement may request an unpaid leave of absence in accordance with the Collective Bargaining Agreements, Article 28, Section 28.1 A. An employee not covered under the Collective Bargaining Agreement may request an unpaid leave of absence for the reasons specified in the Miami Township Personnel Policies and Procedures Manual Section III, 3.8.

To request an unpaid leave of absence the employee must submit in writing through the chain of command a letter to the Chief of Police. The letter must explain in detail the circumstances under which the employee is requesting the leave, including the beginning and ending dates of the leave. Unless extenuating circumstances exist, the employee shall direct such a request to the Chief of Police no less than sixty days prior to the beginning date of the leave request.

#### Jury Duty Leave/Witness Summons

Any employee of the Miami Township Police Department is entitled to Jury Duty Leave/Witness Summons in accordance with the provisions of the Miami Township Policies and Procedures Manual Section III, 3.10.

#### Injury Leave

An employee covered under a Collective Bargaining Agreement may be granted injury leave in accordance with the provisions of the Collective Bargaining Agreements, Article 21. An employee not covered under a Collective Bargaining Agreement may be granted injury leave in accordance with the provisions of the Miami Township Personnel Policies and Procedures Manual, Section III, 3.13.

### [Holiday Leave](#)

An employee covered under a Collective Bargaining Agreement shall be entitled to holiday benefits in accordance with the Collective Bargaining Agreements, Article 17. An employee not covered under a Collective Bargaining Agreement shall be entitled to Holiday benefits in accordance with the Miami Township Personnel Policies and Procedures Manual Section III, 3.3.

### [Sick Leave](#)

An employee who is covered under a Collective Bargaining Agreement is entitled to Sick Leave benefits in accordance with the provisions of Article 19, Sections 19.1 – 19.5. An employee who is not covered under a Collective Bargaining Agreements is entitled to Sick Leave benefits in accordance with the provision of Section III, 3.6 of the Miami Township Personnel Policies and Procedures Manual.

An employee who calls off sick shall inform the on-duty supervisor of the specific circumstances as to the illness which prohibits the employee from reporting to work. The employee shall not involve themselves in recreational activities outside of their primary residence that would have not been available to the employee had they reported to work.

Upon return from sick leave, an employee shall complete the appropriate form and forward it to their supervisor for approval.

### [Vacation Leave](#)

An employee covered under a Collective Bargaining Agreement shall be entitled to vacation benefits as specified in the provisions of the Collective Bargaining Agreements, Article 18. An employee not covered under a Collective Bargaining Agreement shall be entitled to vacation benefits as specified in the Miami Township Personnel Policies and Procedures Manual, Section III, 3.4.

An employee who elects to use vacation leave shall complete the appropriate form and forward it to their supervisor for approval.

### [Family and Medical Leave](#)

Any employee of the Miami Township Police Department is entitled to Family or Medical Leave in accordance with the provisions of the Miami Township Policies and Procedures Manual Section III, 3.9.

### [Short-Term Military Leave](#)

An employee who is covered under the Collective Bargaining Agreements is entitled to short-term Military Leave as provided in Article 27 of the Collective Bargaining

Agreements. An employee not covered under a Collective Bargaining Agreement is entitled to Military Leave as provided for in III, 3.11 of the Miami Township Personnel Policies and Procedures Manual.

An employee shall provide the employer with required documents as evidence for such duty no less than two weeks prior to the beginning of such leave period unless extenuating circumstances exist.

### **22.1.3 Benefits Programs**

#### **Retirement Programs**

All police department employees are enrolled in the Public Employees Retirement System of Ohio (PERS). Sworn personnel are enrolled under the PERS law enforcement retirement program as provided in Article 34, Section 34.5 of the Collective Bargaining Agreements. Any employee not covered under a Collective Bargaining Agreement shall participate in accordance with the provisions of the Miami Township Policies and Procedures Manual Section V, 5.3.

Employees may voluntarily participate in the Ohio Public Employees Deferred Compensation Program. The employer shall when authorized withhold a portion of the employee's compensation for payment to the program.

An employee covered under a Collective Bargaining Agreement shall be entitled to other benefits upon their retirement as specified in the Collective Bargaining Agreements Article 34, Article 18, Section 18.6, Article 19, Section 19.3 and Article 29.

An employee not covered under a Collective Bargaining Agreement shall be entitled to other benefits upon their retirement as specified in the Miami Township Personnel Policies and Procedures Manual, Section III, 3.6.

#### **Health Insurance Programs**

An employee covered under a Collective Bargaining Agreement shall be provided health insurance as provided for in the provisions of the Collective Bargaining Agreements, Article 22, Section 22.1 & 22.2.

An employee not covered under a Collective Bargaining Agreement shall be provided health insurance as provided for in the Miami Township Personnel Policies and Procedures Manual. Section V, 5.1.

#### **Disability & Death Benefits**

For an employee covered under a Collective Bargaining Agreement, the employee may be entitled to disability benefits, subject to the conditions of the provisions of the Collective Bargaining Agreements, Article 28 B. & C.



An employee not covered under the Collective Bargaining Agreement shall be provided disability leave as provided in the Miami Township Personnel Policies and Procedures Manual Section V. 5.2

Total service-connected disability benefits are provided by the Ohio Public Employees Retirement System.

An employee covered under a Collective Bargaining Agreement shall be provided life insurance as provided in accordance with the provisions of the Collective Bargaining Agreements, Article 22, Section 22.4.

An employee covered under a Collective Bargaining Agreement is entitled to other provisions outlined in the Collective Bargaining Agreements, Death of a Police Officer or Bargaining Unit Member, Article 30.

An employee not covered under the Collective Bargaining Agreement shall be provided life insurance as provided for in the Miami Township Personnel Policies and Procedures Manual Section V, 5.1.

#### *Liability Protection Program*

For an employee covered under the Collective Bargaining Agreement, Miami Township will indemnify and defend any employee from actions arising out of the lawful performance of their official duties as required by 2744.07 of the Ohio Revised Code & Article 22, Section 22.3 of the Collective Bargaining Agreements.

For an employee not covered under a Collective Bargaining Agreement, Miami Township will indemnify and defend any employee from actions arising out of the lawful performance of their official duties as provided for in the Miami Township Personnel Policies and Procedures Manual Section V, 5.4.

#### *Employee Educational Benefit Programs*

For an employee covered under a Collective Bargaining Agreement, Miami Township will provide tuition assistance in accordance with the provisions of the Collective Bargaining Agreements Article 35, Section 35.1 through 35.3.

An employee covered under a Collective Bargaining Agreement shall be entitled to Educational Incentive Bonus in accordance with the provisions of the Collective Bargaining Agreements, Article 35, Section 35.4 & 35.5.

For an employee not covered under a Collective Bargaining Agreement, Miami Township shall provide tuition assistance and reimbursement as provided for in the Miami Township Policies and Procedure Manual, Section V, 5.6 & 5.7.

An employee not covered under a Collective Bargaining Agreement is not entitled to Educational Incentive Bonuses.

#### **22.1.4 Personnel Support Services Program**

The Employee Benefits Program for all Miami Township employees is administered by the Township Administrator or his/her designee. Any employee requiring assistance with benefits may obtain assistance through the Office of the Township Administrative Assistant.

#### **22.1.5 Victim Witness Services / Line of Duty Death**

Whenever a police employee has been seriously injured or killed because of a line-of-duty incident, department personnel shall attempt to render appropriate assistance. Such assistance may include, but not be limited to any of the following:

- Timely and compassionate notification of the spouse, next of kin, other family and significant others of the employee.
- Assisting the family and significant others of the injured at the hospital.
- Supporting the family and significant others at the funeral and burial of slain employee.
- Helping the family and significant others with legal and benefit matters.
- Counseling the family and significant others regarding finances and other possible problems.
- Support the family and significant others during criminal proceedings (if any).
- Maintain long-term contact with the family and significant others and keep informed of any needs.

In the event of death of a Police Officer or Bargaining Unit Member, the Chief of Police or his/her designee shall also provide support services as required by Collective Bargaining Agreements, Article 30.

Miami Township supports a staff of Police Chaplains. These members are available to assist police officers and their families; offer counseling and make referrals as appropriate. Chaplains are available to visit sick or injured officers and/or their families and are available for funerals of police officers and/or their families.

#### **22.1.6 Clothing and Equipment**

For an employee covered under a Collective Bargaining Agreement, the employer shall supply equipment and clothing according to the Collective Bargaining Agreements, Article 23.

Sworn police personnel not covered under a Collective Bargaining Agreement shall receive the identical clothing benefits as outlined in the Collective Bargaining Agreements, Article 23.

For civilian employees not covered under a Collective Bargaining Agreement, the employer shall supply clothing and equipment in accordance with the Miami Township Policies and Procedures Manual Section VI, 6.4.

A designated Sergeant will be responsible for issuing uniform and equipment to all newly employed sworn personnel. The initial issue of uniforms and equipment to new employees shall be documented and a copy of such documentation shall be filed with the designated Sergeant. Upon termination of employment, all issued uniforms and equipment shall be returned to the designated Sergeant and documented on the Uniform & Equipment form.

When an issued uniform or equipment item needs to be replaced, the member to whom it was issued will be responsible for requesting a replacement to the designated Sergeant. The designated Sergeant will determine the need for replacement and if necessary, replace the item. No documentation is needed for re-issued items.

Supervisors of civilian personnel are responsible for issuing uniform and equipment to those members. A designated supervisor issues uniform and equipment to any authorized auxiliary members as stated in Directive 45.3.

### *Dress Standards*

The uniform specifications and personal appearance standards outlined apply as applicable to all personnel and shall be adhered to by all employees of the police department. Personnel may be excused from designated provisions of this policy with permission from a Supervisor.

The uniform will be worn only when performing official duties related to department business, except for traveling to and from work. Members while traveling to or from work shall be in civilian attire or a complete uniform. No part of the uniform is to be worn separately and mixed with civilian clothing.

When on duty, personnel shall wear their uniforms prescribed for the season and will not work with any civilian, non-uniform or unauthorized items, unless specifically authorized or as directed herein.

The uniform shirt and pants shall be kept clean, neat, in proper repair, with a military pleat or press. Uniform duty equipment, shoes and boots shall be kept cleaned, in proper repair and highly polished. Uniform headgear shall be clean and in good repair. All other items of clothing and equipment will be kept clean, in good repair and in working order. Personnel are responsible to request a replacement or repair for damaged, lost or unserviceable uniforms or equipment. Personnel will make such notification by use of a uniform request form to their immediate supervisor.

### General Uniform Requirements

Uniform shoes shall be worn with black socks without design. Uniform boots may be worn with black or white insulated socks.

Officers may wear a plain navy-blue crew neck undershirt with the uniform.

Except as specifically indicated, officers may wear only black gloves with the uniform. Officers may wear the department issued raincoat during inclement weather.

Officers may wear an issued tie tack or clasp with the uniform tie.

After awarded, citation bars shall be worn on an officer's class A uniform. No items, pins or insignia other than those authorized in this policy are permitted on the uniform.

The shift supervisor may approve other items of clothing to be worn in inclement weather, which is defined as weather with a temperature of 32 degrees Fahrenheit or less and/or weather conditions in the form of prolonged heavy rain, heavy snow or freezing rain.

Officers may wear department issued outerwear at their discretion for comfort. The outermost garment must display either an issued badge or attached cloth badge. Outerwear shall be worn with all buttons and zippers closed when the Officer is in contact with any citizens or in a public place.

Uniform exceptions may only occur at the discretion of a supervisor where such clothing standards would interfere with the specific assignment of the officer.

### Sworn Personnel/Civilian Clothing

Department sworn personnel assigned to positions which permit the wearing of civilian clothing or when personnel are representing the department and are authorized to wear civilian clothing, they will be expected to adhere to the following clothing standards (excluding those assigned to undercover work assignments).

- Male personnel when not in uniform shall wear conservative business attire, including a suit or sport coat; suit or dress trousers; dress shirt with collar and tie; trouser belt and buckle; socks in keeping with conservative business attire; dress shoes, highly shined.
- Ties shall be worn properly with shirt collar buttoned; any tie clasp or tie tack worn shall be in keeping with proper and conservative attire policy.
- Female personnel when not in uniform shall wear conservative business attire which may consist of a dress, skirt and blouse, slacks and blouse or pant suit and practical conservative footwear.
- All sworn personnel in civilian clothing will have a non-lethal force option such as a Taser or OC on his/her person when outside the agency investigating cases or

interacting with the public. Upon request of the Chief of Police or designee this requirement may be excused.

### *Court Apparel*

When appearing in court, members of the department are expected to present a professional and business-like appearance.

Appropriate attire will be the uniform of the day or civilian attire as described above.

Officers may when appearing in court in uniform on off-duty time, wear their issued firearm in the issued off-duty holster in lieu of the duty belt and equipment. The issued inner duty belt shall be worn with the basket weave side of the belt facing out.

### *Firearm Requirement*

All sworn personnel shall always when on duty, in uniform or civilian attire be armed with a department issued firearm. The only exception to this shall be in a specific assignment which in the interest of the department and/or community and then only with the approval of the Chief of Police.

### *Body Armor Requirement*

All sworn personnel shall wear body armor as stated in Directive 41.3.

### *Appearance Standards*

All employees while on duty must keep themselves neat in dress and appearance, unless a duty assignment requires otherwise.

All sworn members of the department shall keep available at the police station a change of uniform should the occasion arise that that a change of uniform should be required.

All sworn personnel must keep their hair clean, neat, combed, trimmed and styled in such a manner that the bulk or length of the hair does not interfere with the normal wearing of all standard head gear. Hair will be worn in such a manner that it shall not extend below the rear shirt collar. Haircuts or hair coloring of a faddish or unnatural nature or appearance are not permitted. Wigs or hairpieces are permitted if they conform to the above standards for natural hair.

Sideburns shall not be any greater than a point at a right angle to the midpoint of the ear and shall be squared at the bottom and trimmed so as not to appear bulky.

Uniformed personnel must be clean shaven, except for mustaches. Mustaches shall be neat and trimmed, with the ends not to exceed ¼ inch past the corner of the mouth or

falling below a line horizontal with the corner of the mouth and shall not cover any portion of the upper lip.

Non-uniformed personnel may maintain a neatly trimmed beard. The length will be dictated by the Division Commander.

Fingernail length shall not exceed ¼ inch past the tip of the finger or thumb. The use of nail polish by sworn personnel is prohibited, except for clear nail polish.

The moderate use of makeup by females is permissible. The use of extreme eye makeup, bright colors or heavy use of makeup is unacceptable.

Necklaces are prohibited. Metals, scapulars and other bona fide expressions of religious affiliations and Medical Alert Tags may be worn around the neck provided that the item is concealed by either the uniform or an undershirt.

Rings will be limited to one ring on one finger of each hand (wedding band and engagement ring are considered one ring).

Earrings and Bracelets are prohibited except Medical Alert and law enforcement themed bracelets, at the discretion of the Chief or his/her designee.

Visible tattoos, branding, intentional scarring, and alternative body decorations are prohibited for sworn and civilian employees of the Miami Township Police Department, regardless of assignment. Prohibited body decorations include but are not limited to tattoos, piercings, intentional scarring and jewelry beyond that discussed in MTPD Procedures 22.1. Visible tattoos and body decorations are those not concealed by the uniform of the day.

However, the employee can request approval, through the chain of command, to exhibit/show an existing tattoo without concealment by the uniform of the day. The same request for approval stands for any potentially new tattoos. Upon approval from the Chief of Police, sworn and civilian employees may be allowed visible tattoos to not be concealed by the uniform of the day or other form of covering.

### *Uniform/Equipment Specifications & Guidelines*

All uniform items in this directive requiring the use of gold or silver are issued:

Gold – Chief of Police, Lieutenants, Sergeants and Corporals

Silver – Officers

### *Formal Uniform & Accessories*

Hat (1) – LAPD style navy blue hat with Florentine hatband and hat badge as issued.

Formal Blouse (1) – Navy blue single-breasted lined blouse with metal buttons. Command staff blouses have a gold sleeve braid positioned 3” above edge of cuff, each additional braid ¼” above the other. The formal blouse shall have name plate assembly centered on the right breast pocket with the top of the name plate 1/4 inch below the top of the right breast pocket flap. Citation bars and breast badge shall be worn on a cluster holder on the left side of the dress blouse. Supervisory staff shall have their respective rank insignia centered on epaulets ½ inch from outside shoulder seam.

Long Sleeve Shirt (2) – Zipper front light blue shirt with navy blue contrasting epaulets and pocket flaps. The long sleeve shirt shall be worn with metal buttons affixed at eyelets provided in the shirt epaulets and pocket flaps. The issued navy-blue tie shall be worn.

Trouser (2) – Navy blue with medium blue shirt cloth 1” braid centered on outside leg seam.

Shoes (1) – Hi-Gloss Uniform Oxford.

The formal uniform shall be worn for funeral or memorial services and will be worn as directed. White gloves are required at all funeral and memorial services.

#### *General Uniform Articles*

Hat (1) – Campaign style, straw double brim, navy blue. Three-piece hat strap with acorn braid. Hat badge as issued.

Hat Rain Cover (1) – As issued.

Short Sleeve Shirt (3) – Navy blue issued shirt.

Long Sleeve Shirt (3) – Navy blue issued shirt.

Uniform Vest Carrier (2) – Navy blue issued vest carrier.

Suspenders – (1) – Black, worn under the uniform vest carrier.

Trouser (2) – Navy blue issued trousers.

Badge (2) – Officers badge number.

Nameplate Assembly (1) – Last name, placed on serving since plate. Serving since date shall reflect the year in which the officer became a sworn police officer.

Citation Bars – Members wearing the department dress uniform shall display their citation bars in a cluster holder on the left side of their dress blouse.

Military Pin - Various branches of the military.

Shoes (1) – Issued black shoe or Chukka boot with smooth polished finish and plain toe.

Boots (1) – Issued black with smooth polished finish and plain toe.

Coat (1) – Navy blue, mid-length lined jacket: zippered front and side panels. Metal buttons on epaulets and pocket flaps. Shoulder departmental emblems shall be centered on each sleeve ½” below top of shoulder seam. Black name cloth with last name only, above and between top of right pocket and right epaulet. Cloth badge without rank specification centered above and between top of left pocket and left epaulet. Rank insignia will also be displayed.

Tie (1) – Navy blue in color.

Winter Hat (1) – Black or blue toboggan hat with MTPD lettering.

Raincoat (1) – Reversible lightweight ANSI certified with badge tab.

Traffic Vest (1) – ANSI certified with POLICE lettering.

Body Armor (1) – Ballistic vest as issued.

#### [General Equipment Articles](#)

Excluding the Taser, equipment worn on the duty belt may be worn in any position at the officer’s discretion for convenience and comfort. The Taser must be carried on the Officers non-dominant side only, opposite side of the handgun.

Inner Belt (1) – Black 2 ¾” inch reversible basket weave with Velcro.

Outer Belt (1) – Black buckle-less basket weave with Velcro.

Holster (1) – Black basket weave/leather fitted for duty weapon.

Firearm (1) & Ammunition – Issued Glock.

Ammunition/Magazine Pouch (1) – Black basket weave/leather, double vertical with Velcro or hidden snap.

Handcuffs (1) – As issued.

Handcuff Case (1) – Black basket weave/leather with Velcro or hidden snap.

Quick Cuff (1) – As issued.



Chemical Agent & Holder (1) – Black basket weave/leather.

Portable Radio Holder (1) – Black basket weave/leather.

Expandable Baton Holder (1) – Black basket weave/leather.

Disposable Glove Holder (1) – Black basket weave/leather.

Flashlight Ring (Optional) (1) – Black basket weave/leather.

Belt Keepers (Optional) (4) – Black basket weave/leather.

Taser Holder (if carried) (1) – Plain black holder.

Shoulder Holster (Investigators Only) (1) – Black or brown plain holster.

Raid Jackets (Investigators Only) (1) – Black with Police Lettering.

Off-Duty Holster (1) – Black plain holster.

Mourning Stripe (1) – Black.

ID Card (1) – As issued.

Metal Buttons (10) – Silver or Gold as issued.

Personal Protection Kit (1) – As issued.

Plate Carrier Containing Two (2) Plates.

Plated Helmet.

#### *Motorcycle Unit Uniform & Equipment*

Motorcycle Helmet (1) – Black and white in color, with front braid. Helmet is wired with speakers and PVP Communication microphone.

#### *Bike Unit Uniform & Equipment*

Bike Helmet (1) – Black ANSI approved.

Bike Shorts (2) – Navy blue with Velcro straps to secure gun belt, side pockets.

Bike Pants (1) – Navy blue with zippers at ankles, Velcro straps to secure gun belt, side pockets.

Bike Shirts (2) – French/New York Blue short sleeve shirt with epaulets on shoulders. Reflective striping on front, back and sleeves of shirt. Shoulder patches centered 1/2" below seam. POLICE printed in white on front and back of shirt. Velcro name plate on front right breast, cloth badge above left breast pocket. Rank on sleeves.

Gloves (2) – Black or charcoal or combination. One short finger glove set and one long finger glove set.

Jacket (1) – French/New York Blue jacket with epaulets on shoulders. Reflective striping on front, back and sleeves of jacket. Shoulder patches centered 1/2" below seam. POLICE printed in white on front and back. Velcro name plate on front right breast, cloth badge above left breast pocket. Rank on sleeves.

Shoes (1) – Bike specific shoes dark in color, low cut or ankle cut. If shoes have laces, laces must be capable of being secured.

Sunglasses (1) – Black frames with changeable clear lenses.

Carrying Bag (1) – Black nylon.

Duty Equipment (1) – Black nylon duty belt with handcuff case, taser holster, magazine pouch, chemical agent holder, ASP holder, radio holder and holster (all nylon).

#### *Honor Guard Uniform & Equipment*

Hat (1) – Dark blue New Jersey style hat with light blue hatband. High gloss bill with silver band and silver hat badge.

Coat (1) – Dark blue, high neck, long tail with silver trim. Three button high cuffed sleeves. Cuffs, collar and epaulets are French blue with silver trim. Silver shoulder braids. Silver Honor Guard badge and silver buttons.

Pants (1) – Dark blue with French blue stripe.

Shoes (1) – Hi-Gloss Uniform Oxford worn with black socks.

Gloves (1) – White cotton.

Duty Equipment (1) – Hi-Gloss black leather belt with shoulder strap, service weapon holster, ammunition pouch and cuff case.

Raincoat (1) – Black with belt and silver buttons.

### Summer Uniform

Summer uniform season is typically from the first Monday in March to the first Sunday in November of each year; however, the date may vary and is set by the Chief of Police or his/her designee. During this time period, sworn personnel may independently opt for the long sleeve navy uniform shirt.

Hat – Issued Campaign Hat with accouterments.

Shirt – Short sleeve navy shirt with a navy uniform vest carrier. The top button of the shirt may be open. Name plate assembly shall be centered on the right breast pocket flap. Rank Insignia and FTO Pins shall be worn on the collar. CIT Pin shall be centered at the very top on the left pocket flap. The badge is to be affixed through the eyelet provided in the shirt.

Pants – Issued Uniform Pants.

Shoes – Issued duty shoe or boot, well-polished.

Duty Equipment – As described under general equipment articles as appropriate.

Body Armor – As issued.

### Winter Uniform

Winter uniform season is typically from the first Monday in November to the first Sunday in March of each year.

Hat – Issued campaign hat with accouterments. During inclement weather, officers may choose to wear the issued winter knit hat.

Shirt – Long sleeve navy shirt with navy uniform vest carrier. Badge, nameplate and other pins shall be worn as described for summer uniform above.

Tie – Issued navy blue tie shall be worn on the following occasions and when otherwise directed by a Command Staff member.

- Funerals when in uniform.
- Court appearances when in uniform.
- Public speaking engagements performed outside normal duty hours.
- Community relations details performed outside normal duty hours.
- Other times as directed.

Pants – Issued uniform pants.

Shoes – Issued shoes/boots, well polished. Officers assigned to patrol duties must wear their boots during inclement weather and or as directed by the shift supervisor. Officers shall be responsible for having their issued boots readily available at the station when not wearing them.

Duty Equipment - As described under general equipment articles as appropriate.

Body Armor – As issued.

### Civilian Personnel

The following articles are issued to all civilian personnel:

- Summer Shirts (5)
- Winter Shirts (5)
- ID Card

The following items may be purchased via Township credit card or by reimbursement:

- Slacks (5)
- Sweater (1)
- Shoes (1) pair per year.

Civilian personnel shall be attired in their issued uniform components daily.

### 22.1.7 Employee Assistance Program

Miami Township has adopted an Employees Assistance Program (EAP) as a practical and constructive mechanism to help employees and their family members deal with problems that affect their personal and emotional wellbeing. The general purpose of the program is to assure that employees with a need and desire for professional counseling have ready access to such services and that employees with work impairing personal problems will receive an offer of professional counseling. The EAP staff is made up of licensed therapists, each one trained in family, marital and individual counseling. EAP may refer certain cases to specialized health professionals covered under the employee's health insurance plan. Additionally, the counselor may refer to a structured outpatient treatment program covered by the employee's health insurance.

All EAP services and records are confidential. All contacts, verbal or written communications or reports between the employee or family member and the EAP counselor, will be held in strict confidence. EAP records will not be disclosed to anyone unless the individual involved authorizes such disclosure in writing, or unless a court order compels disclosure.

An employee or family member who desires confidential consultation for a personal issue should call the EAP at 513-891-1627. Normal EAP office hours are 8:30 AM - 5:00 PM

weekdays. Appointments for counseling are available evenings. EAP also offers a twenty-four-hour emergency answering service. EAP counselors will either provide the necessary information or assistance over the telephone or will arrange for an appointment for further confidential consultation at the EAP office.

The basis of a referral to the EAP by a member of management must be either: a decline in work performance or an on the job incident, which indicates the possible presence of a personal issue.

The process for the referral will consist of a private meeting held with the employee. The focus of the interview should be restricted to the issue of the work situation or job incident. During this meeting, the supervisor will not speculate as to the cause of the performance decline. At this meeting, the supervisor may make an informal referral for assistance to EAP. Should a formal Performance Referral of Fitness-for-Duty Referral be required, the referring supervisor or manager shall use the five-step process covered in EAP supervisory training. To facilitate the most successful referral possible, management will consult with the EAP staff concerning the referral of an employee and complete the required CONCERN Services form.

An initial appointment at the EAP may be scheduled during work hours with the permission of the Department head or his designee. Subsequent appointments will be scheduled during non-work hours, unless otherwise authorized by the Department Head or his designee.

When an employee has been referred to the EAP for work related problems, the EAP will provide the referring source with the following information on the condition that the employee has signed a "Release of Information" or waiver.

- That the employee contacted CONCERN to schedule the appointment and that the first appointment was kept as scheduled.
- Whether the employee accepted or declined the assistance/recommendations of CONCERN.
- Whether I require time away from work for treatment. If time away from work is required, a specific leave date will be given and the Department Head or his designee will be advised as early as possible of the return to work.

If the employee fails to make or keep a first appointment at EAP, the referring source will be notified of that fact. If work problems do not recur, no further action will be required. If the work problems recur, then the Department Head or his designee will again follow the steps outlined above.

Nothing in this section shall limit the employer's right to take disciplinary action against an employee in any manner consistent with employer policy and/or limit the employee's legitimate access to the contractual grievance procedures. No employee will ever be disciplined for not utilizing the services of EAP.

Supervisors attempting to help an employee whose personal problems are affecting their work performance are often in the best position to assist that employee in accessing the EAP services. Upon promotion, all Supervisors shall review this policy and be issued a copy of the services and referral packet issued by EAP. All Supervisors shall review EAP services at any Public Employee Assistance Program & Drug Free training session conducted by PEAP staff or other designated persons presented at Miami Township. The review will include a review of the EAP packet, supervisor's role and responsibility in the referral process and identification of employee behaviors which would indicate the existence of employee concerns, problems and or issues that could impact employee job performance.

#### **22.1.8 Employee Identification**

Miami Township Police Department issues identification cards to all personnel. Personnel shall immediately present their identification card upon request to view the card. The identification card shall contain the employee's name, position and will include a photograph. Employees shall verbally identify themselves and the agency on telephone calls. Any person requesting verification of the employee's identification shall be instructed to call the police main number or the Clermont County Communications Center if the verification request is made outside of normal office hours.

All sworn personnel shall be issued a shirt badge which states the employee's unit number, name of department and employee's rank. Sworn personnel are issued a name bar and serving since pin that is worn on the uniform shirt. Uniform shirts and outerwear shall contain the appropriate department identification as directed in 22.1.6.

Except when impractical, unfeasible, or where the identity is obvious, sworn personnel shall identify themselves by displaying a badge or identification before taking police action.

Officers working an undercover assignment are exempt from carrying any identification or identifying themselves as required by assignment.

Auxiliary members shall have personnel identification as described in Directive 45.3.

#### **22.1.9 Military Deployment and Reintegration**

Miami Township Policy & Procedure Manual Section III, 3.11, Military Leave applies to all personnel of Miami Township.

Extended military leave without pay is given to those employees who are called up for military active duty service or those who enlist. Upon return from extended military leave, employees will be returned to their former position or one of like responsibility. Application for return from leave must be made to the Township Administrator within ninety days after discharge from active duty.

Employees on extended military leave may receive retirement credit for time spent on military service, in accordance with the rules of the respective retirement system.

Replacements for employees leaving on extended military leave may be hired but they are subject to layoff when the employees on extended military leave returns. Any employee who returns from extended military leave will receive any wage adjustments that would be due as though actively on the payroll.

Vacation and sick leave do not accumulate during extended military leave.

Additionally, sworn personnel of Collective Bargaining Agreements are given military leave in compliance with Article 27.

The Chief of Police or his/her designee shall be the agency point of contact for all persons on military deployment.

The Township Administrator or his/her designee shall be the human resources point of contact.

Employees being deployed shall have an out-processing interview with the Chief of Police or his/her designee. During the out-processing interview, the Chief of Police or his/her designee shall request from the employee, his/her choice of an agency contact. The agency contact will maintain communication to and from the deployed employee; sharing agency news and assisting with any concerns the deployed employee or his/her family may be having. The agency contact will keep the Chief of Police or his/her designee apprised of pertinent information.

The Chief of Police or his/her designee will determine if agency owned equipment will be stored in the Uniform/Equipment storage area or at the personal residence of the person being deployed.

Upon return from military deployment, the employee shall have an in-processing interview with the Chief of Police or his/her designee. This interview will include a determination of initial or refresher training required; a weapons requalification determination and any other steps for reintegration that may be necessary. A written outline of all training required will be given to the employee, all persons assigned to instruct/monitor the training and a copy shall be placed in the employees training file.

It is recognized that members returning from military deployment, especially those in combat operations, may have specialized needs. It is further recognized that traditional Employee Assistance Programs (EAP) may not sufficiently meet the needs of the returning employee. The agency shall consider all locally available and feasible resources to meet those needs. The employees' immediate supervisor shall ensure a process for maintaining communication with the returning deployed employee to access and assist with these needs.