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WISCONSIN EMPLOYMENT RELATIONS COMMISSION  
BEFORE THE ARBITRATOR

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Arbitration Between \*  
\*  
WINNEBAGO COUNTY SHERIFF'S \*  
PROFESSIONAL POLICE ASSOCIATION \*  
\*  
and \*  
\*  
WINNEBAGO COUNTY (SHERIFF'S DEPARTMENT) \*  
\*  
\*\*\*\*\*

Case XCVI  
No. 31100  
MIA-744  
Decision No. 20572-A  
  
OPINION and AWARD

APPEARANCES:

- For the Union: Patrick J. Coraggio, LEER Administrator, Wisconsin Professional Police Association, Wauwatosa.
- For the County: Gerald L. Engeldinger, Esq., Corporation Counsel, Winnebago County, Oshkosh.

BACKGROUND

On January 25, 1983, the Winnebago County Sheriff's Professional Police Association (referred to as the Union) filed a petition with the Wisconsin Employment Relations Commission (WERC) requesting that the Commission initiate compulsory, final and binding arbitration pursuant to Section 111.77 of the Municipal Employment Relations Act (MERA) to resolve a collective bargaining impasse dispute between the Union and Winnebago County Sheriff's Department (referred to as the Employer or County) concerning a successor to the parties' collective bargaining agreement which expired December 31, 1982.

The WERC found that an impasse existed within the meaning of Section 111.77(3) of MERA by order dated April 25, 1983. After the parties notified the WERC that they had selected the undersigned, on May 10, 1983 the WERC appointed the undersigned to serve as arbitrator to resolve the impasse pursuant to Form 2, Section 111.77(4).

By agreement, the arbitrator held a hearing in Oshkosh, Wisconsin, on June 22, 1983 to arbitrate the unresolved impasse dispute. The parties were given a full opportunity to present evidence and arguments at the hearing. A transcript of the proceeding was made. The parties filed post-hearing briefs with the arbitrator. The Union also filed a reply brief.

## ISSUES UNRESOLVED

Although the parties reached tentative agreement on several issues during negotiations and there were several additional issues contained in the Union's final offer that the County does not dispute in this proceeding, the County stated that it would not stipulate to any of these items unless there was a voluntary settlement of all items. Accordingly, an unusually large number of items remain to be resolved finally in this arbitration proceeding. They may be grouped as follows:

**Group I: Issues contained in the parties' Final Offers about Which there is a dispute on the merits:**

- A. Wages for 1983: The County's final offer is for a 5% increase while the Union's final offer (Proposal 4) is for a 7% increase.
- B. Employer Retirement Contribution:  
The County proposes an increase in its contribution to the employee's share of retirement by \$5 per month for a new maximum contribution rate of \$110 per month. The Union proposes that present Article 24 be amended to delete "\$105" and insert "\$114" and delete "\$48.47" and insert "\$52.62" (Proposal 6).
- C. Changes to Article 26 "HAZARDOUS CLASSIFICATION":  
The Employer proposal would continue to require employees to pay for physical examinations if the examination was made by a physician of the employee's own choosing while the Union's proposal was understood by both sides to require County payment for all physical examinations under this Article (Proposal 7). (See Appendix A for specific wording of the County and Union Final Offers.)

**Group II: Issues contained in the Union's Final Offer to which the County has not agreed but are not disputed by the County (See Appendix B for specific wording):**

- A. Union Proposal 1 - extending Step 1 time limit for the Grievance Procedure from 3 to 10 days.
- B. Union Proposal 2 - delete restriction on sick leave accumulation in Article 12.
- C. Union Proposal 5 modifying Article 23 relating to Fair Share.
- D. Union Proposal 8 retitling Article 31 to "Evaluation Reports" and modifying language.
- E. Union Proposal 9 - new article on "Death or injuries caused by the use of deadly force."

GROUP III: Proposals contained in Appendix to Union's Final Offer which were tentatively agreed to by the County, contingent upon reaching a complete settlement. They have not been disputed in this proceeding by the County but have been considered part of the Union's Final Offer (See Appendix C for specific wording).

Appendix A - Recognition Article (adding Corporals)

Appendix B - Grievance Procedure - Step 3 - payment of arbitration costs specified.

Appendix C - new Article 9 "VOLUNTARY TRANSPORT"

Appendix D - clarifying which articles qualify for the Uniform Allowance.

The parties' Final Offers relating to Employer payment for health insurance premiums are the same. They provide for the payment by the Employer of up to \$70.79 per month for single coverage and \$156.86 per month for family coverage.

#### STATUTORY CRITERIA

Under Section 111.77(6), the arbitrator is required to give weight to the following factors:

- (a) The lawful authority of the employer.
- (b) Stipulations of the parties.
- (c) The interests and welfare of the public and the financial ability of the unit of government to meet these costs.
- (d) Comparison of the wages, hours, and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
  - 1. In public employment in comparable communities.
  - 2. In private employment in comparable communities.
- (e) The average consumer prices for goods and services, commonly known as the cost of living.
- (f) The overall compensation presently received by the employees, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.
- (g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

## POSITIONS OF THE PARTIES

### The Union

Initially the Union notes that the County has not raised any argument relating to its ability to pay for the Union's Final Offer. The Union also notes that bargaining unit morale is presently very low because of the unfortunate bargaining history which immediately lead to this impasse. In particular, the Union points to the substance of the County's belated wage response to the Union after five bargaining sessions of \$1 per month per unit member which directly resulted in the Union's filing of the petition to initiate arbitration herein.

To support its Final Offer in this proceeding, the Union relies upon both external and internal comparability. As to external comparables, the Union believes that the City of Oshkosh Police Department which shares facilities with the Winnebago County Sheriff's Department in a single public safety building is the primary comparable. For 1983, the Oshkosh police bargaining unit received a 7% increase, the Union's wage Final Offer herein. As to other external comparables, the Union presented evidence that its wage offer was designed to maintain certain historic relationships. The Union looks to the following comparables: Green Bay Police Department, Menasha Police Department, Appleton Police Department, Neenah Police Department, Sheboygan Police Department, Fond du Lac Police Department, Waupaca Police Department and the Counties of Brown, Outagamie, Manitowoc, Sheboygan, Fond du Lac, Waupaca, Green Lake and Waushara. Using these comparables, the Union argues that its proposal puts Winnebago County approximately \$31 dollars above the average of the comparables while the County's wage offer would put bargaining unit members approximately \$16 below the average of the comparables. Since the Union's offer comports with the historic relative position of the County vis-a-vis the comparables for the years 1980 through 1982 (although not 1979), the Union concludes that appropriate external comparability favors the Union's wage position.

The Union further argues that Winnebago County internal comparables support the Union's wage proposal. It notes that unionized County employees received at least 7.5% for 1983 and that non-represented full-time County employees, elected and others, also received at least 7.75% including the Sheriff who received a 1983 wage increase of 12.5%. The Union quotes at length from an arbitration decision of Arbitrator Frank Zeidler in a case involving the Walworth County Sheriff's Department (MIA-659) which gives special weight to internal comparables, particularly where a substantial increase was afforded to other county employees. Thus, for the Union, its Final Offer for wages is more reasonable because it is less than that received by all other County employees.

To support other portions of its Final Offer, the Union (1) notes that its proposal relating to "Use of Deadly Force" is already in effect in the form of an employer rule and was tentatively agreed to by the Employer during negotiations, (2) points to external comparability support for its retirement proposal, (3) labels the contract provision relating to sick leave accumulations as "unconscionable" and unsupported by internal or external comparables, (4) argues that its proposal regarding payment for required physical examinations places only a nominal financial burden upon the Employer while upholding the

important freedom for an employee to select his or her own medical examiner without financial penalty, (5) contends that its fair share language changes appropriately and incorporates recent administrative and judicial case law and properly treats probationary employees as full members of the bargaining unit, (6) deletes inappropriate contractual language relating to rules and regulations which the Employer may unilaterally adopt after providing a copy to the Union for information only, and, finally, (7) justifies the Union's proposal to increase the number of days for the filing of a grievance at Step 1 by use of external comparables and principles of harmonious labor relations.

In reply to the County's argument rejecting the City of Oshkosh Police Department as an appropriate comparable based upon a prior Winnebago County Sheriff's Department arbitration award (MIA-613) by Arbitrator Neil M. Gunderman, the Union points to a more recent award by Arbitrator Robert J. Mueller involving the Brown County Sheriff's Department (MIA-667) in which Arbitrator Mueller concluded that the City of Green Bay was an appropriate comparable where evidence established a significant overlap of working conditions and benefits.

For all the above reasons, the Union concludes that its offer should be selected as the more reasonable one.

#### The Employer

Like the Union, the Employer justifies its Final Offer primarily in terms of the wage component. The County primarily relies upon four external comparables, the Sheriffs' Departments of Fond du Lac, Manitowoc, Outagamie, and Sheboygan Counties, to support its 5% wage Final Offer. The County points to last year's arbitration award by Arbitrator Neil M. Gunderman involving these very same parties in which Arbitrator Gunderman concluded that the most significant comparables were the four counties listed above. As for internal comparability, the County notes that the other County bargaining units settled 1983 wages as the second part of a two year package almost two years ago. At that time, the other unions were willing to forego large 1982 increases for significant 1983 wage increases. The County was willing to agree to this in order to get the benefits of a two year settlement. Moreover, the economic outlook at that time was more favorable for such employee increases than at the present time when there has been a significant change in economic outlook. As for 1983 wages for elected County officials, the County notes that their 1983 wage increases are for a two year period beginning January 1983.

The County also submitted data to demonstrate that since 1980 bargaining unit members received the highest arithmetic total of percentage increases among all County bargaining units. Even more important, the County argues that the total value of its offer must be considered in this proceeding. This includes not only direct wage costs for increases but additional Employer costs for 1983 health insurance, increased retirement contributions and wage roll-ups. Thus, the Employer calculates the Union proposal to be close to 8%.

The County rejects the Union's external comparables as "too diverse in terms of municipal structure and delivery of municipal services." It rejects the argument that Oshkosh police officers and County Sheriff's Department employees share facilities thus justifying the inclusion of the City of Oshkosh as an appropriate comparable.

In addition to comparability arguments, the County points to other statutory factors which it believes support its Final Offer, particularly the CPI and the stability of employment for members of this bargaining unit where there have been no layoffs. It notes that filling recent vacancies has presented no recruitment problems; indeed, large numbers of candidates have been interested in Sheriff's Department employment.

Finally, in response to Union problems with the present contract language which states that "the association recognizes that the Employer may adopt and publish rules from time to time" subject to submission of such rules to the Union prior to the effective date for its information, the Employer stated that it hopes that bargaining unit members will continue to serve on an existing committee to review these rules and regulations and notes that any employee has a right to grieve under the contractual grievance procedure if the employee disagrees with the rules, according to testimony of Chief Deputy Sheriff, Edward Misch.

For all these stated reasons, the Employer believes that the arbitrator must select its offer based upon statutory criteria.

#### DISCUSSION

With the sole exception of health insurance premium increases to be paid by the County, there are no items agreed upon by the parties. There are a number of Union proposals, however, which the County has not contested in this proceeding. These include the five issues listed in Group II above (Union Proposals 1, 2, 5, 8, and 9 contained in Appendix B) and the four issues listed in Group III above (Appendix C) (contractual language which was tentatively agreed to by the County subject to a complete voluntary settlement). Even the contested items in Group I above (wages, retirement contribution maximums, and payment for required physical examinations by a physician of the employee's choice) include two items (retirement contribution maximums and physical exam payments) which reflect only a small economic difference between the parties.

It is apparent that the critical issue in dispute in this proceeding is 1983 wages for bargaining unit members. The parties are 2% apart. According to the Union's calculation, the difference between the two wage offers (7% v. 5%) is \$28,824. The County argues that this is too low since it fails to take into account wage roll-ups. The County calculates the difference between the two Final Offers, including roll-ups, to be \$42,845. The County's general costing approach which recognizes wage roll-ups as Employer costs (in addition to other Final Offer economic differences) is more realistic although some of the County's specific assumptions in calculating 1982 average wages are appropriately subject to Union criticism. Thus, the amount at stake in this proceeding, the difference between the two offers, is closer to the County's calculation than to that of the Union. In addition, the County correctly emphasizes total percentages which reflect the agreed upon health insurance premium increases to be paid by the County as well as wages, wage roll-ups, and other economic items.

In determining which of the wage offers is to be preferred under the statutory criteria set forth in Section 111.77(6) of the Wisconsin Statutes, the undersigned must note certain difficulties encountered in this proceeding.

The Employer has argued that the appropriate external comparables are the four counties named in the Gunderman award (MIA-613). The Union argues that the list of relevant external comparables is more extensive and should include additional counties as well as certain City police departments. Indeed, for the Union, the City of Oshkosh Police Department is the primary external comparable. Although there are few specific facts in the record to rely upon to compare communities and job duties, the undersigned favors the general approach of Arbitrator Robert J. Mueller in his recent award covering the Brown County Sheriff's Department (MIA-677). She cannot determine with any degree of specificity, however, the weight which should be given to particular external comparables except to conclude that the primary group of comparables must at least include the City of Oshkosh Police Department and the four counties named in the Gunderman award. Not only is the record exceedingly sparse to determine with any precision which are the appropriate external comparables, there is a similar paucity of information about hours worked, overall compensation, conditions of employment, etc. so that serious comparisons of the Final Offers herein with appropriate external comparable data is not possible in this proceeding except to state that there is some external comparability support for each Final Offer.

Therefore, internal comparability data must necessarily be closely scrutinized and be given great weight. The Employer has argued that because this bargaining unit has been treated generously in regard to general wage increases, Employer contribution to health insurance premiums, and retirement contributions in the past few years, a general wage increase of 5% for 1983 is justified. The Union points to the fact that most full-time County employees, unionized and unrepresented, received at least 7.5% for 1983 as strong justification for its 7% Final Offer for wages.

While it should be noted that recent increases of 7.75% or more for certain elected County officials underscore that this is not an inability (or difficulty) to pay case, these particular County pay raises do not advance the Union's cause in this proceeding since raises for managerial employees of the County are not directly relevant to pay increases for bargaining unit employees. (In addition, these increases are stated to be for a two year term.) Particularly pertinent, however, are the agreed upon wage increases for other bargaining units and for other full-time non-represented County employees. The County argues that 1983 wage increases averaging at least 7.5% for four other County bargaining are not directly relevant or comparable because these were the result of settlements almost two years ago when the County was agreeable to more generous wage increases for 1983 in order to get two-year voluntary agreements. The County also argues that the earlier economic climate with high inflation was more favorable to such raises than the current economic climate. These County arguments are considerably weakened, however, when it is noted that more recently, in late Fall 1982, the County determined to give to its non-represented, full-time employees (approximately 230) wage increases of at least 7.75%.

Based upon the above, it appears reasonable to conclude that internal comparability favors the Union's wage offer herein. The only remaining County argument that must be addressed is that historically, in the view of the County, this bargaining unit has been treated more generously than the other units not only as to wages but as to other fringe benefits such as Employer contributions to family health insurance coverage and County paid employee share of retirement costs. The latter is factually accurate although there is some dispute as to whether there has been a significant difference among the bargaining units as to negotiated percentages for wages over the past several years. In the absence of additional information that would justify disturbing existing, negotiated fringe benefit patterns of the various

bargaining units, the undersigned must conclude that in this proceeding, the Union's Final Wage Offer is more reasonable than the County's, primarily because of the County's voluntary wage policies for 1983 covering its represented and non-represented full-time employees.

The wage issue is determinative in this proceeding. The difference between the parties on the retirement contribution maximums is related to their wage final offers. As to the issue of Employer payment for required physical examinations, the County's position that it should pay only for annual or periodic examinations provided through the County's staff is reasonable except that when there is some need for referral follow-up or examinations by others, the County is not willing to pay. The Union wants all required examinations to be paid for by the County with the employee exercising complete freedom as to the physician making the examination. Since no evidence has been presented as to how this situation is handled elsewhere, the undersigned is unable to determine which of the parties' proposals is more reasonable.

AWARD

Based upon the statutory criteria contained in Section 111.77(6) of MERA, the evidence and arguments of the parties, and for the reasons discussed above, the arbitrator selects the Final Offer of the Union and directs that it be incorporated into the parties' collective bargaining agreement for 1983.

Dated: November 30, 1983  
Madison, Wisconsin

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June Miller Weisberger  
Arbitrator



WINNEBAGO COUNTY FINAL OFFER

Article 26 - Hazardous Classification

All employees represented by the bargaining unit shall be classified as members of a Hazardous Occupation as defined under Chapter 41 of Wisconsin Statutes. As such, each employee shall be required to maintain an acceptable level of personal physical fitness.

As a condition of continued employment, each employee shall be required to undergo an annual or periodic physical examination provided through the Department's examiner, at the County's expense, or at his/her option, to undergo physical examinations at the same required frequency with a physician of his/her choice at the employee's expense. Each employee shall submit satisfactory evidence of examination completion and evidence of any follow-up or referral examination completion to the Department.

A physical fitness committee composed of three (3) Association members and three (3) County members will meet and make recommendations to the Department regarding employee physical fitness standards and physical fitness programs.

ASSOCIATION FINAL OFFER

Article 26 - Hazardous Classification

All employees represented by the bargaining unit shall be classified as members of a Hazardous Occupation as defined under Chapter 41 of Wisconsin Statutes.

As a condition of continued employment, each employee may be required to undergo an annual or periodic physical examination at the County's expense. A Physical Examination Verification Form is to be submitted to the Department following completion of the exam.

Appendix A

PROPOSAL 1.

The Association proposes that Step 1 of the grievance procedure be expanded from three (3) days to ten (10) days.

PROPOSAL 2. *ARTICLE 12 - SICK LEAVE WITH PAY*

Delete the paragraph which reads as follows:

"In any calendar month in which an employee is on sick leave, not requiring a physician's statement as provided herein, said employee shall not receive his/her one (1) day accumulation of sick leave for that month unless the employee has thirty (30) or more days accumulation or furnishes a statement signed by a physician certifying as to sickness."

PROPOSAL 5.

Article 23 - Fair Share Agreement

Delete the entire article and replace with the following.

"Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed, age or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article wherever the Commission finds that the Association has denied an employee membership because of race, age, color, creed or sex.

The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Association equivalent to the uniform dues required of members of the Association.

The County agrees that on the first paycheck of every month it will deduct from the earnings of all employees in the collective bargaining unit covered by this Agreement, the amount of money certified by the Association as being the monthly dues uniformly required of all employees. Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. Deductions shall be made each month, and the total of such deductions shall be paid to the Association.

The County shall not be liable to the Association, employees or any party by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions from employees' wages earned.

The County shall be indemnified and held harmless against any and all claims, demands, suits, orders, judgments or other forms of liability against the County that arise out of its compliance with this Article.

The Association agrees to certify to the County only such Fair Share costs as are allowed by law and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The

*Appendix B*

"Association agrees to inform the County of any change in the amount of such Fair Share costs thirty (30) days before the effective date of the change. The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which will allow those employees to challenge the Fair Share amount certified by the Association as the cost of representation and receive where appropriate a rebate of any monies determined to have been improperly collected by the Association."

PROPOSAL 8.

Article 31 - Evaluation Reports

Article 31 should be retitled and redrafted to read as follows:

"Evaluation reports of an employee shall be submitted to the evaluated employee in final form. The evaluated employee may attach his/her response to the evaluation pursuant to 103.13 of the Wisconsin Statutes."

PROPOSAL 9.

Create new Article -"Death or Injuries Caused By The Use of  
Deadly Force"

Death or injuries caused by the use of deadly force shall constitute a leave of absence under the following conditions:

- A. The Sheriff, Chief Deputy and Assistant Chief Deputy will be notified immediately.
- B. The officer involved will surrender the weapon used in the incident to the officer handling the initial investigation at the scene.
- C. An investigating team consisting of one administrator, one detective, and one patrolman shall be appointed by the Sheriff to thoroughly investigate the entire incident.
- D. The officer will be placed upon immediate leave with pay until the matter has been investigated. Upon conclusion of the investigation, a ruling will be given by the Sheriff, or in the event of death, by the Coroner or a Coroner's jury.
- E. The officer shall document all incidents leading to and including the actual incident in which injuries or death were caused.
- F. All of the findings of the investigating team shall be made available to the Sheriff upon the conclusion of the investigation.
- G. If, after conferring with the District Attorney, the Sheriff rules there is no gross negligence on the officer's part, he shall then be returned to active duty, and his weapon returned.
- H. An explanation of the entire incident, including the final disposition of the matter, shall be placed in the officer's personnel file.
- I. If the incident involves death or great bodily harm to any person, before returning to active duty the officer shall be required to participate in psychological counseling and evaluation. This service shall be made available to any other officer who may be involved in the incident.

Appendix A

ARTICLE 1 - RECOGNITION & UNIT OF REPRESENTATION

The County hereby recognizes the Association as the sole and exclusive bargaining agent with respect to hours, wages, and other conditions of employment for all regular full-time employees employed by Winnebago County in its Sheriff's Department, including Sergeants, Detectives, Juvenile Officers, Corporals, Police Officers, and Corrections Officers, but, excluding from the unit of representation, the Chief Deputy, Assistant Chief Deputy, Captain, Lieutenants, clerical employees, and any part-time employees in the Department.

This recognition clause shall be construed to apply to employees and not to work. It shall not limit the County's right to contract out work or to transfer work to other employees not included within the aforementioned unit when the nature or amount of work changes.

Appendix B

ARTICLE 5 - GRIEVANCE PROCEDURE

Step 3. If the grievance is not settled at Step 2, the Association shall present a written notice of intent to arbitrate to the Director of Personnel within ten (10) workdays (holidays and weekends not to be construed as workdays) after the issuance of the Director of Personnel's written response at Step 2.

If such notice is not presented within the specified time period, the grievance shall be deemed abandoned and shall not, thereafter, form the basis of a grievance between the parties hereto.

Upon receipt of notice of intent to arbitrate, the parties shall arrange to arbitrate the grievance in accordance with procedures established by the Wisconsin Employment Relations Commission (WERC). The arbitrator shall be selected from a list of five (5) professional arbitrators provided by the WERC, and his/her decision shall be binding on both parties except for judicial review.

The cost of the arbitrator and transcript, if any, shall be shared equally by the parties. Any other out-of-pocket expense incurred by the respective parties shall be paid by the party incurring the cost.

Appendix C

Appendix C

New Article to follow Article 9 of the contract.

VOLUNTARY TRANSPORT

Officers who voluntarily transport out-of-state prisoners on their regularly scheduled days off shall receive compensatory time on an hour for hour basis. This includes travel time, but excludes rest and meal periods when the officer is not accompanying the prisoner(s). Officers taking such duty will have the same liability coverage as when they are normally working.

Appendix D

CURRENT UNIFORM ALLOWANCE ITEMS ALLOWED:

Stetson (felt & straw)	Trouser belt
Stetson accessories (acorns)	Sport Coat or Suit (Plain Clothe
Fur hat	Sweater & sweater vest ( " " )
Winter Jacket	Overcoats (Plain Clothes)
Spring/Summer Jacket	Sam Browne & leather accessories
Long-sleeved shirt	Reloaders (within case)
Short-sleeved shirt	Whistle & chain
Trousers	Brief case
Shoes	Clipboard
Boots	Raincoat
Gloves	I.D. Wallets
T-shirts	Bullet-proof vest
Ties	Tie clasp
Badges	Handcuffs
Name bar	Citation Book Carrier
Socks	

It was decided that handcuffs and the citation book carrier would be allowed because they are part of the officer's equipment used to perform his job-related duties.