

MINUTES OF MEETING OF JUDICIARY & LAW ENFORCEMENT COMMITTEE
July 6, 2016
KCAB 2ND FLOOR COUNTY BOARD COMMITTEE ROOM

Members Present: Leah Blough, Greg Retzlaff, Jeff Wamboldt, Mike Skalitzky, Boyd Frederick, YIG Sydney Robson, YIG Madelyn Lacroix

Others Present: Kim Breunig, Dan Esposito, John Poole, Capt. Robert Hallisy, Robert Riedl

Meeting Called to Order: 6:30 p.m. by Chairwoman Leah Blough

Citizen Comments: 6:30: None

Supervisor Comments: 6:31: None.

Chairwoman Comments: 6:31: None

Approval of the Minutes from June 1, 2016 and June 7, 2016:

Motion by: Wamboldt **Seconded by:** Retzlaff **Approved:** unanimously

Resolutions from the Kenosha County Sheriff's Department:

- 1) Cabaret License – Grumpy's Pub & Grill

RESOLUTION TABLED

Motion by: Skalitzky **Seconded by:** Retzlaff **Approved:** unanimously

6:32: Capt. Hallisy attended the meeting on behalf of Capt. Weyker. Hallisy explained that this is a conversion from a probationary license to a regular license. There were no calls for service during the probationary period. Supr. Retzlaff asked if there were any issues in the past. Hallisy replied no, this establishment is a quiet, neighborhood business. Supr. Breunig reported that she lives in the area of Grumpy's, and that there is a sign that says the business is closed. Consequently, the resolution was tabled for further investigation.

- 2) FY 2016 Law Enforcement Justice Assistance Grant (JAG)

Motion by: Skalitzky **Seconded by:** Retzlaff **Approved:** unanimously

6:35: Capt. Hallisy presented the resolution to accept \$12,230 from the federal Law Enforcement Justice Assistance Grant. This is our portion of a 60/40 split with the City of Kenosha. No local match of funds is required. Money will be used to augment and improve the TASER system.

- 3) Resolution to Approve the Successor Labor Agreement between the County of Kenosha and the Kenosha County Deputy Sheriff

Motion by: Frederick **Seconded by:** Wamboldt **Approved:** 3 to 2
Nays: Skalitzky and Retzlaff

Robert Riedl explained that this is the last group of County Employees that have an active union with negotiation rights, which all groups had in the past. He believes this is a good contract that is in affect through 2019. Wage increases are 2% in both 2017 and 2018 and 3% in 2019; all occurring mid-year. Starting wages also were increased. In return, the County will no longer pay \$1,000 bonuses and there will no longer be shift differential pay. The probationary period was extended to one year from the first day of phase one of the Field Training Officer Program. Deputies can now only use one casual day at holiday times to ease pressure. An increase of the overtime pool to 30 from 25

was made. New language was enacted to better manage self-swaps. YIG Robson asked if all parties agreed on this contract. Reidl affirmed. YIG Lacroix asked why Section 18.6 was eliminated. Reidl replied that it was superfluous language. Robson asked if the elimination of the bonuses would affect those already in the process. Reidl replied no.

Supr. Skalitzky asked about the lack of financial details of the medical plan and costs. Reidl explained that this is vague purposefully. Very specific language in the past has caused many issues such as with each copay. The language is now generalized to “provide with a comprehensive medical plan.” Skalitzky asked if negotiations included payments towards premiums or spousal waivers. Reidl replied no. Skalitzky inquired as to the significance of 12/31/08 for medical coverage. Reidl explained that deputies that retired prior to 12/31/08, froze with the benefits at that time. They still have retired deputies that pay \$5 for prescriptions and have a maximum of five copays per year. Language after 12/31/08 was changed to read that retirees get the same benefits as working deputies.

YIG Lacroix asked if there are any plans for maternity. Reidl replied that this is covered in the medical plan; both medical benefits and time off. YIG Robson asked if they are allowed off prior to the birth. Reidl stated that this is determined by doctor orders. Sometimes deputies are assigned to modified duties. Supr. Poole asked how many retired and active deputies there are at this time. Reidl offered only a guess of about fifty retired and ninety active.

Supr. Retzlaff stated that he struggles with no contributions towards healthcare premiums. He believes that all employees should contribute more. Deputies pay nothing towards health premiums. If 10% was collected from each, this would generate \$530,000 or \$269,000 with a 5% contribution. He understands that this was not part of the negotiations but thinks it should have been. If it were his choice they would go back to negotiations. He understands that they have high deductibles. Racine County contributes 15%, however, they have only a \$200 deductible. Kenosha has deductibles of \$2,400 for single and \$4,800 for family.

Skalitzky commented that the contract goes into effect on 1/1/17. He asked if it is normal to negotiate and bring this forth so far in advance, and asked if it was a lengthy and civilized process. Reidl stated that there is no reason that they could not have started later. In comparison to past negotiations, this negotiation was easy and cordial within all areas of representation.

Skalitzky stated that there is a disconnect between Kenosha County benefits and what constituents get. He wrestles with this too and needs to look after the taxpayers. No contribution increases have been proposed and this is a three-year contract; they can't go back. He would like to have seen medical addressed.

Supr. Wamboldt asked why step two was increased for new deputies. Reidl replied for competitive reasons. We are paying less than the City of Kenosha. Wamboldt stated that we need to balance between safety and finance. He has been told by a member of the Sheriff's Association that 30% of deputies are not retained and asked if this is correct. Capt. Hallisy confirmed and stated that it may be greater. Wamboldt stated that this is concerning. There is a great expense involved with hiring and training. He stated that he will support the contract, however, would like better tracking of exit reasons. This could help with modifications needed for the future. Supr. Esposito interjected that the new Jail Management System coming will have this information, which should enable easier tracking. Wamboldt continued that the contract requires more money so they need to find ways to offset this.

Supr. Frederick commented that he shares the same thoughts as Supr. Wamboldt.

YIG Lacroix asked who was on the negotiation team. Reidl replied detectives, deputies, the Sheriff, Chief Deputy, Captains, himself, and Mr. Cardamone from Corporation Counsel.

Capt. Hallisy stated that the Sheriff and Administration support the negotiations. Negotiations were cordial and deputies accepted the changes well, such as limiting casual time during holiday times. The family deductible is \$4,800 per year, which is \$400 per month. This is much greater than contributions made towards premiums. Retzlaff rebutted that if you do not go to the doctor, you pay

nothing. Premium contributions are a hard budgetable figure. Hallisy stated that everyone he knows has families or are older; need care; and go through the deductible annually. Retzlaff stated that all health insurance costs go on the tax levy. He stated he has constituents that pay \$5,000 deductibles and 10% of their premiums. Hallisy stated that he understands, however, that neighbor does not do what he does.

Reidl stated that insurance is a mandatory subject of bargaining. If brought forth, then other items would need to be brought forth to offset. Arbitrators rule for offsets. Another mandatory subject is pension contribution. If this was brought forth there would need to be an offset. Wamboldt asked if new hires pay the employee portion of pension. Reidl affirmed since Act 10; others were grandfathered. Retzlaff stated that even if a 10% raise was offered to offset a 10% premium contribution, we would be ahead. Skalitzky said that if this goes through, they have the responsibility to hold the line by taking from other groups. He said he wants to be fair to everyone. He agrees that this is a different class of employees.

Supr. Frederick stated the Sheriff's budget is 56% of the levy. He expressed concern for the department and asked Skalitzky if he was saying that if deputies get this; the Sheriff will have to cover from elsewhere within his budget. Retzlaff replied that if they are told to cut, they have to cut.

Esposito commented about the option to give a 10% wage increase. This would not include additional expenses that go along with increasing wages; such as pension contributions, FICA, etc. This situation has been here for decades. He appreciates the discussion and realizes that this is the way to move forward. Skalitzky reiterated his concern with the three-year commitment. If annual, it could be re-examined. The Sheriff is a core function of government. We need a safe environment and we count on them. If employees do not like conditions, they go elsewhere.

Robson asked Retzlaff if he would go back and re-negotiate. Retzlaff replied that if it was his choice, he would, however, with twenty-three supervisors he doubts this will happen. He stated he would probably vote against the contract. Esposito stated that if this would go back to negotiations, there would be legal aspects and great expense. Lacroix asked what happens if this resolution is not passed by Judiciary and Law. Reidl replied that it was already passed by Finance so it will go forth regardless; it would just go without the recommendation of the Judiciary and Law majority. If the full County Board does not approve the resolution; they would then need to go back to negotiations. Skalitzky stated that it would be helpful to run some scenarios of what type of offsets they would ask for. Reidl stated that the profile of the deputies is changing because everyone starting after 2011 is contributing to their pension.

Any Other Business Allowed by Law: 7:25: None

Meeting Adjourned: 7:25 on motion by Skalitzky; seconded by Retzlaff

Respectfully Submitted,

Donna L. DeBree