

**Village of Somers  
7511 12th Street  
Somers, WI 53171**

**Village Board Meeting  
Agenda  
Tuesday, September 23, 2025  
5:30 p.m.**

<b>Village Board Meeting:</b>	
<b>Item #</b>	
1	Call to order
2	Pledge of Allegiance
3	Consent and Approval of Minutes of Regular meetings on September 9, 2025, and Vouchers dated September 11 & 17.
4	Correspondence:
5	Citizens Comments
6	President and Trustee Comments
7	Motion to approve Resolution for Bear Development's request to vacate a dedicated public right of away and release from Developer's Agreement between Somers for the former Willow Creek Condominium project (Parcels 82-4-222-151-0560, 82-4-222-151-0561, 82-4-222-151-0563)
8	Motion to approve Resolution Authorizing the Village Administrator to Sign Engagement Letters for Legal Services
9	Motion to approve 2026 – 2028 Collective Bargaining Agreement with the Firefighter/EMT Employees, Local 4831-IAFF
10	Action on Operator's Licenses: Josephine Franklin, Edie Hamilton, Kiera Crawley, Ryan Ridley
11	Motion to convene into Closed Session for the purpose of discussing with legal counsel regarding threatened or pending litigation pursuant to Section 19.85(1)(g), Wis. Stats., specifically litigation involving Ordinance violation (Roll call vote required)
12	Adjourn

I hereby certify that as the designee of the chief elected official of the Village of Somers, I posted this notice of the September 23, 2025 Village Board Meeting Agenda in 1 public place & on the Village website.

Dated this 19 day of September 2025  
Original Post Date: September 19, 2025

Wendy Burnette, Clerk-Treasurer

Requests from person with disabilities who need assistance to participate in this meeting should be made to the Clerk's Office at 262-859-2822 with as much notice as possible. **Notice is hereby given that members of the Village Board may participate telephonically. Notice is hereby given that members of the Town Board may be in attendance for the sole purpose of gathering information. A quorum may be present. However, no Board action will be taken.**

**Village of Somers  
Proceedings from the Regular Board Meeting September 9, 2025**

Wendy Burnette Clerk Treasure called the meeting to order at 6:09 p.m.

Trustee Smith nominated Trustee Harbach to serve as President Pro tem.

Trustee Ben Harbach led the Pledge of Allegiance.

Present: Trustees Ben Harbach, Joe Smith, Jackie Nelson, and Scott Fredrick. President Stoner, Trustee Karl Ostby, and Jack Aupperle were excused. Also present: Administrator Jim Hurley, Clerk/Treasurer Wendy Burnette, Assistant to the Administrator Kevin Poirier, Chief Andersen and Interim Attorney Duquette.

**Consent and Approval of Minutes of Regular meetings on August 26, Vouchers dated August 28 and September 4, August ACH Payments, August Building Report and July Investment Statements**

Trustee Smith moved to approve the Minutes of Regular meetings on August 26, Vouchers dated August 28 and September 4, August ACH Payments, August Building Report and July Investment Statements

Seconded by Trustee Nelson.

Motion carried.4-0 vote.

**Correspondence:**

None

**Citizen Comments**

Paul Graf, 3119 4<sup>th</sup> Street, Kenosha, WI 53144 Addressed the board to express his disappointment and concern regarding the recent removal of several trees from his property by order of the Village of Somers. Mr. Graf, a long-time arborist since the age of 17 and a resident of Somers for over 12 years, stated that he received an urgent call from his wife last Tuesday, urging him to return home immediately due to activity occurring on the edge of his property. Upon arriving, Mr. Graf observed that the largest tree on his property was lying across the road and that a tree service company was in the process of removing it along with four additional trees. When he inquired about what was happening, he was told that the Village of Somers had authorized the removal due to the trees being located within the right of way and due to an ongoing culvert project. While Mr. Graf acknowledged the importance of infrastructure improvements, he expressed deep frustration and hurt over not being notified in advance about the tree removal, especially considering his long-standing and emotional impact of the situation and invited everyone interested to visit his property to better understand his perspective.

Trustee Nelson asked for clarification, inquiring whether the removed trees were obstructing the road?

Mr. Graf continued by stating that he understood the need to address the culvert and acknowledged that some trees likely had to be removed as part of the project. However, he expressed deep frustration over the lack of communication from the Village regarding the work. He described the shock of arriving home to find one of his largest trees laying across the road, which left him extremely upset and emotional. Mr. Graf recounted conversation with a woman on site at the Village who mentioned that law enforcement might need to be called due to his reaction. He responded that he welcomed the sheriff's involvement, as he wanted them to be aware of what occurred on his property. Mr. Graf emphasized that he was jittery and visibly shaken by the experience, reiterated how much he loves living in Somers and how important his property is to him. He urged the Village to improve communication with residents, especially regarding major changes or projects that directly impact private property. I love Somers and I love my place. Just please keep us informed especially something that major.

Trustee Fredrick noted that this was the first time the board heard about the incident, which is why he requested Mr. Graf's name and address. He added that there would be follow up questions and a review of protocols related to the situation.

Mr. Graf concluded by expressing his affection for the Village, stating, "Love you all."

The Trustees thanked Mr. Graf for sharing his comments and concerns and acknowledged the importance of resident feedback.

Brian Gallagher, 264 7<sup>th</sup> Place, Kenosha, WI 53140 provided a brief background on status of 7<sup>th</sup> place which borders Overlook Park. He stated that the road is privately owned by 4 residents-himself, Richard Meyer, Dennis Tish, and Nickolai DeRose. Each owning 15b ft in width and 50 feet in length. The remaining half of the road is owned by The Wisconsin Department of Transportation (DOT). The road, although classified as private, leads directly to Overlook Park. Which is maintained by the Village of Somers but owned by the DOT. Mr. Gallagher expressed concern that despite its classification as a private driveway, the public is being encouraged to use it to access a public park 7<sup>th</sup> place is serviced municipal maintenance. He noted the road is gravel and lacks proper maintenance. Due to liability issues he and other property owners are not able to plow the road or hire contractors to do so. He recalled the road being plowed once last winter., requiring only one-ton truck and two passes. Mr. Gallagher emphasized that it is uncommon for a private road to serve access to a public park in the state of Wisconsin. The park is maintained by the Village of Somers even though it is owned by the Department of Transportation. He has contacted Senator Wirch and Representative McGuire and urged them to discuss the matter with President Stoner. However, no progress has been made. The DOT, represented by Richard Olsen has shown no interest in maintaining the road. There was four incidents last winter where mail

delivery was disrupted due to unplowed conditions. Mr. Gallagher referenced a newly adopted ordinance incorporating Wisconsin's trespassing statute, which now allows residents to post and cite individuals for trespassing if they use the private road. However, he prefers to avoid that route and hope for collaborative solution specifically requesting the Village to plow the road. He concluded with expressing frustration that not all stakeholders have been involved in the discussion, and urged the board to consider this matter before another winter causes further issues.

Trustee Harbach and Trustee Nelson both acknowledged the concern and recommended to place it on agenda for a future work session.

Trustee Harbach asked Administrator Hurley to put on next work session.

Trustee Ostby asked Brian to confirm his address.

Trustees thanked him for his comments.

Ted Terletzky, 9015 12th Street, Kenosha, WI 53144 returned to voice his concerns regarding the water main project, Specifically the design flaws within what he referred to as the Pritko loop. He noted that, based on both the engineers reports and the Baxter & Woodman report, the current plan lacks the capacity to support Shoreland High School's fire flow needs. He criticized the proposal to install a water main for the 100<sup>th</sup> Avenue to Hwy H, stating it will not resolve the existing capacity issues. Instead, the recommended solution was a main that runs from the post office to 100<sup>th</sup> Avenue. Mr. Terletzky claimed this alternative was discussed at a previous work session but was later removed from consideration without explanation. He expressed concern over the costs being placed on homeowners \$266 per linear foot. With his own estimated contribution totaling \$42,000. His neighbors are expected to pay as much as \$160,000, while Shoreland High School's share could exceed \$500,000. Mr. Terletzky argued that the proposed water main would not adequately solve the underlying infrastructure problems. He called into question the use of TID (Tax Increment District) funds, referencing a previous \$2million allocation to Golden Oil, and suggested similar funds should support homeowners to reduce their financial burden. Mr. Terletzky further argued that if the infrastructure benefits the public specifically the TID and overflow fire flow then special assessments may not be legally applicable under Wisconsin law. He requested to be invited to the next work session with Baxter & Woodman present so that he could ask questions directly. He concluded by urging the board to implement a long-term water infrastructure plan that supports future development and serves the community effectively.

#### President and Trustee Comments

Trustee Fredrick reported receiving numerous complaints about the condition of Hwy E between Hwy 31 and JR, particularly concerning the culverts. He contacted President Stoner regarding the issue, and although the county made temporary

improvements, the road remains in poor condition. He described it as “worse than Chicago” and requested further investigation into a long-term fix.

Trustee Harbach noted that the issue falls under county jurisdiction.

Trustee Fredrick acknowledged the clarification.

Trustee Harbach also that the board was operating with a skeleton crew during the meeting, as both the chairman and two trustee were absent.

**Discuss and possible action on proposed Resolution 2025-011, a Resolution of the Village of Somers Board of Trustees to recognize the efforts and congratulate Adam Haas on his 2025 GAMMA Youth MMA World Championship and past awards.**

Trustee Harbach asked if Adam was present and invited him to come forward, encouraging him to bring his friends and family up to be recognized and to take photos. Trustee Fredrick added, “Friends and family, please feel free to join”.

Assistant Administrator Poirier asked if the board would like to be included in the photo as well.

Trustee Fredrick asked Adam Haas to speak, asking him to share a few words about his recent accomplishment and what inspired him to get involved in MMA. What made you get into MMA.

Adam Haas began by sharing his recent accomplishments I Mixed Martial Arts (MMA). He explained that he traveled to California to compete for Nationals and won there, and that help, where he won the championship. The victory helped set him up for his first appearance at the Abu Dhabi World Championship, where he won first time world championship. Later, he went and fought for the GAMMA nationals and won that. Then went to world for GAMMA won once and got injured the second time before nationals and let him join and again for the third time won. place, becoming a World Champion. He then went on to compete in the GAMMA (Global Association of Mixed Martial Arts) Nationals, where he won his first time, sustained an injury during his second appearance, but returned for a third time and won again.

Trustee Harbach asked: “What is GAMMA Youth MMA? What is this wrestling or boxing? Can you describe it for us?”

Adam Haas stated its mixed marital arts. Its mix of all martial arts. Adam Haas responded that it was Mixed Marital Arts a combination of various martial arts disciplines, including ju-jitsu, striking wrestling designed to determine the best all-around fighter.

Trustee Harbach followed up: “How did you get interested in this, if you don’t mind me asking?”

Adam Haas replied that it was his father who introduced him to the sport.

Trustee Nelson asked if Adam's father was present at the meeting.

Trustee Fredrick then read a draft resolution recognizing Adam's achievements and noted that a formal award would be presented once finalized. He commended Adam, stating, "We are very proud to have a student from Somers. While I know you are technically a resident of Caledonia or Mount Pleasant, you are still valued member of the community. We wish you continued success keep grinding. His coach was right behind him, Dave Strasser, who is also a world known MMA fighter.

Trustee Fredrick also acknowledged Adam's coach, Dave Strasser, a world-renowned MMA fighter, who was present at the meeting.

Trustee Frederick added a comment to Paul Scriver: "Keep recruiting kids like this!"

Mr. Scriver spoke next, expressing gratitude to the Village of Somers and Trustee Fredrick for leading the initiative. He noted, "This is a big deal for Adam, his family and Shoreland. We're proud. It's a blessing to be a part of a community that educates the education of 466 students, and Adam represents the values and excellence we strive for. Thank you, Adam."

Trustee Frederick concluded by requesting that this recognition be published in the Kenosha News and asked Assistant Administrator Poirier to follow up accordingly.

**Action on application for Special Event Permit from Palmen Auto Stores for their Employee Family Picnic, at Hawthorn Hollow located at 880 Green Bay Road, Kenosha WI 53144**

Trustee Smith moved to approve application for Special Event Permit from Palmen Auto Stores for their Employee Family Picnic, at Hawthorn Hollow located at 880 Green Bay Road, Kenosha WI 53144

Second by Trustee Nelson

Trustee Nelson asked Clerk Burnette if everything was good with this application. Clerk Burnette explained that this company has held this annual event for many years and there have been no problems.

Motion carried. 4-0 vote

**Action on Operators Licenses: Olga Rivera-Berrios, Tessa Mitchell and Jewel Noble**

Trustee Smith moved to approve Operators Licenses: Olga Rivera-Berrios, Tessa Mitchell and Jewel Noble

Second by Trustee Nelson

Trustee Nelson asked Clerk Burnette if everything was good with these applications. Clerk Burnette stated that all applicants passed the background checks.

Motion carried. 4-0 vote

**Motion to convene in Closed Session per Wisconsin State Statute 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee(s) over which the governmental body has jurisdiction or exercises responsibility, specifically the 2026 – 2028 Collective Bargaining Agreement with the Firefighter/EMT Employees, Local 4831 – IAFF.  
(Roll call required)**

Trustee Fredrick Aye, Jackie Nelson Aye, Ben Harbach Aye and Joe Smith Aye.

**Reconvene in Open Session (Roll call vote required)**

Trustee Fredrick Aye, Jackie Nelson Aye, Ben Harbach Aye and Joe Smith Aye.

**Adjourn**

Trustee Fredrick moved to Adjourn at 7:15 pm.

Seconded by Trustee Nelson

Motion carried. 4-0 vote.

Drafted this 11th day of September by Wendy Burnette Clerk/Treasurer. These minutes are not official until approved by the Village Board.

09/11/2025 01:53 PM  
User: HKRUK  
DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS  
CHECK DATE FROM 09/11/2025 - 09/11/2025

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
09/11/2025	POOL	276(E)	VERIZON	VERIZON WIRELESS	227.45
09/11/2025	POOL	65245	HOP001	ANDREA & ORENDORFF LLP	7,185.95
09/11/2025	POOL	65246	AT&TMOB	AT&T MOBILITY	3,005.10
09/11/2025	POOL	65247	SPECTRUM	CHARTER COMMUNICATIONS	139.98
09/11/2025	POOL	65248	COLUMNS	COLUMN SOFTWARE PBC	118.97
09/11/2025	POOL	65249	DAV001	DAVISON LAW OFFICE, LTD	13,358.00
09/11/2025	POOL	65250	FFP001	FLANNERY FIRE PROTECTION	255.00
09/11/2025	POOL	65251	GENCOM	GENERAL COMMUNICATIONS INC	1,814.20
09/11/2025	POOL	65252	HINCKLEY	HINCKLEY SPRINGS	68.94
09/11/2025	POOL	65253	IPRINT	IPRINT TECHNOLOGIES	118.00
09/11/2025	POOL	65254	JOHNS	JOHNS DISPOSAL SERVICE INC	1,950.00
09/11/2025	POOL	65255	JHW001	JOHNSON HEALTH & WELLNESS	5,830.00
09/11/2025	POOL	65256	ACEHARDWAR	KENOSHA ACE HARDWARE	7.95
09/11/2025	POOL	65257	KWU004	KENOSHA WATER UTILITY	553.95
09/11/2025	POOL	65258	RWU001	RACINE WATER & WASTEWATER UTLY	433.21
09/11/2025	POOL	65259	AMOCO	SOMERS AMOCO	958.87
09/11/2025	POOL	65260	STAFFORD	STAFFORD ROSENBAUM LLP	390.00
09/11/2025	POOL	65261	USPOST	US POSTMASTER	652.86
09/11/2025	POOL	65262	VPLPR	VILLAGE OF PLEASANT PRAIRIE	4,883.97
09/11/2025	POOL	65263	WEE001	WE ENERGIES	97.59
09/11/2025	POOL	65264	WEE002	WE ENERGIES	87.02
09/11/2025	POOL	65265	WEE002	WE ENERGIES	1,972.70
09/11/2025	POOL	65266	WIHUMANE	WISCONSIN HUMANE SOCIETY	926.88

POOL TOTALS:

Total of 23 Checks:	45,036.59
Less 0 Void Checks:	0.00
Total of 23 Disbursements:	45,036.59

09/17/2025 11:10 AM  
User: HKRUK  
DB: Somers

CHECK REGISTER FOR VILLAGE OF SOMERS  
CHECK DATE FROM 09/17/2025 - 09/17/2025

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank POOL POOLED CASH					
09/17/2025	POOL	277(E)	KWIKTRIP	KWIK TRIP INC	4,868.59
09/17/2025	POOL	278(E)	SAMSMC	SAM'S CLUB MC/SYNCB	2,389.93
09/17/2025	POOL	279(E)	WID002	WI DEPT OF JUSTICE	288.00
09/17/2025	POOL	65270	BTM001	BOUND TREE MEDICAL LLC	1,631.36
09/17/2025	POOL	65271	CSC001	CENTURY SECURITY	35.00
09/17/2025	POOL	65272	TRI-VISA	ELAN FINANCIAL SERVICES	332.68
09/17/2025	POOL	65273	KCSHERIF	KENOSHA CO SHERIFF DEPT	71,531.24
09/17/2025	POOL	65274	MTP001	MT PLEASANT SEWER UTILITY	37,845.00
09/17/2025	POOL	65275	PAT001	PATS SERVICES INC	100.00
09/17/2025	POOL	65276	KNS001	THE KENOSHA NEWS	399.00
09/17/2025	POOL	65277	REFUND UB	VICTORIA KIRYKOWICZ	218.56
09/17/2025	POOL	65278	REFUND UB	VILLAGE OF SOMERS	30.00
09/17/2025	POOL	65279	VILLSOM	VILLAGE OF SOMERS	60,437.29
09/17/2025	POOL	65280	WEE001	WE ENERGIES	16.94
09/17/2025	POOL	65281	WEE001	WE ENERGIES	182.74
09/17/2025	POOL	65282	WEE001	WE ENERGIES	10.71
09/17/2025	POOL	65283	WEE001	WE ENERGIES	98.91
09/17/2025	POOL	65284	WEE001	WE ENERGIES	144.85
09/17/2025	POOL	65285	WEE001	WE ENERGIES	5,904.77
09/17/2025	POOL	65286	WEE001	WE ENERGIES	302.64
09/17/2025	POOL	65287	WBURNETTE	WENDY BURNETTE	150.00

POOL TOTALS:

Total of 21 Checks:	186,918.21
Less 0 Void Checks:	0.00
Total of 21 Disbursements:	<u>186,918.21</u>



**VILLAGE OF SOMERS  
VILLAGE BOARD  
MEETING ITEM MEMORANDUM**

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**WORK SESSION:** September 23, 2025

**TO:** Village President Stoner and Board of Trustees

**PREPARED BY:** Kevin Poirier, Assistant Administrator

**REVIEWED BY:** Jim Hurley, Village Administrator

**AGENDA ITEM:** #7 Action on Resolution 2025-012 for Bear Development's request to vacate a dedicated public right of way and release from Developer's Agreement between Somers for the former Willow Creek Condominium project (Parcels 82-4-222-151-0560, 82-4-222-151-0561, 82-4-222-151-0563)

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**BACKGROUND:**

In 2006, the Town of Somers entered into a Developer's Agreement with Bear to develop the Willow Creek site as a condominium project. In 2009, a CSM was recorded that dedicated public right of way for the project. This project never moved forward for a variety of economic reasons.

Bear Development has been working with the Village for several years to bring a project to their Willow Creek site located on CTH E. In 2024, they presented a concept plan for that would have included 33 single-family lots and 32 duplexes. Since this time, the Developer has decided that they wanted to pursue the Willow Creek site with only single-family homes. The Preliminary Plat was approved, and they are in the process of submitting their final plat to the Plan Commission.

In preparation for their upcoming plat submission, Bear Development has requested that the public right of way that was dedicated be vacated. This will allow them to "reconfigure" right of way that will be necessary for their single-family project.

**UPDATE:**

Attorney Davison prepared a Release of Right-Of-Way document that when reviewed by the developer. It was found to not conform to 66.1003, Wis. Stats. Updated documents were prepared to achieve the vacation of the roadway and a corresponding Resolution.

COMMENTS:

Staff recommend that the right of way be vacated, and the resolution be approved so this new project can move forward in a timely manner.

This was discussed at our September 16, 2025 Village Work Session

ATTACHMENTS:

Bear Development Letter dated Feb. 18, 2025

Warranty Deed

Proposed Resolution

Willow Creek Court Survey



*Providing Creative Real Estate Solutions to Build Better Communities*

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February 18, 2025

Mr. Jason Peters,  
Village of Somers Administrator  
7511 12th Street  
Somers, WI 53171

Dear Mr. Peters:

Bear Development LLC is pleased to submit this letter and the enclosed submittal materials as formal application for Right of Way Vacation for Willow Creek Court, a dedicated public right of way within the Village of Somers. Bear Development is acting on behalf of the owner of record, Berwick Properties, Inc.

**Project Summary**

Berwick Properties Inc. is the owner of record of approximately 40.05 acres of land in the Village of Somers, commonly known as Willow Creek. The property is located on the south side of CTH E, approximately 1000' west of the intersection of STH 31 and CTH E.

In 2009, the subject property was divided into three (3) separate parcels by Certified Survey Map No. 2556 to accommodate a proposed condominium development. The CSM also served to dedicate Willow Creek Court for public street purposes.

For a variety of reasons, the approved condominium project did not advance. Since then, Berwick Properties has re-envisioned the property as a single-family residential subdivision. The Conceptual Site Plan was approved by the Village along with a Comprehensive Land Use Amendment. The with a street network shown on the Conceptual Site Plan does not align with the previously dedicated right of way.

Berwick Properties, respectfully requests that the public right away of Willow Creek Court be vacated. Berwick Properties owns the property on either side of the dedicated right of way; and upon vacation will take ownership of the former right of way. Bear Development intends to bring forth a Preliminary Plat for Village of Somers review and approval in March 2025. Upon recording the eventual Final Plat, future right away, in a different configuration will be dedicated to the Village of Somers for public street purposes.

We look forward to discussing this request with Village Staff in further detail. Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, [dan@beardevelopment.com](mailto:dan@beardevelopment.com)



Phone: 262.694.2327



[www.beardevelopment.com](http://www.beardevelopment.com)



4011 80<sup>th</sup> Street, Kenosha, WI 53142



*Providing Creative Real Estate Solutions to Build Better Communities*

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Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Szczap".

Daniel Szczap  
Bear Development, LLC

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 Phone: 262.694.2327



[www.beardevelopment.com](http://www.beardevelopment.com)



4011 80<sup>th</sup> Street, Kenosha, WI 53142

A  COMPANY



## Exhibit A

### Parcel 1:

Outlot 1 of Certified Survey Map No. 2556, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, on December 6, 2006 as Document Number 1503627, EXCEPTING THEREFROM : Commencing at the Southeast corner of Lot 2 of said Certified Survey Map No. 2556 and the Point of Beginning; thence South 01° 17' 30" West, a distance of 5.24 feet; thence South 89° 24' 20" West, a distance of 155.58 feet; thence North 53° 23' 00" West, a distance of 8.66 feet; thence North 89° 24' 20" East, a distance of 162.66 feet to the Point of Beginning. Being a part of the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 15, Township 2 North, Range 22 East. Said land being in the Village of Somers, County of Kenosha and State of Wisconsin.  
Tax No. 82-4-222-151-0560

### Parcel 2:

Lot 3 of Certified Survey Map No. 2556, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin December 6, 2006 as Document No. 1503627, being part of the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 15, Township 2 North, Range 22 East of the Fourth Principal Meridian. Said land being in the Village of Somers, County of Kenosha and State of Wisconsin.  
Tax No. 82-4-222-151-0563

### Parcel 3:

Lot 1 of Certified Survey Map No. 2556, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin on December 6, 2006 as Document No. 1503627, being part of the Northeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 15, Township 2 North, Range 22 East of the Fourth Principal Meridian. Said land being in the Village of Somers, County of Kenosha and State of Wisconsin.  
Tax No. 82-4-222-151-0561

Document Number

**RESOLUTION #**

Document Title

Return to:

Bear Real Estate Group  
4011 80<sup>th</sup> Street  
Kenosha, WI 53142

See attached Exhibit 1

Parcel Identification Number

**VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN**

**RESOLUTION 2025-012**

**A RESOLUTION OF THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF SOMERS TO VACATE AND DISCONTINUE WILLOW CREEK COURT**

WHEREAS, pursuant to Wis. Stat. § 66.1003, the Village Board has statutory authority to vacate and discontinue Village roads within its jurisdiction; and

WHEREAS, the public interest requires vacation of Willow Creek Court as depicted and described in Exhibit 1; and

WHEREAS, this vacation of Willow Creek Court was introduced and approved by the Village Board of the Village of Somers on March 11, 2025; and

WHEREAS, this Resolution was introduced before the Village Board of the Village of Somers on Sept. 12, 2025; and

NOW THEREFORE, BE IT RESOLVED, the Village Board of the Village of Somers, Kenosha County, Wisconsin, by this resolution, adopted by a majority of the Village board on a roll call vote with a quorum present and voting and proper notice having been given, resolves and declares as follows:

The public way known as Willow Creek Court as depicted on the attached Exhibit 1 is vacated and discontinued under s. 66.1003 (4), Wis. stats. It is in the public interest that the public way described below is vacated and discontinued under s. 66.1003 (4), Wis. Stats.; and

BE IT FURTHER RESOLVED, that the discontinuance of the above-described public way will not result in a landlocked property and no owner of property abutting the discontinued public way will be damaged by the discontinuance. The discontinued public way will be vacated and the land awarded to Somers Creek, Inc., as the owner of the real estate abutting the discontinued way; and

BE IT FURTHER RESOLVED, the Village clerk shall properly post or publish this resolution as required under s. 60.80, Wis. stats.

FINALLY RESOLVED, that the Village Clerk shall record a certified copy of this Resolution together with the Kenosha County Register of Deeds.

Dated in Somers, Wisconsin, this 23<sup>rd</sup> day of September 2025.

VILLAGE OF SOMERS

By: \_\_\_\_\_

Attest: \_\_\_\_\_

George Stoner, President

Wendy Burnette, Clerk/Treasurer

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2025 the above named \_\_\_\_\_, the City Clerk of the Village of Somers, and known to me to be the person who executed the foregoing instrument and acknowledge that he executed the same on behalf of said company by its authority.

\_\_\_\_\_  
\* \_\_\_\_\_ Notary Public, \_\_\_\_\_ County, WI My  
commission (is)(expires):

**EXHIBIT 1**  
**(See attached hereto)**



**LEGAL DESCRIPTION:**

Being a part of the Northeast 1/4, Southeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 15, Township 2 North, Range 22 East, Village of Somers, Kenosha County, Wisconsin, described as follows:

Commencing at the northeast corner of the Northeast 1/4 of said Section 15; thence South 89°24'19" West along the north line of said Northeast 1/4, 1213.79 feet; thence South 01°14'44" West and then along the west right of way line of 58th Avenue, 462.72 feet to the Point of Beginning;

Thence continuing South 01°14'44" West along said west right of way line, 66.00 feet; thence North 88°45'16" West, 111.27 feet to a point of curvature; thence southwesterly 111.30 feet along the arc of said curve to the left, whose radius is 117.00 feet and whose chord bears South 63°59'36" West, 107.15 feet; thence South 36°44'29" West, 558.00 feet to a point of curvature; thence southwesterly 76.07 feet along the arc of said curve to the left, whose radius is 167.00 feet and whose chord bears South 23°42'32" West, 75.41 feet; thence South 10°38'36" West, 633.64 feet to a point of curvature; thence southwesterly 28.82 feet along the arc of said curve to the left, whose radius is 167.00 feet and whose chord bears South 05°42'00" West, 28.78 feet; thence South 00°45'26" West, 269.60 feet; thence North 89°22'34" West, 66.00 feet; thence North 00°45'26" East, 269.76 feet to a point of curvature; thence northeasterly 40.20 feet along the arc of said curve to the right, whose radius is 233.00 feet and whose chord bears North 05°42'00" East, 40.15 feet; thence North 10°38'36" East, 633.64 feet to a point of curvature; thence northeasterly 106.13 feet along the arc of said curve to the right whose radius is 233.00 feet and whose chord bears North 23°42'32" East, 105.22 feet; thence North 36°44'29" East, 558.00 feet to a point of curvature; thence northeasterly 174.08 feet along the arc of said curve to the right, whose radius is 183.00 feet and whose chord bears North 63°59'36" East, 167.59; thence South 88°45'16" East, 111.27 feet to the Point of Beginning.

CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	111.30'	117.00'	S63°59'36"W	107.15'
C2	76.07'	167.00'	S23°42'32"W	75.41'
C3	28.82'	167.00'	S05°42'00"W	28.78'
C4	40.20'	233.00'	N05°42'00"E	40.15'
C5	106.13'	233.00'	N23°42'32"E	105.22'
C6	174.08'	183.00'	N63°59'36"E	167.59'





**VILLAGE OF SOMERS  
VILLAGE BOARD  
MEETING ITEM MEMORANDUM**

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**MEETING DATE:** Sept. 23, 2025

**TO:** Village President Stoner and Board of Trustees

**PREPARED BY:** Jim Hurley, Village Administrator

**AGENDA ITEM:** #8 Resolution authorizing the Administrator to sign engagement letters for legal services

**BACKGROUND:**

Following the retirement of the Village's long-time attorney, Jeff Davison, representatives of the Village met with attorney Christopher Smith, von Briesen & Roper. Chris specializes in development agreements and is highly recommended by the Village's former interim administrator, Chris Swartz.

In meeting with Mr. Smith, we learned that he has extensive experience advising a long list of municipalities, including but not limited to the Village of Mount Pleasant, Village of Mukwonago, and the City of South Milwaukee. He also serves on the Wisconsin Policy Forum, Government Finance and Economic Development Committees. His firm has hundreds of attorneys, and an in-house non-legal economic development specialist to assist with projects.

Meeting attendees included President Stoner, Trustee Nelson, Trustee Smith, Wendy Burnette, Kevin Porier, and myself. All attendees are unanimous in recommending Chris to serve as legal counsel for development agreements. While Chris does serve as general legal counsel for several municipalities, his passion and dedication for real estate development agreements is palpable. Furthermore, Chris is very knowledgeable of tax-increment financing and its necessity to generating development. He also understands TID regulations and has assisted with successful special legislation that allowed for exceptions in support of development projects within the region.

For non-development legal counsel, we recommend the Municipal Law & Litigation Group (MMLG). The point of contact will be Remzy Bitar, who currently serves as general legal counsel to the Village of Pleasant Prairie and Village of Salem Lakes, and special counsel to Kenosha County. While he does not handle real development, he has extensive experience in municipal legal matters. The firm has seventeen additional lawyers available to fill in or serve as special legal counsel.

**Fees:** MLLG's current fee is \$221/hour for general legal counsel, and \$250/hour for special counsel.

Chris Smith's fee is \$510/hour, but rates for his staff range between \$200 - \$500/hour. All fees will be charged to developers. While the rates are higher than Jeff's past rate, most developers have negotiated with Chris in other municipalities and reimbursed for his fees. Staff is confident that Chris's knowledge of TIF and development will reduce the number of billable legal review hours while improving response times.

Separating development from other general legal services will offer greater specialization and flexibility for the Village. Generally, development agreements are the most complex, time-intensive, and pressing legal items. Having one firm specialize in development agreements offers greater quality and response times while controlling the costs of general legal services. If the Village later determines that this legal review model is not working effectively, however, then we could potentially change legal counsel for development agreements, or to a single firm for all legal matters with exception of prosecution.

**COMMENTS:**

The Administrator requests authorization from the Village Board to sign engagement letters with the above-mentioned law firms.

**ATTACHMENTS:**

Resolution 2025-013 Authorizing the Village Administrator to Sign Engagement Letters for Legal Services

**VILLAGE OF SOMERS, KENOSHA COUNTY, WISCONSIN**

**RESOLUTION 2025-013**

**A RESOLUTION OF THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF SOMERS AUTHORIZING THE VILLAGE ADMINISTRATOR TO SIGN ENGAGEMENT LETTERS FOR LEGAL SERVICES**

WHEREAS, the Village of Somers was notified of the closure of the Davison Law Office, its long-time legal counsel, and

WHEREAS, on September 16, 2025, representatives of the Village interviewed and recommended prospective law firms to the Village Board, and

WHEREAS, the Village Administrator is requesting authorization to sign engagement letters from von Briesen & Roper, S.C., and Municipal Law & Litigation Group, S.C., for legal services.

BE IT FURTHER RESOLVED that the Administrator is authorized to sign the above-mentioned engagement letters.

Dated in Somers, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

VILLAGE OF SOMERS

By: \_\_\_\_\_

George Stoner, President

Attest: \_\_\_\_\_

Wendy Burnette, Clerk/Treasurer

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2025 the above named \_\_\_\_\_, the City Clerk of the Village of Somers, and known to me to be the person who executed the foregoing instrument and acknowledge that he executed the same on behalf of said company by its authority.

\_\_\_\_\_  
\* \_\_\_\_\_ Notary Public, \_\_\_\_\_  
County, WI My commission (is)(expires):



**VILLAGE OF SOMERS  
VILLAGE BOARD  
MEETING ITEM MEMORANDUM**

**MEETING DATE:** Sept. 23, 2025

**TO:** Village President Stoner and Board of Trustees

**PREPARED BY:** Kevin Poirier, Assistant Administrator

**REVIEWED BY:** Jim Hurley, Village Administrator

**AGENDA ITEM:** #9 Action on 2026 – 2028 Collective Bargaining Agreement  
with the Firefighter/EMT Employees, Local 4831-IAFF

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**BACKGROUND:**

Village staff reached a tentative agreement with the Firefighter/EMT, Local 4831-IAFF. The current agreement expires at the end of the calendar year. The proposed agreement is from January 1, 2026 – December 31, 2028.

The proposed change was mutually agreed to by both management and the collective bargaining unit.

Here is a summary of proposed additional changes to the agreement:

- Modified the pay schedule. To improve recruitment and retention, reduced the schedule from six to four steps, and the max step from 84 months to 60 months of employment. The starting rate will increase from \$19.51 in 2025 to \$22.06 in 2026.
- Wage increases of 3% in 2026, 3.5% in 2027, and 3.5% in 2028 for employees and officers.
- Require new hires to join a specialized response team (Dive, Hazmat, Technical Rescue or Fire Investigation).
- Initial uniform: change from issuing standard Village-purchased uniforms to an employee allowance of up to \$700.
- Uniform replacement clothing and gear allowance: increase to \$350 annually.
- All new hires must join one of the Specialized response teams (Dive, Hazmat, Technical Rescue or Fire Investigation) by their one-year anniversary and must stay in good standing on the team for a minimum of five years at a technician level.
- Vacation Payout: added an option for employees to receive up to 72 hours annually at an employee's normal hourly wage.

- Management Rights: removed “for just cause” from the rights of Management.
- Fire Commission: removed the Fire Commission “may appoint,” and added “may approve appointment” of one (1) or more Lieutenants and Captains upon recommendation of the Fire Chief.

**PRIOR ACTION TAKEN:**

This contract was discussed at our September 16, 2025, Work Session

**SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:**

Staff recommends approval. In the event that the Village Board agrees with the recommendation to approve: 2026 – 2028 Collective Bargaining Agreement with the Firefighter/EMT Employees, Local 4831-IAFF

*“Motion to approve 2026 – 2028 Collective Bargaining Agreement with the Firefighter/EMT Employees, Local 4831-IAFF.”*

**ATTACHMENTS:**

2026 – 2028 Collective Bargaining Agreement

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**VILLAGE OF SOMERS**

**AND**

**VILLAGE OF SOMERS FIREFIGHTER/EMT EMPLOYEES,  
LOCAL 4831 – IAFF**

## AGREEMENT

This Agreement, made and entered into at the Village of Somers, Kenosha County, Wisconsin, according to the provisions of §111.70, Wisconsin Statutes, by and between the Village of Somers as the Municipal Employer, hereinafter referred to as the “Village”, and the Village of Somers Professional Firefighters Local 4831 of the International Association of Firefighters, AFL-CIO, hereinafter referred to as the “Union”, on behalf of the employees in the bargaining unit hereinafter described; such Agreement to commence on January 1, 2026, and shall be in effect at least through December 31, 2028.

Both parties to this Agreement are desirous of continuing a harmonious employer/employee relationship and, therefore, have entered into this Agreement covering rates of pay, hours of work, conditions of employment, as well as procedures for reducing potential conflict with the expectation that these agreed-to provisions will continue such a relationship. The mutual interests of the parties hereto are recognized by this Agreement in the operation of the Fire Department that will promote efficiency and the best possible fire protection for life and property for all citizens of the Village and Town of Somers.

### **Article 1 -- Union Recognition.**

- (A) **Recognition.** The Village hereby recognizes the Union as the exclusive bargaining representative for purposes of negotiation on all matters concerning wages, hours, and other conditions of employment for all full-time represented Village of Somers Firefighter/EMT employees, but excluding the Fire Chief and one (1) Assistant Chief, elected officials, part-time employees, paid on call employees, and all Public Works and office employees represented by Local 71, AFSCME, AFL-CIO.
  
- (B) **Union Activities and Discrimination.** The employer agrees that no employee will be discriminated against because of membership in or activity in connection with the Union and the employer will not discourage membership in the Union and the Union agrees that it will not conduct Union activities on the employer’s time, except as permitted herein.
  
- (C) **Inspection of Working Conditions and Resolving Grievances.** Any representative of the Union shall have the right to visit the Fire Department at any reasonable time for the purpose of inspecting working conditions and settling existing grievances. A Village employee on official Union business shall notify his/her immediate supervisor prior to leaving one station, and proceeding to another station, and shall notify the immediate supervisor of the other station before transacting Union business. The immediate supervisor in both instances (when he/she receives notice) shall advise the Union officer if the Union business will unreasonably interfere with Village business. Permission to conduct Union business shall not be unreasonably withheld; however, visits by Union officers shall not be used to interrupt the operation of any Village function or the various

Village departments. The Union agrees to notify the Village Clerk/Treasurer of its officers, committee members, and stewards and their areas of responsibilities prior to these individuals beginning to act in official capacities on behalf of the Union.

- (D) **Bulletin Board**. The Union will be permitted the use of a bulletin board in each firehouse for the posting of Union notices or other Union matters. Political notices of any type will be prohibited from being posted on any bulletin board provided for the posting of Union business.
- (E) **Union Meetings**. The Union is hereby granted use of a room in any fire station for its meetings. The location of such meeting shall be subject to the prior approval of the Chief. Members attending such meetings while on duty shall be subject to call during such meetings. The Union shall give the Fire Chief or the on-duty Officer in Charge reasonable prior notice of the meetings to be held.
- (F) **Negotiations**. Either party to the Agreement may select for itself such negotiator or negotiators for the purpose of carrying on conferences or negotiations under the provisions of Section 111.70, Wisconsin Statutes, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators.

#### **Article 2 – No Strike or Lockout.**

- (A) **Defined**. During the term of this Agreement, the Union shall not cause or support, nor may any employee or employees take part in any strike, intentional slowdown, or any other interference with or stoppage of the Village's work. Any employee who violates this provision or participates in its violation shall be subject to discharge. The Village will not lock out its employees.
- (B) **Reciprocal Aid**. The Village also agrees it will not order the Fire Department into another municipality to staff that municipality's fire stations or apparatus where there is a labor dispute in progress. However, the Village will respect calls for mutual aid or reciprocal aid to emergencies, as per signed agreements.
- (C) **Union Action**. Upon notification by the Village to any Union representative that certain of its members are engaged in a violation of the provision of the preceding paragraph, the Union shall immediately and in writing, order said members to return to work or cease or desist such violate activities. The Union shall provide to the Village a copy of such order and a responsible Union representative shall publicly order the employees to return to work or cease the violate activity.

**Article 3 –Condition and Duration of Agreement.**

- (A) **Term.** This Agreement shall become effective as of the first day of January, 2026 and shall remain in effect for a period of three (3) years through December 31, 2028 and from year to year thereafter unless either party gives notice to the other by August 1, 2028 or August 1 of any year thereafter, to vacate or amend it.

**Article 4 -- Management Rights.**

- (A) **In General.** The management of the Village of Somers and the direction of the employees in the bargaining unit, including but not limited to, the right to hire, the right to assign employees to jobs and equipment in accordance with the provisions of this Agreement, the right to assign overtime work, the right to schedule work, the right to relieve employees from duty because of lack of work or for other legitimate reasons except as otherwise provided in this Agreement, shall be vested exclusively in the Village. Each represented employee shall be required to report to and/or take direction from any management designee, who shall include: Fire Chief, Deputy Chief, any acting Chief and Village Administrator in that order of priority.
- (B) **Change in Methods and Equipment.** In the event of change of equipment or methods of operation, the Village shall have the right to reduce the working force subject to this Agreement and in the sole judgment of the Village make reductions in the work force as required. Nothing in this Agreement shall be construed to either require or to restrict the right of the Village to adopt, install, or operate new or improved equipment or methods of operation. It is further recognized by the Union that the Village of Somers Fire Department is comprised of a small group of people, both hourly and salary. As a result, both hourly union members, part-time paid on call and management may, at times, be required to work physically, hand in hand, to insure the welfare of the general public.
- (C) **Public Health and Safety.** Nothing in this Agreement shall be construed to limit the discretion of the Village with regard to matters affecting the public health, safety or general welfare.
- (D) **Work Rules.** The Union recognizes the right of the Village to establish reasonable work rules, subject to the Union's right to grieve such rules, and to enforce applicable work related regulations promulgated by agencies of the State of Wisconsin or United States of America. These work rules shall include, but shall not be limited to, the Village of Somers Fire & Rescue Policy and Procedures Manual, the terms of which are incorporated herein by reference. Except in situations in which emergency rule changes are needed to be put in place immediately, copies of newly established work rules or amendments to

existing rules will be furnished to the Union at least ten (10) days prior to the effective date of the rule.

- (E) **Subcontracting.** The Union recognizes that the Village has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested exclusively in the Village. However, no employee shall be laid off or suffer a reduction in regular hours as a result of subcontracting.
- (F) **Community Service.** The Village participates in the community service program. The Union recognizes the Village's participation in this program and the value of such, and will cooperate with this program and its intent. However, no employee shall be laid off or suffer a reduction in regular hours as a result of the Village's participation in a community service program.
- (G) **Fire Commission.** The Village Fire Commission is recognized as having precedence over such provisions of this Agreement as are specifically provided for under authority granted the Commission by Wisconsin Statutes. Along with the hiring/promotion/disciplining of employees, the Fire Commission may approve appointment of one (1) or more Lieutenants and Captains upon recommendation of the Fire Chief. Any Lieutenants and Captains so appointed shall receive additional compensation during their service as officers in accordance with the Schedule of Stipends for Officers, Exhibit "D" attached hereto and incorporated by reference herein.
- (H) **Overtime.** From time to time, staffing shortages may require the Village to fill in the shortage with paid-on-call (POC) or part-time members of the department. When no POC or part-time members are available to fill in the staffing shortage, the Village shall offer the fill in to the full-time employees. All overtime which is worked by a full-time employee shall be paid at one and one-half (1½) times his/her hourly rate for all such time worked. All overtime worked by a full-time employee which is mandatory overtime described in Section (2), below, shall be paid at two (2) times his/her hourly rate worked for more than twenty-four (24) hours in one (1) month or which is worked on a holiday as defined in Article 9(E)(1) below. Any portion of a full hour shall be calculated to the next quarter hour. Any full-time employee who is not released at the normal ending time of their work day and who is required to remain on-duty shall be paid at the rate of one and one-half (1½) times their hourly rate for all such time worked following their regular shift. Any portion of a full hour shall be calculated to the next quarter hour. The Village reserves the right to contact any Fire Department employee regarding the need to respond to operational problems during hours when the employee is not otherwise scheduled to work.
  - (1) **Scheduled Overtime.** All scheduled overtime will be offered with a minimum of seventy-two (72) hours notice. Scheduled overtime will be

distributed based upon seniority and will be offered to the most senior person first, with a maximum of twenty-four (24) hours of scheduled overtime worked per calendar month. If maximum hours are reached or the most senior person refuses scheduled overtime hours, then the hours will be offered to the next most senior person in the bargaining unit until all hours are covered or the last person on the seniority list is reached. In the event that the least senior person refuses hours then that person would be required to work those hours pursuant to the provisions of mandatory overtime, subsection (2), below. If scheduled overtime hours are available at the beginning of a shift and are less than two (2) hours duration, those hours may be offered to an employee who is coming off shift first, regardless of seniority. No scheduled overtime will be offered to employees on a scheduled vacation day and any scheduled overtime hours which are offered with less than seventy-two (72) hours minimum notice shall be for a minimum of two (2) hours unless continuous with the end of a shift (see above).

(2) **Mandatory Overtime.**

(a) **Generally.** Management has the right to require overtime from employees, as operational requirements dictate. The employee contacted by management for mandatory overtime shall be clearly advised that the overtime is mandatory. Mandatory overtime will be distributed to the least senior member of the unit first. A maximum of twenty-four (24) hours per month of mandatory overtime will be required before maximum hours are reached and a unit member can refuse additional mandatory overtime. Upon reaching the maximum, the next least senior unit member on the seniority list shall be required to work mandatory overtime until all hours are covered or the most senior unit member is reached. In the event that all members of the bargaining unit have reached the maximum monthly overtime, additional mandatory overtime shall be required of the least senior unit member and the process will repeat. However, no employee can be forced to work more than twenty-four (24) hours of mandatory overtime in one month in the absence of a bona fide emergency. Employees required to report to work for mandatory overtime shall report within a reasonable time frame. An employee cannot be forced to report to work for mandatory overtime when that employee has taken a vacation day or a sick day or during any period between two scheduled shifts where a vacation or sick day falls in between the two scheduled shifts.

(b) **Supplemental Provisions.**

- (i) In the event that management requires mandatory overtime which is in excess of twenty-four (24) hours, management may order mandatory overtime for a period not to exceed forty-eight (48) hours in a month for any one (1) employee subject to the following:
  - (a) Mandatory overtime shall not be forced on consecutive days in excess of twenty-four (24) hours unless consecutive with a scheduled or voluntary overtime shift or if a bona fide emergency is declared.
  - (b) Pursuant to state law, management shall not exceed a mandatory overtime work period in excess of seventy-two (72) continuous hours in any combination of regular scheduled hours and mandatory hours. At the conclusion of seventy-two (72) hours of continuous work at least twenty-four (24) hours must elapse provided any further scheduled hours or mandatory overtime hours are worked by the employee. This provision also applies to a bona fide emergency declared by management.
  - (c) An employee shall not be forced to work more than twenty-four (24) hours of mandatory overtime in a running seven (7) day period including the prior or next month from the current month.
  - (d) In the event that mandatory overtime is imposed by management, no more than one (1) station change shall be required in any forty-eight (48) hour continuous period of work. Employees shall have the right to voluntarily request station changes or accept station changes more frequently than one (1) change in the forty-eight (48) hour period of continuous work. Station changes shall not occur after 18:00 hours or before 06:00 hours with the exception of a circumstance where a shift vacancy is created by a crew member leaving during a shift unexpectedly due to injury, illness or other emergency where sick time is used during the shift.

- (c) **Bona fide Emergency.** In the event that the Chief, the Chief's designee or the Village determines the need to declare a bona fide

emergency for any reason, the Village shall provide within twenty-four (24) hours of declaration, in writing, the nature of the emergency, the estimated duration of the emergency not to exceed thirty (30) days and the specific events or conditions which warrant declaration of a bona fide emergency. In the event that outside staffing is required, the Union shall be advised of the period of time when such outside staffing is deemed necessary by management and any outside staffing shall not exceed the duration of the emergency declaration as specified above.

(I) **Acting Chief.**

- (1) **Selection of Acting Chief.** If no Somers Fire Department Chief or Deputy Chief officer is available to be the on-duty Chief, the Chief may assign a represented employee as that term is defined under Article 7(A) hereafter, who is also a Captain of the Department to the position of Acting Chief. A represented employee who is designated Acting Chief shall be paid an hourly stipend of Five (\$5.00) Dollars per hour in addition to his or her normal hourly rate for the duration of time in which the employee is assigned to the position of Acting Chief. No overtime will be paid for Acting Chief duties. Any assignment as Acting Chief will be for a minimum of six (6) consecutive hours, in the same fashion that overtime shifts are assigned in accordance with Article 4(H) above. The Captain who is designated Acting Chief can already be on duty or may be an off duty Captain and will be provided a white helmet for on-call hours while designated Acting Chief.
- (2) **Selection Process.** The Chief will offer Acting Chief hours to an on-duty Captain voluntarily first in an order that is up to the Chief's discretion. If no on-duty Captains voluntarily accept the Acting Chief hours which are offered, the Chief may then offer it to off-duty Captains, in an order within the discretion of the Chief. If no off-duty Captains accept the hours, then an on-duty Captain may be forced to accept the designation of Acting Chief. If there is more than minimum staffing already on the schedule for a certain shift, the on-duty forced designation of Acting Chief can be completed before offering it to an off-duty Captain. Acting Chief duties and responsibilities shall be as delineated on the attached Exhibit "E" which is incorporated herein by reference.

**Article 5 - Dues Check-Off & Fair Share Agreement.**

- (A) **Dues Check-Off.** The Village shall deduct the membership dues of the Union, or an amount equivalent thereto, from the salary of any employee who signs an authorization form supplied by the Union. Such dues or equivalent amount certified by the Union shall be deducted in equal amounts from each check.

Withheld amounts shall be forwarded to the Union within ten (10) days following the actual withholding together with a record of the amount and the names of those employees for whom deductions have been made. Automatic renewal of such authorizations will be made for successive periods of one (1) year, unless written notice of the revocation is given to the Village and the Union by the employee prior to the start of any new contract year.

- (B) **Fair Share Agreement.** All employees in the bargaining unit shall be required to pay, as provided in this Article, their fair share of the costs of representation by the Union. No employee shall be required to join the Union, but membership in the Union shall be available to all employees who apply, consistent with the Union's constitution and by-laws.
- (C) **Deductions.** The Village shall deduct from the monthly earnings of all employees in the collective bargaining unit, their fair share of the cost of representation by the Union, as provided in Section 111.70(1)(f), Wis. Stats. and as certified to the Village by the Union. The Village shall pay said amount to the treasurer of the Union on or before the end of the month in which such deduction was made. The date for the commencement of these deductions shall be determined by the Union; however, all employees shall be required to pay their full fair share assessment regardless of the date on which their fair share deductions commence. The Village will provide the Union with a list of employees from whom deductions are made with each monthly remittance to the Union.
  - (1) The Union shall notify the Village of the amount certified by the Union to be the fair share of the cost of representation by the Union and the date for the commencement of fair share deductions, (two (2) weeks) prior to any required fair share deduction.
- (D) **Union Certification.** The Union agrees to certify to the Village 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 Union agrees to inform the Village of any change in the amount of such fair share costs.
- (E) **No Mandatory Membership.** The Union shall provide employees who are not members of the Union with an internal mechanism within the Union which is consistent with the requirements of state and federal law and which will allow those employees to challenge the fair share amount certified by the Union as the cost of representation and to receive, where appropriate, a rebate of any monies to which they are entitled. To the extent required by state or federal law, the Union will place in an interest-bearing escrow account any disputed fair share amounts.
- (F) **Indemnification.** The Union does hereby indemnify and shall save the Village harmless against any and all claims, demands, suits, or other forms of liability,

including court costs, that shall arise out of or by reason of action taken or not taken by the Village, which Village action or non-action is in compliance with the provision of this Article, and in reliance on any lists or certificates which have been furnished to the Village pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Union and its attorneys. However, nothing in this section shall be interpreted to preclude the Village from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

**Article 6 -- Equal Employment Opportunity.** It is the policy of the Village to be fair and impartial in all its relations with its employees and applicants for employment without regard to his/her race, color, religion, age, gender, sexual orientation, marital status, handicap, arrest record, or national origin.

The Village will ensure that promotion, training, and transfer decisions are made in accordance with principles of equal employment opportunity and will impose only valid qualification requirements. The Village also will ensure that all other personnel actions, such as decisions concerning compensation, benefits, transfers, layoffs, returns from layoff and terminations, will be administered without regard to race, color, religion, age, gender, sexual orientation, marital status, handicap, arrest record or national origin.

**Article 7 -- Types of Employees.**

- (A) **Regular, Full-time.** Any represented employee who has been hired into a permanent, full-time position and who works a shift of twenty-four (24) hours per day, with forty-eight (48) hours off which constitutes approximately fifty-six (56) hours per week. This type of employee is entitled to all benefits contained in this Agreement.
- (B) **Probationary.**
  - (1) **Period.** An employee shall be probationary for the first three hundred sixty-five (365) calendar days of his/her employment.
  - (2) **Completion.** Upon completion of such three hundred sixty-five (365) calendar days of employment, the employee shall be entered on the seniority list as of his/her date of hire.
  - (3) **Retention.** A probationary employee has no seniority rights and his/her retention as an employee is entirely within the discretion of the Village.
  - (4) **Extension of Probationary Period.** If the Village believes that an additional probationary period is necessary, such period may be extended by mutual agreement of the Chief and the employee.

## **Article 8 – Employee Responsibilities.**

- (A) **Physical Examinations.** Applicants accepted for employment with the Village are required to pass a physical examination given by a physician selected by the Village at the Village's expense in accordance with Article 20 of this Agreement.
- (B) **Valid Driver's License.** Any applicant must possess, not later than the first date of work, and must maintain as a continuing condition of employment, a valid Driver's License issued by the State of Wisconsin.
- (C) **Training.** Full-time firefighters will receive one and one-half (1½) times their full-time hourly rate when participating in training, conducting training, answering fire and rescue calls or performing other services for the Village while off duty. Time is calculated on the basis of time expended. If training is scheduled during employee's regular shift, no extra compensation shall be given if he/she chooses not to take this exercise but makes it up at a later date. Every effort shall be made by the Village to schedule training so that it takes place during an employee's regularly scheduled shift to avoid overtime.
- (D) **Working Hours.** All represented employees shall begin at 0600 hours and end their shift at 0600 hours the following day.
- (E) **Fill-In Pay.**
- (1) Full-time employees who are requested or ordered by the Fire Chief to fill in for a full-time employee that is not available to work as normally scheduled, shall be paid one and one-half (1½) times his/her regular hourly rate, based on a fifty-six (56) hour work week, for such time worked.
  - (2) Employees who are not released at their regular quitting time and are required to work overtime, shall be paid at the rate of one and one-half (1½) times their regular hourly rate for such time actually worked to the next quarter (1/4) of an hour. All overtime will be paid in employees regular paycheck.
- (F) **Time Trades.** A trade of duty time may be made between full-time employees. The Village shall not incur any overtime liability under any circumstances (if applicable) as the result of such time trades. The employees recognize that use of time trades creates an obligation between the employees and it shall be the responsibility of the individuals involved in the time trade to see that they respectfully fulfill such obligations.
- (G) **EMT License.** As of August 31, 2017, every employee must possess and must maintain as a continuing condition of employment, a valid EMT I-12 license (or such other designation as may be issued by the State of Wisconsin for the highest

level of EMT licensure). Employees hired on or before August 31, 2017, will not be required to obtain paramedic status but will be required to maintain the level of licensure which has been issued to that employee as of August 31, 2017. Every full-time new hire beginning September 1, 2017, must have and maintain a State of Wisconsin issued paramedic license.

- (H) **Overtime Pay.** Overtime will be calculated and paid each pay period.
- (I) **Recording Time.** All Union employees shall be required to use the Department approved pay cycle report.
- (J) **Confidentiality of Personnel Matters.** Every employee shall maintain the confidentiality of Village personnel matters concerning both an individual's own employment and that of other Village employees. This confidentiality is to protect the interests of every Village employee.
- (K) **Special Teams Involvement-** All employees hired after January 1, 2026 must join one of the Specialized response teams (Dive, Hazmat, Technical Rescue or Fire Investigation) by their one-year anniversary and must stay in good standing on the team for a minimum of five-years at a technician level. Each team will be limited to 1/3 of the total number of fulltime firefighters. Below is the list of minimum certification levels to be considered  
Technician Level.
  1. Hazmat Team – Hazmat Technician
  2. Dive Team – ERDI Public Safety Diver or Swiftwater Rescue Technician & Rope Ops level certification
  3. Technical Rescue Team – Rope Tech and Tech level in at least technical level certification in at least 1 other specialty (confined space, Structural collapse or Trench)
  4. Fire Investigation Team- Working toward becoming a certified fire investigator.

**Article 9 – Special Allowance and Village Furnished Equipment.**

- (A) **Initial Issue.** Each employee, upon hiring, shall receive up to Seven Hundred (\$700.00) Dollars for initial uniform allowance.
- (B) **Uniform Replacement Clothing & Gear Allowance.** Full-time Fire Department personnel will receive a clothing allowance reimbursement of up to Three Hundred Fifty (\$350.00) Dollars per calendar year which will be based upon a determination by management of the need to replace individual items of clothing. Any request for reimbursement must be submitted by the first (1<sup>st</sup>) day of December of the current year. No other allowances will be made for clothing, except for uniforms or clothing damaged or contaminated in the line of duty. These will be cleaned or replaced by the Village, if an inspection by management indicates that the uniform or clothing did not need cleaning or replacement prior

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to the damage. All clothing worn while on duty shall conform to departmental policy concerning appropriate, authorized apparel, and only authorized apparel will be eligible for reimbursement. Departmental uniforms shall only be worn when on duty, while in transit to or from work, or at official Village sanctioned events.

- (C) **Turnout Gear**. The Village shall provide, maintain and replace all required turnout gear per NFPA standards at no cost to the employees. The Village may provide the appropriate washing and drying machines in the firehouse(s) for the routine cleaning of turnout gear.
- (D) **Additional/Upgraded Items**. Employees desiring to purchase apparel or footwear at their own cost for use in performing their duties that are not specified as part of the uniform or turnout gear supplied by the Village may do so as long as such items conform to departmental uniform guidelines.

#### **Article 10 – Employee Rights.**

- (A) **Jury Duty**. The Village recognizes that an employee may be called upon to serve as a juror from time to time. This is a responsibility that employees, as citizens, should fulfill. Employees shall be released from duty to fulfill jury duty obligations and are expected to return to work upon being released from jury duty on a daily basis. An employee fulfilling jury duty obligations shall receive his/her normal pay provided the employee turns over to the Village, his/her jury duty pay. Any employee who receives notification to report for jury duty should notify the Fire Chief as soon as possible.

- (B) **Family and Medical Leave Act Policy.**

- (1) **Introduction**. The Village's Family and Medical Leave Act Policy is intended to conform to, and not exceed, the requirements of the federal Family and Medical Leave Act ("FMLA"). However, this Policy is intended to comply with the applicable laws and does not necessarily incorporate all provisions of such laws directly into the Village's personnel policies. This Policy does not specifically repeat every provision of the FMLA's statutory or regulatory requirements. Posters summarizing the benefits required to be provided under federal and state law can be found with other employment related posting.

Employees may be required to provide advance notice and certain information as set forth below to be eligible for family or medical leave under this Policy. Employees may also be required to submit leave requests in writing as circumstances and applicable law permit. Employee's use of other leaves provided by the Village for the reasons covered by law, when appropriate, will be treated as use of family and/or medical leave whenever applicable laws allow.

(2) **Eligibility.** Employees are entitled to FMLA benefits if they:

- (a) **Federal.** Have been employed by the Village for at least twelve (12) months (not necessarily consecutive); and have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the start of the FMLA leave. Time spent on paid or unpaid leave does not count in determining the one thousand two hundred fifty (1,250) hours eligibility; or
- (b) **State.** Have been employed by the Village for at least fifty-two (52) consecutive weeks and have worked at least one thousand (1,000) hours during the fifty-two (52) weeks prior to the start of the FMLA leave.

(3) **Qualifying Event and Amount of Leave.**

- (a) Eligible employees may take up to a total of twelve (12) work weeks of unpaid FMLA leave in a calendar year for the following qualifying events:
  - (i) The birth or placement of a child for adoption or, under Federal FMLA, for foster care:
    - (a) State law provides up to six (6) weeks of unpaid leave for any one child.
    - (b) Federal law requires that leave conclude within twelve (12) months after the birth.
  - (ii) To care for the employee's spouse, child or parent (includes a parent-in-law under the Wisconsin FMLA) with a serious health condition;
    - (a) State law provides eligible employees up to two (2) work weeks of FMLA family leave.
  - (iii) Family leave due to an employee's spouse, child or parent being on exigent active duty or having been notified of an impending call or order to exigent active duty as a member of the reserve components of the Armed Forces or a retired member of the regular Armed Forces or Reserve, in support of a contingency operation.
  - (iv) For the employee's own serious health condition that renders the employee unable to perform his/her job.

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- (a) State law provides eligible employees up to two (2) weeks of FMLA medical leave.
- (b) Eligible employees may take up to a total of twenty-six (26) work weeks of unpaid FMLA leave during a single twelve (12) month period (beginning on the first day the eligible employee takes FMLA leave to care for a covered service member and ends twelve (12) months after that date, regardless of the method used by the employer to determine the employee's twelve (12) work week of leave entitlement for other FMLA-qualifying reasons) to care for a spouse, child, parent, or next of kin who is a member of the Armed Forces who suffered an injury or illness while on active duty that renders the person unable to perform the duties of the member's office, grade, rank or rating.
- (c) During the single twelve (12) month period, an eligible employee shall be entitled to a combined total of twenty-six (26) work weeks of leave under federal law.
- (d) Leave qualifying for both Wisconsin and federal FMLA leave will count against the employee's entitlement under both laws and will run concurrently. When the reason(s) for qualified leave differ, the leave may not run concurrently under federal and state law, and an employee may be entitled to more than twelve (12) weeks of leave in a calendar year. This type of leave occurrence will be evaluated and reviewed with the employee at the time of the leave. Qualified leave taken under Worker's Compensation also will run concurrently with federal FMLA leave.

Under the federal FMLA, spouses employed by the Village are jointly entitled to a combined total of twelve (12) work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition.

- (4) **Non-Continuous or Intermittent Leave.** Employees are permitted to take leave on an intermittent (blocks of time) or reduced work schedule:
  - (a) When it is medically necessary to care for a family member with a serious health condition or because of the employee's serious health condition.
  - (b) When it is necessary to care for a family member or next of kin who suffered an injury or illness while on active duty.

- (c) To care for a newborn, adopted or foster child. Federal FMLA leave for the birth or placement of a child for adoption or foster care may not be taken in non-continuous increments unless approved by the Village. Under the Wisconsin FMLA, the last increment of leave for the birth or placement of a child for adoption must begin within sixteen (16) weeks of that birth or placement.

Medical or family caretaking leave should be planned so as not to unduly disrupt the Village's operations. Employees requesting non-continuous federal FMLA leave that is foreseeable based on planned medical treatment for purposes of providing care to a child, spouse or parent with a serious health condition or for the employee's own serious health condition may be required to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than the regular employment position of the employee. An employee temporarily transferred will receive the same pay and benefits, but may be assigned different duties.

The Village allows for intermittent leave to be taken in no less than four (4) hour increments. The employee may not take, or be required to take, more leave than medically necessary to address the circumstances that caused the need for the leave.

- (5) **Payments on FMLA Leave.** In general, both Wisconsin and federal FMLA leaves are unpaid. The Village may require employees to substitute paid leave for which they are eligible (such as vacation days, personal leave, compensatory time or sick leave) for unpaid leave available accrued leave for unpaid Wisconsin FMLA.

The Village will require that any leave provided by this Collective Bargaining Agreement be substituted for federal FMLA leave.

(6) **How to Apply for FMLA Leave.**

- (a) Employees must submit a Request for Leave form to the Village Administrator or designee at least thirty (30) days, or as soon as practicable, in advance of taking leave. If circumstances do not permit an employee to give notice in advance of taking leave, the employee must notify their supervisor and the Village Administrator or designee, and submit the Request for Leave form as soon as possible. Failure to give timely notice may result in the delay or denial of FMLA leave and may subject the employee to discipline under Village policies.
- (b) If the leave is for a family member's or the employee's serious health condition, the employee must submit a medical certification from the employee's or the family member's health care provider within fifteen (15) days. If an employee does not provide the required certification by the designated deadline, or if the Village determines that an employee's absence is not covered as FMLA leave, the leave may not be designated as Wisconsin and/or federal FMLA leave, and the employee may be subject to discipline under Village attendance policies unless he or she uses accrued paid leave (like vacation) and/or is granted non-FMLA leave of absence.
- (c) Second or third certifications at the Village's expense and periodic re-certifications at the employee's expense may be required under certain circumstances. The Village requires periodic reports during federal FMLA leave regarding the employee's status and intent to return to work.
- (d) Forms are available from the Village Administrator.

- (7) **Health insurance Benefits and Non-Accrual of Other Benefits.** Group health insurance coverage will be maintained for employees while they are on FMLA leave, on the same terms as if the employee continued to work. The employee will be required to pay his/her regular portion of health insurance premium payments on a schedule established by the Village and consistent with this Agreement.

The Village may recover its share of health insurance premiums paid during a period of unpaid FMLA leave from an employee if the employee fails to return to work (for a minimum of thirty (30) calendar days) after the expiration of the leave. The Village may not collect the premiums if the reason the employee does not return is due to continuation, recurrence or onset of a serious health condition that would entitle the employee to leave under FMLA, or other circumstances beyond the employee's control.

Employees shall not accrue seniority or any other employment benefit during leave taken under this Policy, except that such benefits and seniority shall accrue if employee selects to use other leaves provided by the Village pursuant to Section (5) above, and if such benefits would normally accrue during that leave. The employee's position shall be held open during the leave period.

The Village may discontinue health insurance benefits after providing written notice to the employee of the cancellation of coverage for non-payment if the employee fails to make contribution towards the employee's portion of the premium payment within thirty (30) days of the due date.

(8) **Return to Work.** Any employee returning from FMLA for their own serious health condition must provide a “Fitness for Duty” statement signed by their treating physician. Upon return from FMLA leave, an employee shall be restored to his or her original position or, if the position is not vacant, to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. Any employee will not be restored to their original or equivalent position if they are unable to perform the function of their job because of a mental or physical condition, unless the condition qualifies under the ADA and a reasonable accommodation can be made.

(9) **Definitions.**

(a) **Child.** Biological, adopted, or foster child, stepchild, legal ward or, under the federal FMLA, the child of a person having day-to-day care of the child, or a child of a person standing “in loco parentis”, who is under eighteen (18) years of age or older and incapable of self-care because of a serious health condition.

(b) **Covered Service Member.** A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

(c) **Incapable of Self-Care.** The individual requires active assistance or supervision to provide daily self-care in three (3) or more of the activities of daily living (i.e. grooming, hygiene, bathing, dressing, eating) or instrumental activities of daily living (i.e. cooking, cleaning, shopping, utilizing public transportation, paying bills, maintaining a residence, using telephones and directories, and using a post office).

(d) **Next of Kin.** The nearest blood relative other than the covered Service member’s spouse, parent, son or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered Service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, the first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service members’ next of kin and may

take FMLA leave to provide care to the covered Service member either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered Service member's only next of kin.

- (e) **Parent**. Biological parent, foster parent, adoptive parent, stepparent or legal guardian of an employee, or parent-in-law under the Wisconsin FMLA. Under the federal FMLA, "parent" includes an individual who provided day-to-day care to the employee when the employee was a child.
  
- (f) **Serious Health Condition**. An illness, injury, impairment or physical or mental condition that involves:
  - (i) Inpatient care in a hospital, hospice or residential medical care facility; or
  - (ii) Under Wisconsin FMLA, outpatient care that requires continuing treatment or supervision by a health care provider (generally defined as requiring two direct, continuous and first hand contacts by a health care provider); or
  - (iii) Under the federal FMLA:
    - (a) A period of incapacity of more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
      - (i) Treatment two (2) or more times, within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (i.e. physical therapist) under orders of, or on referral by, a health care provider; or
      - (ii) Treatment by a health care provider on at least one occasion, that results in a regimen of continuing treatment under the supervision of a health care provider.
        - The first or only in person treatment visit must take place within seven (7)

days of the first day of incapacity.

- Whether additional visits or a regimen of continuing treatment is necessary within the thirty (30) day period shall be determined by the health care provider.

- (b) Any period of incapacity due to pregnancy or for prenatal care.
- (c) Chronic conditions requiring periodic treatment (defined as at least twice a year) by or under the supervision of a health care provider that continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (i.e. asthma, diabetes, epilepsy, etc.);
- (d) Permanent/long term conditions requiring supervision for which treatment may not be effective (i.e. Alzheimer's, a severe stroke, or the terminal stages of a disease);
- (e) Multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three (3) calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy), or kidney disease (dialysis).

- (10) **Continuation and accrual of benefits.** Employees will remain eligible for health insurance benefits under the Village's group health plan during leave taken under this Policy, in accordance with Article 10 of this Agreement.

Employees shall not accrue seniority or any other employment benefit during leave taken under this Policy, except that such benefits and seniority shall accrue if employee selects to use other leaves provided by the Village pursuant to Section (7), above, and if such benefits would normally accrue during that leave. The employee's position shall be held open during the leave period.

- (C) **Military Reserve Leave and Pay.** Village employees who are members of a United States or State Military Reserve Unit, will be allowed up to two (2) weeks per year for mandatory training purposes. While on such training, the employee will receive a payment from the Village such that the military reserve pay and the Village supplemental payment equals the lesser of the employee's regular gross pay (excluding overtime) or the employee's average pay per pay period based upon the preceding three (3) months, excluding from such average any weeks during which the employee was on unpaid leave. All other military leaves shall be governed by the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- (D) **Unemployment Compensation.** The purpose of unemployment compensation is to replace part of an employee's income if the employee is laid off or terminated through no fault of the employee. The Village pays the full cost of unemployment compensation benefits for its employees, but it does not decide who is eligible for benefit payments or how much the payment should be. This eligibility is decided by the Department of Workforce Development and the Wisconsin laws on unemployment compensation.
- (E) **Holidays.**
- (1) **Holidays.** There shall be a total of ten (10) recognized holidays as follows: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve Day, Christmas Day and New Years Eve Day.
- (2) **Work on Holidays.** The holidays listed in Section 10(E)(1) above shall be worked as normal scheduled work days. Employees shall receive two hundred-forty (240) hours of time off to be scheduled as additional vacation time in accordance with Article 10(H) of this Agreement. Said two hundred-forty (240) hours are reflected in the vacation hours listed in Article 10(H) of this Agreement. An employee must have completed his/her probationary period to be eligible for the additional vacation time.
- (F) **Worker's Compensation.** All Village employees are covered by worker's compensation insurance the premiums for which are paid by the Village and which is administered under applicable Wisconsin law. Bargaining unit employees may utilize current or accumulated sick days to supplement temporary worker's compensation payments made to an injured employee. The injured employee will retain the worker's compensation benefits paid to him/her by the Village's insurer and then may request that the difference between the injured employee's gross wages (exclusive of overtime wages) paid to the employee in the preceding six (6) months less the amount of the worker's compensation benefits may be paid to the employee periodically and such payments shall reduce

current or accumulated sickness/accident days credited to the injured employee pursuant to Article 10(I), hereafter.

(G) **Funeral Leave.** The employer shall grant employees pay for lost time up to two (2) paid shifts in case of death in the immediate family, defined as mother, father, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law, stepparent or stepchild. In case of death to a sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather or grandchild(ren) up to one (1) paid shift will be allowed.

(H) **Vacation.** For purposes of calculation of earned vacation time, the anniversary date of hire shall be utilized in determining the year in which an employee's vacation shall be categorized. All full-time employees shall be entitled to the following vacation:

(1) **Earned Vacation.**

(a) **Probationary employees.** Probationary employees shall earn twenty-four (24) hours of time off for each holiday (Section 10(E) (1)) that falls within a pay period. The employee must use these hours within the next three (3) months following when the hours were earned. The selection of time off will be directly through the Chief and will not affect the vacation selection policy (Section 10(H)(2)). No regular full-time employee shall be affected as it relates to the vacation selection policy. For the purpose of scheduling time off, the probationary employee must have the day approved by the Fire Chief. The Fire Chief reserves the right to deny any request for time off but must make sure the employee does not lose the hours off requested. When the employee reaches one (1) year of employment and is off of probation, they will be placed into the vacation policy. They will request the remaining holidays in the calendar year off, as stated in the vacation selection policy. Upon their two (2) year anniversary of employment, they will receive the additional seventy-two (72) hours of vacation time. If employee is terminated or resigns while on probation, all unused time off is forfeited without reimbursement.

(b) **Two year employees.** Three hundred twelve (312) hours.

(c) **Three through five year employees.** Three hundred eighty-four (384) hours.

(d) **Six through fourteen year employees.** Four hundred eighty (480) hours.

- (e) **Fifteen through twenty-four year employees.** Five hundred fifty-two (552) hours.
  - (f) **Twenty-five or more year employees.** Six hundred twenty-four (624) hours.
- (2) **Vacation scheduling.** Regular full-time employees who have completed their probationary period may submit their vacation requests to the Fire Chief and considered in accordance with the policy contained in the Somers Fire & Rescue Policy and Procedures Manual (Exhibit “C” attached hereto). No two (2) employees from the Fire Department will be allowed the same vacation period, unless this requirement is waived by the Fire Chief. Vacation should be taken in the calendar year in which it is earned; however, an employee may carry not more than seventy-two (72) vacation hours over into the first quarter of the following year in which such vacation is earned. Failure to utilize vacation by March 31 within the first quarter of the year following the year in which it is earned will result in the loss of vacation hours without compensation, unless such time is extended by the Fire Chief with the approval of the Village Administrator. Vacation shall be scheduled for a minimum of four (4) hours. Any probationary employee can begin picking their vacation days as part of the vacation selection policy at the third round in order of their seniority as it relates to Exhibit “C”. A probationary employee is allotted two hundred forty (240) of vacation time (holiday) for their first twelve (12) months of employment. These hours must be used within the first twelve (12) months of employment. A probationary employee will start their first round and pick three (3) days (seventy-two (72) hours). A probationary employee will then pick six (6) days (one hundred forty-four (144) hours) each additional round until all their hours are used. If the probationary employee is picking any of their vacation days prior to being employed for their first year, the day must be approved by the Fire Chief and will not count as a vacation day pick against any regular full-time employee. No regular full-time employee shall be affected as it relates to the vacation selection policy prior to the probationary employee completing their probationary period. All probationary employees will begin picking their hours after the second round of regular employees has been picked for their assigned shift.
- (3) **Vacation Payout.** Employees may elect to be paid out for up to seventy-two (72) hours of vacation time annually. These hours will be paid at the employee’s normal hourly wage. A request for payout must be submitted to the Chief by December 1 of the year.
- (4) **Impact of retirement or permanent disability.** Employees who retire or employees who are permanently unable to work due to a disability prior to

December 31, shall be entitled to any unused vacation not taken during the calendar year of retirement or disability.

- (5) **Impact of death.** The survivors of an employee who dies prior to December 31 shall be entitled to any unused vacation pay not taken by the Employee during the calendar year of death.
- (6) In the event that a full-time employee is called in or otherwise ordered in by management on a scheduled vacation day, the employee shall record that time as hours worked on his or time sheet and be paid his or her normal straight pay. Any hours worked during scheduled vacation time will be credited back to the employee as unused vacation time. Any hours accumulated in this manner may be scheduled as vacation hours at a later date or may be carried over to the next year according to the provisions of this Agreement. In the event that carry-over hours are utilized in the manner described immediately above, the employee will be entitled to an additional ninety (90) days from the date upon which he or she was called in on a scheduled vacation day to utilize such vacation.

(I) **Sickness and Accident Benefit.**

- (1) Regular full-time employees who have completed their probationary period will be allowed up to six (6) paid shifts for sickness and/or accident per year. Unused sick days (shifts) will accrue from year to year up to a maximum of one hundred twenty (120) days (120 shifts). Upon retirement, the employee will have the option to either be paid for two-thirds (2/3) of all unused sick hours at the rate of pay upon retirement or receive a credit at that rate to be used for future group health insurance premiums post-retirement. If more than two (2) consecutive shifts are utilized as a result of sickness and/or accident, a doctor's excuse may be required to return to work. All sickness/accident days (shifts) accrued by regular full-time employees prior to the execution of this Agreement shall carry over and accrue towards the benefit limitations mentioned in this paragraph, (I).
- (2) Probationary employees shall be entitled to earn sickness and accident benefits in the following manner: Probationary employees shall earn one (1) sick day (24 hour shift) after working two (2) months for the Village and shall earn an additional sick day (24 hour shift) for each two (2) months of employment with the Village during his/her probationary period. However, in the event that the employee leaves or is terminated prior to the expiration of his/her probationary period, the Village shall not be obligated to compensate for any sick days earned but unused by the probationary employee. All sickness/accident days (shifts) accrued but not used by a probationary employee shall carry over and accrue towards the

benefit limitations mentioned in paragraph (I)(1) immediately above, following the successful conclusion of his or her probationary period.

- (J) **Compulsory Attendance In Court.** Full-time employees from time to time will be required to appear in municipal, circuit or federal court actions. In those instances where the Village is a party to the litigation or in which it has a special interest, any employee who is required to appear for any civil or criminal proceeding, including to give deposition testimony, shall be compensated, if on duty, at the regular rate of pay and if not on duty, at one and one-half (1½) times the employee's regular rate of pay. For purposes of this paragraph, the determination of whether the Village "has a special interest" in litigation in which it is not a party shall be made exclusively by Village management and shall include, by way of example but not by limitation, criminal actions in which an alleged wrongdoer is being prosecuted for activities which occurred within the Village or Town of Somers but in which the Village or Town is not technically a party to the action. In the event that an employee is subpoenaed to appear in a civil action in which the Village or Town is not a litigant, the employee shall be paid at his or her regular hourly rate when subpoenaed to appear to give testimony in a circuit or federal court but shall not be compensated for time associated with giving deposition testimony. In any situation where an employee receives his or her regular or overtime rate of pay for appearing to give testimony, the employee must turn over to the Village all subpoena fees or witness fees except mileage expense reimbursements.
- (K) **Village Deferred Compensation Plan.** Full-time employees shall be eligible to participate in the Village's deferred compensation plan. All contributions to such plan are made by individual employees. Participation in the plan is voluntary and the Village is under no obligation to provide any contributions to such plan.

#### **Article 11 – Grievance Procedure.**

- (A) **Definition.** A grievance is defined as a difference of opinion between an employee and the management, or between the Union and the management, concerning the meaning and application of the provisions of this Agreement.
- (B) **Grievance Matter.** Only one (1) grievance matter shall be covered in any one (1) grievance initiated. A written grievance shall contain a clear and concise statement of the grievance matter and should indicate the issue involved, the relief sought, the date the incident or alleged violation occurred, and the specific provision or provisions of the Agreement that are involved.
- (C) **Timely Initiation.** All grievances are to be presented promptly and no later than ten (10) calendar days from the date the grievant first became aware of, or should have become aware of, with reasonable diligence, the occurrence causing the grievance.

(D) **Procedure.** The following procedure shall apply in the processing of grievances:

**Step 1.** If an employee believes that he/she has cause for a grievance, the employee may discuss the matter with his/her Union representative. If after such discussion, it is believed there is cause for a grievance, the matter may be presented to the Fire Chief by both the employee and the Union representative. Such presentation will be done orally and an informal discussion will be held by the parties in an effort to resolve the grievance.

**Step 2.** If the grievance is not satisfactorily resolved within five calendar days from the date of the discussion in Step 1 above, the grievance shall be reduced to writing and presented to the Village Administrator. Within five (5) calendar days of the receipt of the written grievance, the Village Administrator will meet with the aggrieved employee, his/her Union representative, and the Fire Chief in an effort to resolve the grievance. The Village Administrator will issue a written answer to the grievance to the grievant and Union representative within five (5) calendar days from the date of the meeting.

**Step 3.** If the grievance is still not satisfactorily resolved in Step 2 above, the grievance may be appealed further to arbitration. Such intent by the grievant and Union representative(s) to arbitrate the grievance must be given by written notice to the Village Administrator (or his/her designated representative) within fifteen (15) calendar days from the date of receipt of the written answer in Step 2.

(E) **Arbitration.**

- (1) The party intending to arbitrate the grievance shall submit a Petition to Initiate Grievance Arbitration to the Wisconsin Employment Relations Commission (WERC) requesting assignment of a staff arbitrator.
- (2) The arbitration hearing shall be held at the earliest possible date that is mutually agreeable to the Arbitrator and the parties. The decision of the Arbitrator shall be limited to the grievance and shall be restricted solely to the interpretation of the provision or provisions of the Agreement pertaining to the grievance. In addition, the Arbitrator shall not modify, add to nor delete from the express terms of this Agreement. The decision of the Arbitrator shall be final and binding on the parties.
- (3) The cost of the Arbitrator and necessary arbitration proceeding expenses will be borne equally by the parties. Any other expenses such as attorney's fees, depositions, witness fees or a transcript of the proceedings shall be borne by the party incurring such expenses unless the parties agree to the sharing of specified expenses.

- (F) **Time Limits.** The time limits specified in the various steps of this procedure shall not include calendar days off due to an illness or accident, holidays, or an authorized vacation. If an employee or his/her Union representative fails to process a grievance within the time limits specified, the grievance will be considered to be withdrawn without prejudice. If the Fire Chief or the Village Administrator fails to answer a grievance with the time limits specified, the grievance will be automatically advanced to the next step of the procedure. However, the parties may extend the time limits specified in the procedure by mutual agreement.
- (G) **Work Now - Grieve Later.** In the event of a grievance, the Employee shall perform his/her assigned work task and grieve the dispute later. In the event of a safety situation, the work shall be immediately postponed until a satisfactory solution can be determined.

**Article 12 -- Employee Insurance and Pension Benefits.**

(A) **Health, Dental and Life Insurance.**

- (1) All full-time employees are eligible to receive individual or family coverage benefits the first month following one (1) month of employment. The current dental insurance benefits shall be continued with the entire premiums therefor paid by the Village for all full-time employees whose probationary period has been successfully completed by December 31, 2016. As to health insurance, all full-time employees who have completed their probationary period as of December 31, 2016, will be covered under the Wisconsin Public Employees Group Health Insurance Plan PO-4 option with the entire premiums therefore paid by the Village. Any full-time employee whose probationary period has been successfully completed on or after January 1, 2017 shall pay twelve (12%) percent of the then monthly premium for group health and dental insurance. The Village will also provide basic term life insurance coverage for each employee (employees only—not family members) in the face amount equal to the employee’s annual wages and shall pay the premiums therefor.

The Union understands the need for the Village to investigate multiple sources as it relates to insurance. The Union supports this as it relates to not changing the members financial responsibility. Any and all financial responsibility for employee or a family member on any insurance policy will fall onto the Village and any payment, or offset, would be paid back to the employee. It is the intention of the parties that the financial responsibility for the employee would remain the same as it is in the 2022 insurance package.

- (B) **Wages.** Wages shall be paid in accordance with the attached Exhibit “A” which is incorporated herein by reference.
- (C) **Pension.** The Village shall enroll in and make pension contributions for all represented employees to the Wisconsin Retirement System (WRS). The Village shall make contributions for the employer portion of such plan for any full-time employee. Each employee shall contribute the entire employee portion of pension contribution as determined by WRS. Any contributions made by employees shall be by payroll deduction. To the extent a change in state law is affected during the term of this Agreement and such change requires a greater or lesser contribution by either the employer or employees, both parties acknowledge that such change in state law shall supersede this paragraph and such change in the amounts of respective contributions shall be implemented immediately.
- (D) **Limited Retirement Insurance.** Retirees of the Village who were both full-time employees and members of Local 4831 as of January 1, 2011, may be entitled to payments by the Village of a portion of their premiums for continued health insurance under the then-applicable group health insurance program for the Village following their retirement and prior to their eligibility for medicare insurance, based upon the following schedule:

<b><u>Schedule</u></b>	
<b><u>Years of Service</u></b>	<b><u>% of GHIP</u></b>
25	50%
20	40%
15	33%
10	25%
5	10%

The foregoing premium payments are for the retiree only, and do not include family or spousal coverage, the cost of which shall be borne by the retiree.

Retirees shall be defined as full-time employees as of January 1, 2011, who have been eligible for health insurance coverage from the Village for a period of not less than five (5) years and who have retired from such employment. Nothing contained herein shall prohibit retirees from taking employment elsewhere. Any retiree who was not a full-time employee of the Village as of January 1, 2011, shall not be entitled to any benefit.

**Article 13 – Discipline.**

(A) **Discipline.** Employees may be disciplined for just cause by the Fire Chief. The Union shall be furnished with a copy of any written notice or reprimand, suspension or discharge. The Village agrees that it will attempt at all times to use the disciplinary process as a means to correct shortcomings on the part of Village employees in terms of their overall work performance.

- (1) The Village shall not discipline a member of Local 4831 without just cause as outlined below.
- (2) In the event of such discipline, the employee or the Union may grieve the discipline under the grievance procedure set forth above in this Article, unless the employee exercises the rights available to the employee under §62.13, Wis. Stats.

In the event the employee exercises said §62.13 rights, the Chief shall file charges with the Board only if the employee wishes to proceed under §62.13, Wis. Stats.

The employee's sole recourse from the decision of the Board of Fire Commissioners shall be in accordance with the appeal procedures provided in §62.13, Wis. Stats.

(3) **Determination of Cause.** In any grievance of a disciplinary matter under the terms of this Article, the standard to be applied by management and the appellate bodies shall be whether or not there is cause for the discipline given all of the facts and circumstance constituting the grounds for the imposition of discipline or the determination to file charges. Cause shall be determined by applying the following criteria:

- (a) Was the employee given advance notice of the possible or probable disciplinary consequences of the employee's conduct or was the conduct for which discipline is proposed to be imposed of such a nature that the employee knew or should have known that it was improper?
- (b) Was the conduct upon which discipline is to be imposed reasonably related to the effective and efficient operation of the Fire Department or the Village?
- (c) Prior to determining to impose discipline, did the Chief, or his designee, make an effort to investigate the facts relating to the conduct for which discipline is proposed?
- (d) Was the Chief's or his designee's investigation conducted fairly and objectively?

- (e) Did such investigation produce sufficient evidence or proof that the employee was guilty of the conduct for which discipline is proposed?
  - (f) Has the Chief or his designee applied a disciplinary penalty without discrimination?
  - (g) Was the degree of discipline administered in the particular case reasonably related to the seriousness of the employee's proven offense and employee's record of service with the Fire Department?
- (4) It is intended by the parties that in the event a grievance is filed pursuant to the grievance procedure of this Agreement, the grievance procedure in the Agreement shall be the sole and exclusive remedy of the Village, the Chief, the Union, and the employee in question, and that no further discipline may be meted out to any employee based upon the subject matter of the grievance in question.

In the event that a disciplinary matter is not grieved under the terms and conditions of the grievance procedure in the Agreement, the Village and the Chief may proceed in the matter of discipline of the employee in question as permitted by law, and the employee in question shall have no recourse to the grievance procedure in the Agreement.

Discipline of an employee shall only be done according to the terms and conditions of this Agreement; however, the Chief shall have the right to suspend any employee with pay pending the outcome of any grievance filed pursuant to this Agreement or under §62.13, Wis. Stats.

- (5) This section on disciplinary proceedings shall comply with federal and state laws.
- (6) Probationary employees are subject to discharge without recourse to the Grievance and Arbitration Procedures of this Agreement.
- (7) When a grievance involves discharge, it shall be reduced to writing and referred directly to Step 2 under Article 11. Step 1 would not apply in this type of case.

#### **Article 14 – Educational Reimbursement Program.**

- (A) **Purpose.** The Tuition Aid Program encourages employees to grow professionally by increasing their knowledge and skills which, in turn, benefits the Village and may lead to improved Village services. The purpose of the Tuition Aid Program is

to help employees reach their career potential by providing financial assistance on a voluntary basis for those who wish to take job-related educational courses.

While educational assistance is expected to enhance employees' performance and professional abilities, the Village cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

- (B) **Eligibility.** To be eligible for tuition reimbursement, employees must be actively employed regular, full-time employees who have passed their probationary period as specified in Article 7 of this Agreement. Any employee desiring education assistance should consult with the Fire Chief. It is necessary to obtain advance approval of the Fire Chief before enrolling in a course of study for which an employee intends to seek reimbursement. The employee must also furnish evidence of satisfactory completion of said courses to receive reimbursement.

In order to be eligible under the Tuition Aid Program, the school offering the course(s) must be accredited by at least one of the following agencies:

- (1) North Central Association of College and Secondary Schools
- (2) Distance Education and Training Council
- (3) Wisconsin Technical College System Board

- (C) **Approved Course Work.** Tuition Aid benefits are available for courses meeting at least one of the following criteria:

- (1) Courses which are directly related to the employee's current job and would improve their skills on the job.
- (2) Courses which will prepare an employee for a promotion with the Village.
- (3) Courses taken to complete requirements for either a two-year associate degree program or a four-year bachelor's degree program or a one-year diploma program.

- (D) **Stipulations.**

- (1) All courses must be taken during off-duty hours. Employees using leave benefits expressly outlined in this Agreement are off-duty for purposes of attending courses.

- (2) There should be reasonable assurance that the employee intends to remain an active Village employee for at least three (3) years after completion of course work in order to qualify for tuition assistance at public expense.
- (3) Employees on Worker's Compensation shall remain eligible for the Tuition Aid Program.
- (4) Reimbursement will not be made to an employee who is discharged for cause or who voluntarily terminates employment with the Village before completion of a course.
- (5) Reimbursement will not be made to an employee who withdraws from a course due to personal reasons.
- (6) If an employee is laid off for reasons beyond their control subsequent to the approved enrollment, eligibility for aid will continue through satisfactory completion of the course in which the employee is currently enrolled.
- (7) The Village invests in educational assistance to employees with the expectation that the investment be returned through enhanced job performance and continuous service. If an employee voluntarily separates or is discharged for cause from the Village's employment or is not expected to return from worker's compensation leave within three (3) years of the last date upon which an education assistance payment has been reimbursed by the Village to the employee, the amount of the reimbursement must be repaid by the employee to the Village. Accordingly, each employee will be required to execute a Note requiring that employee to repay up to one hundred (100%) percent of the original educational assistance reimbursement made by the Village to that employee with such Promissory Note to be executed by the recipient at the time of reimbursement. The form and substance of such Note shall be acceptable to the Village Attorney.

(E) **Reimbursement.** Tuition will be reimbursed at the following rate:

- (1) Undergraduate Degree, Associate Degree or Masters Degree Studies = 50%
- (2) Direct job related courses = 100%

Reimbursement is made after successful completion of the approved course (a grade of "C" or above for Undergraduate/Associate Degrees and direct job related courses and, a grade of "B" or above for Masters Degree). The employee must submit the final grade and proof of payment of the tuition, to the Village.

- (F) **Expenses Not Covered.** Expenses for books, supplies, lab fees and travel are not reimbursable. If the employee's tuition is covered by any grant or scholarship, the total reimbursement and the grant/scholarship together shall not exceed 100% of the total tuition amount.
- (G) **GTC Paramedic Bridge Class.** In addition to the provisions contained in Articles 14(A) through (F), any current Union member who seeks to enroll and participate in the paramedic bridge class offered by GTC may do so and Somers will be responsible for all costs and fees related directly to the class including supplies/books which are required by GTC. The Chief of the Department shall be required to approve any such enrollment so as to assure that there will be sufficient coverage for duty time within the Department. To the extent that there is a conflict between class time at the GTC paramedic bridge class and regularly scheduled duty time for an employee or employees enrolled in such class, the Fire Chief shall attempt to find coverage first by enlisting paid on call staff, all part-time staff and lastly, overtime for full-time employees. No full-time employee shall be forced to cover a shift which is left open due to another full-time employee being enrolled in the GTC paramedic bridge class. In the event that the Fire Chief is unable to cover a regularly scheduled shift where an employee is scheduled to be at the GTC paramedic bridge class, that employee must remain on shift and will be responsible to attempt to make up class time at GTC. To the extent that multiple employees from the same shift are in the GTC paramedic bridge class at the same time, it is the responsibility for all so enrolled employees to agree among themselves who will remain on shift and who will go to class. Somers will not be responsible for determining which employee must remain on shift and which employee will go to class (in the event that two employees from the same shift are scheduled to be in class at the same time) and it will be up to the employees to equalize on and off duty time where classes conflict with duty schedules. No overtime will be paid to any employee enrolled in the GTC paramedic bridge class for going to class or for clinical time during hours that are off duty.

### **Article 15 – Seniority.**

- (A) **Definition.** The seniority of a regular employee is determined by the length of his/her service, computed in years, months and days from the first day of his/her last continuous employment. In the event of multiple employees being hired on the same date, the last three (3) numbers of the social security number of each employee shall determine seniority, with the lowest number having the most seniority.
- (B) **Recognition of Principle.** The Village recognizes the principle of seniority and the Union recognizes the need for maintaining an efficient work force. In all matters involving increase or decrease of forces, layoffs, or promotions, the length of continuous uninterrupted employment with the Village shall be given primary

consideration. Skill, ability and efficiency shall be taken into consideration only where they substantially outweigh considerations of length of service, or where the most senior employee is unable to do the work.

- (C) **Uninterrupted Employment.** Uninterrupted employment shall include:
- (1) Periods of absence with leave under the FMLA provisions of this Agreement.
  - (2) Periods of absence due to illness or injury under the FMLA provisions of this Agreement.
  - (3) Periods of absence due to compensable illness or injury under the worker's compensation provisions of this Agreement.
  - (4) Periods of unpaid leave outside the scope of subsections (1), (2) or (3) immediately above, approved in advance by the Village Board.
  - (5) Periods of lay off due to lack of work per subsection (D) below.
- (D) **Layoffs by Seniority.** Layoffs of regular employees shall be subject to §62.13.Wis. Stats., and regular employee(s) laid off shall receive seven (7) calendar days' advance notice of the layoff. The bargaining committee of the Union shall be notified of all layoffs and all employee(s) being recalled at the time such notice is given. If a more senior employee desires to accept a layoff, he/she may choose to take such layoff. Employees shall be on layoff status for up to twenty-four (24) months and shall be entitled to recall during such period.
- (E) **Loss of Seniority.** An employee's seniority and the employment relationship shall be broken and terminated:
- (1) If he/she resigns.
  - (2) If he/she has been discharged for just cause and such discharge has not been challenged in accordance with the grievance procedure.
  - (3) If he/she fails to report to work within two (2) weeks after being recalled from layoff by the Village.
  - (4) Exhaustion of benefits under the provisions of this Agreement pertaining to FMLA.
  - (5) If the Employee fails to report to work following the expiration of an approved leave of absence.

- (F) **Seniority List.** The employer shall furnish an up-to-date master seniority list by May 1<sup>st</sup> of each year to the Union.

**Article 16 – “For Cause” Drug Testing.**

- (A) **Policy for Drug Testing Based Upon Reasonable Cause.** It is the policy of the Village of Somers that employees must be free of the influence of alcohol and drugs to insure the health and safety of themselves, the public and their co-workers. Therefore, whenever any management employee has reasonable cause to believe that an employee is under the influence of alcohol or drugs, the employee may be required to submit to a drug or alcohol screening test. It is also the Village’s policy that absent discipline for the misconduct, the initial response to positive test results will be to offer counseling through the Employee Assistance Program. In addition, employees who have a drug or alcohol problem will be encouraged to voluntarily seek help through the Employee Assistance Program. The Village of Somers is committed to preserving personal dignity and rights and affirms that this drug testing policy is designed to protect the rights of all employees and the public and is part of a system to provide a safe and productive place to work.
- (B) **Policy Statement.**
- (1) The Village recognizes drug and alcohol dependency as an illness and a major health problem. The Village also recognizes drug and alcohol abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize an employee’s job and it will not be noted in any personnel record.
  - (2) Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is the Village’s intent and obligation to provide a drug free, helpful, safe and secure work environment.
  - (3) The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on Village premises, or while conducting Village business off Village premises, is absolutely prohibited. Violations of this policy will result in disciplinary action up to and including termination and may have legal consequences.
- (C) **Reasonable Cause Testing.** An employee is subject to testing when there is reasonable cause to believe the worker is under the influence of alcohol or a drug, or whose performance gives rise to a reasonable suspicion that alcohol or drugs are the cause of the poor performance. The decision to require a drug or alcohol

test must be based upon a reasonable and definable belief of probable drug or alcohol use that is supported by evidence of specific contemporaneous physical, behavioral or performance indicators. All supervisory employees will be provided with training in detecting possible symptoms of drug use. Other employees may observe that a co-worker is under the influence of drugs or alcohol. Employees have an obligation to report such observations to their supervisor, especially when the safety of the employee, co-workers or the public is involved. The supervisor must then establish reasonable cause through observation or conversation with the employee suspected of being under the influence.

On a first offense which does not involve the injury to a third party or to the employee, employees will not be terminated for voluntarily seeking assistance for a substance abuse problem. However, performance, attendance or behavioral problems may result in termination of employment.

If a supervisor has reasonable suspicion to believe that an employee is under the influence of drugs or alcohol or that drug or alcohol use is responsible for performance problems, the supervisor, with the Fire Chief and/or the Village Administrator may order the employee to submit to a drug and/or alcohol screening test.

Upon being informed that a drug or alcohol test is being ordered, the employee may admit to being under the influence, or to having a problem, and seek referral to the Employee Assistance Program. If the employee refuses to accompany the supervisor, or other management person, to the testing site or if the employee refuses to sign the consent form, such refusal will be considered insubordination and will constitute an irrebutable presumption of just cause for termination of employment. A supervisor or management person will transport the employee to the test site, will provide identification of the employee and will wait for the process to be completed. The employee will be allowed to have a Union representative accompany him/her and the supervisor to the test site. After the test is completed, the employee will be provided transportation home and will be relieved of duty with pay, pending the results of the test. If it is suspected that the employee is under the influence of alcohol or drug, the employee will be taken to the appropriate testing site for a Blood Alcohol Content test or drug screening. Blood alcohol content in excess of .00 % shall be a violation of this provision.

An employee, while on duty, involved in any accident or incident that results in personal injury to the employee, a co-worker or a citizen, shall be required by the Chief or his designee, shall submit to a drug screening or Blood Alcohol Content test as soon as possible after the accident or incident. The Village will pay for the cost of the test(s). Refusal to submit to testing under such circumstances shall constitute an irrebutable presumption of just cause for insubordination resulting in termination of employment.

Employees arrested for off-the-job drug involvement may be considered to be in violation of the Village's substance abuse policy and shall constitute reasonable suspicion for testing. Where available evidence warrants, the Village will bring matters of illegal drug or alcohol use to the attention of the appropriate law enforcement authorities.

Employees on physician-prescribed medication must notify their supervisor if there is a possibility that such medication could affect job performance or safety.

- (D) **Drug Test Procedure.** The collection, transportation and testing of the specimen will be done in compliance with the protocols established by the U.S. Department of Health and Human Services under the "mandatory guidelines for federal workplace drug testing programs". These guidelines require the use of confirmatory tests, the establishment of strict chains of custody and specimen control, the utilization of testing procedures and testing laboratories that have clear records of reliability and validity, and providing the right to review all aspects of the drug testing procedures. All testing shall be administered by United Occupational Medicine, 9555 76<sup>th</sup> Street, Pleasant Prairie, WI 53158.

The drug test will include, but may not be limited to the following:

- Amphetamines Screen
- Barbiturates Screen
- Cocaine Metabolite Screen
- Methadone Screen
- Opiates Screen
- Benzodiazepines Screen
- Methaqualone Screen
- Phencyclidine Screen
- Propoxyphene Screen
- THC 100 NG Screen
- Nubain
- Rohypnol

Any detectable amounts below NIDA established threshold amounts would be reported as negative.

If the test result is negative, the employee will be immediately notified and returned to work on the next scheduled shift. Positive test results will be referred to the Medical Review Officer (MRO). The MRO will be a licensed physician with knowledge of substance abuse disorders. The Medical Review Officer will review, interpret and verify confirmed positive tests results obtained as part of this policy. Before making a final decision to verify a positive test, the MRO must give the test employee an opportunity to discuss the test result. The MRO must contact the worker confidentially to determine whether the employee wishes to

discuss the test result. A staff person under the MRO's supervision may make the initial contact, while a medically licensed or certified staff person may gather information from the employee.

When a result is reported as positive, the employee may request a retest of the specimen at his/her expense. The testing laboratory selected by the employee must be federally certified and the specimen will be sent directly from the original testing lab using appropriate chain of custody protocol. In the event the retest is negative, the Village, at the Village's expense, may seek a second retest from a testing laboratory selected by the Village and which has no association with either the first or second testing laboratory.

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

(E) **Disciplinary Actions Based Upon Reasonable Cause.**

(1) **First Incident.**

- (a) The employee admits to being under the influence of alcohol or drugs but does not seek referral to the Employee Assistance Program.

**Action:** Employee will be terminated

- (b) The employee admits to being under the influence of or tests positive for alcohol or drugs and seeks referral to the Employee Assistance Program. In the event the employee admits to being under the influence of drugs or alcohol, testing shall be mandatory.

**Action:** The employee will be suspended for the remainder of the shift without pay and will be referred to the Employee Assistance Program. A written disciplinary notice will be placed in the employee's file but will be removed after one (1) year following the successful completion of the treatment program. The employee will be allowed to use any accumulated sick leave for required inpatient or outpatient treatment that is scheduled during normal work hours. The employee may be issued discipline for other misconduct up to and including termination, particularly if injury to the employee or a third party resulted in connection with the incident. Failure to participate in the Employee Assistance Program shall result in immediate discharge and no recourse to the grievance procedures contained herein.

(2) **Second Incident Within Three Years of the First Incident.**

**Action:** Discharge.

All information related to the drug testing and results, whether positive or negative, will be kept in a file separate from the employee's personnel file so that any future personnel actions are not influenced by such information. Written disciplinary actions, however, will be part of the personnel file.

- (F) **Hold Harmless.** This drug testing program is solely initiated at the behest of the Village. The Village shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of the Collective Bargaining Agreement relating to drug testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug testing program provided such Union action is consistent with this Article.

**Article 17 – Random Drug Testing Policy and Procedure.**

(A) **Employees Subject to Testing.**

- (1) The parties agree to the establishment of a random testing program that shall include all current union and probationary employees covered by this Agreement which shall be administered by United Occupational Medicine, 9555 76<sup>th</sup> Street, Pleasant Prairie, WI 53158.
- (2) A “pool” group refers to a group of employees subject to a specific set of random selection parameters, such as the rate and periodicity of selections. It is the phrase used to describe the total sample group of employees from which the randomly selected employees will come. The Village will develop its own pool group. Any employee who has not performed bargaining unit work during the program period shall not be included in the pool group. In its discretion, the Village may add additional employees, including from other collective bargaining units, managers and any other non-Union member to its pool group.

(B) **Random Rate.**

- (1) The random “rate” is the number of selections per program period as a percentage of the pool size.
- (2) The program administrator chosen by the Village shall decide on its respective random rate for its company within the designated program period. Because the process is random, it is possible that a significant number of the selections will repeat, meaning that some employees may get picked more than once.

- (3) The random rate may be adjusted at the beginning of any program period at the discretion of the Village's program administrator.

(C) **Program Period.**

- (1) The "program period" refers to the period of time during which the random rate will be calculated. By the time the period closes, the number of completed tests must be equal the random rate.

(D) **Selection Period.**

- (1) The selection period is an interval within the program period for which a given number of random selections are performed. The frequency of selection shall be once during each calendar month, although the actual specimen collection may occur on any working day within that calendar month.
- (2) The Village shall submit a current employee list for each selection period to a third party administrator that will computer-generate a list of randomly-selected employees.
- (3) To ensure the deterrent effect of random testing, testing shall be spread out through the selection period and include a representative sample of all work days, including weekends and holidays when feasible. In no event shall an employee be required to submit to testing when the employee is not physically present on the job and engaged in bargaining unit work for the Village.

(E) **Testing Procedures.**

- (1) The cost of all tests, specimen collection and random selection shall be borne by the Village. Each randomly-selected employee shall be responsible for getting to and from the collection site in a timely manner. Failure of the employee to get to the testing site in a timely manner shall be deemed a refusal to be tested unless the employee can demonstrate by clear and convincing evidence that the failure to so appear was outside the employee's control. The Village shall be responsible for transporting any employee who does not have an individual means of transportation.
- (2) Employees are required to cooperate in all specimen collection and/or testing procedures. This shall include providing a sample either on the job or collection location and having in their possession valid picture identification and any testing paperwork given to the employee by the Village.

(F) **Testing.**

- (1) The laboratory performing all tests will be certified for Federal Workplace Drug Testing Programs by the Department of Health Services - Substance Abuse and Mental Health Service Administration (SAMHSA).
- (2) Specimen samples shall be collected at the third party administrator collection location or at the job by a third party administrator who has been properly trained to collect specimen samples to meet guidelines established by the Department of Transportation.
- (3) A split sample shall be secured from each employee tested. When a urine sample is taken, the sample will be collected in a single container and then split into two containers by the collector. When an oral swab is taken, the collector shall swipe into two separate swabs and keep each swab separate.
- (4) All initial tests will be tested by the accepted industry standard screening methodology appropriate for the type of specimen. All initial positive tests shall be confirmed by gas chromatography/mass spectrometry (GC/MS) or the appropriate industry standard confirmatory methodology appropriate for the type of specimen.
- (5) Urine and/or oral fluids may be tested.
- (6) Testing for alcohol shall be at the option of the Village. Testing for alcohol shall follow 49 CFR Part 40 Subparts J and K Procedures for Transportation Workplace Drug and Alcohol Testing Programs for the Department of Transportation, as that provision may from time to time be amended.
- (7) All illegal drugs, controlled substances, look-alike drugs, and designer drugs, may be tested for.
- (8) Use of prescription drugs outside the parameters of the prescription and physician's advice may be tested for.
- (9) The United States Department of Transportation levels for "positive" or "negative" drug test results shall be the standard when applicable. Alcohol test results of .02 and higher shall be treated the same as a positive test result.
- (10) All confirmed positive test results shall be reviewed, verified and reported to the Village by the Medical Review Officer (MRO). The MRO shall not review positive alcohol tests reported from the breathalyzer.

(G) **Test Results.**

- (1) Test results that are verified by the MRO as positive or positive dilute shall be handled in accordance with the Agreement, including termination of employment.
- (2) Test results that are verified by the MRO as adulterated or substituted as determined by the laboratory and verified by the MRO shall be treated as a positive test result.
- (3) Test results that are verified by the MRO as negative dilute shall allow for a new specimen collection and test at the Village's discretion. The second test result shall be considered the test of record and the first result disregarded.
- (4) Test results that indicate misuse of prescription drugs which have not been prescribed to the tested employee shall be treated as a positive test result.
- (5) A refusal to provide a sample shall be treated as a positive test result.
- (6) Specimen samples that cannot be collected, or collected properly due to an uncooperative employee shall be treated as a positive test result and handled in accordance with this Agreement.
- (7) In the case of a specimen sample that cannot be collected because an employee does not provide a sufficient amount of urine for the drug test (i.e. 45 ml of urine), the following procedures shall be followed:
  - (a) The collector must discard the insufficient specimen, except where the insufficient specimen was out of temperature range or showed evidence of adulteration or tampering, in which case the test is treated as a positive or positive dilute test result.
  - (b) The employee shall be given the opportunity to drink fluids but shall not be forced to drink fluids. The employee shall be informed that he or she has up to three (3) hours to produce an adequate urine specimen, and when that three (3) hour period begins and ends.
  - (c) If the employee refuses to attempt to provide a new urine specimen or leaves the collection site before the collection process is complete, it is treated as a refusal to test.
  - (d) If the employee is unable to provide an adequate urine specimen after the conclusion of the three (3) hour period, the collector must

immediately inform the employer and follow 49 CFR Part 40.193 Procedures for Transportation Workplace Drug and Alcohol Testing Programs from the Department of Transportation, as that provision may be from time to time amended. The Village, at its option, can require testing by an alternate method, including blood or oral fluids.

- (8) Test results that indicate a fatal flaw, invalid sample, cancelled test, damage in shipment, defect in collection procedures, laboratory errors shall result in a new specimen collection and test at the Village's option.

(H) **Disciplinary Actions Based Upon Random Testing.**

(1) **First Incident.**

- (a) The employee admits to being under the influence of alcohol or drugs but does not seek referral to the Employee Assistance Program.

**Action:** Employee will be terminated

- (b) The employee admits to being under the influence of or tests positive for alcohol or drugs and seeks referral to the Employee Assistance Program. In the event the employee admits to being under the influence of drugs or alcohol, testing shall be mandatory.

**Action:** The employee will be suspended for the remainder of the shift without pay and will be referred to the Employee Assistance Program. A written disciplinary notice will be placed in the employee's file but will be removed upon successful completion of the treatment program. The employee will be allowed to use any accumulated sick leave for required inpatient or outpatient treatment that is scheduled during normal work hours. The employee may be issued discipline for other misconduct up to and including termination, particularly if injury to the employee or a third party resulted in connection with the incident.

(2) **Second Incident Within Three Years of the First Incident.**

**Action:** Discharge.

All information related to the drug testing and results, whether positive or negative, will be kept in a file separate from the employee's personnel file so that any future personnel actions are not influenced by such information. Written disciplinary actions, however, will be part of the personnel file.

(I) **Employee Assistance.**

- (1) Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If, prior to submitting to a random test under this Agreement, an employee voluntarily notifies the Village Administrator or Fire Chief that he or she may have a substance abuse problem, the Village will assist the employee to enroll in the Employee Assistance Program (EAP) for that treatment, and will also counsel the employee regarding medical benefits available under the Village's health and welfare/insurance program.
- (2) If treatment necessitates time away from work, the Village shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists. In no event shall a current employee be discharged or laid off to create an employment position for an employee returning from the EAP.
- (3) Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one (1) year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

- (J) **Hold Harmless.** This drug testing program is solely initiated at the behest of the Village. The Village shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of the Collective Bargaining Agreement relating to drug testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug testing program provided such Union action is consistent with this Article.

**Article 18 – Consolidating, Merging or Combining Services.**

The Village may pursue consolidation, merger or combining of its Fire Department with that of another municipality provided that the new fire protection/E.M.S. provider employs all members represented by Local 4831. The Village shall, in the event of such a consolidation, merger or combining of such services, guarantee the wages in effect at that time for a period of eighteen (18) months, or until the members are covered by a Collective Bargaining Agreement with the new fire protection/E.M.S. provider, whichever occurs first.

**Article 19 – Residency.**

Employees shall be required to reside in the State of Wisconsin within fifteen (15) linear miles of the corporate limits of the Village or Town of Somers.

**Article 20 – Medical Examinations.**

The Union agrees that all members shall submit to periodic medical examinations in accordance with this Article.

- (A) The Village shall bear the cost of medical examinations unless the 1<sup>st</sup> and 2<sup>nd</sup> opinion is “unfit for duty”. If the 1<sup>st</sup> opinion is “unfit for duty” the employee shall bear the entire cost of the 2<sup>nd</sup> opinion unless the 2<sup>nd</sup> opinion is “fit for duty”, in which case the cost shall be shared equally by the Village and the employee. All members shall be evaluated medically by the Village’s physician (or in the case of a 2<sup>nd</sup> or 3<sup>rd</sup> opinion, by the physician rendering such 2<sup>nd</sup> or 3<sup>rd</sup> opinion) as meeting the medical requirements of NFPA 1582, Standard on Medical Requirements for Fire Fighters.
- (B) The Village shall schedule the 1<sup>st</sup> medical examination while employees are on duty. Off duty employees may agree, but shall not be required, to report to duty for medical examination for the 1<sup>st</sup> examination.
- (C) All medical examinations hereunder shall occur periodically as scheduled hereafter and shall include the following tests:
  - (1) Pre-employment Examination. This shall include a medical and occupational history including a history of any significant prior exposures. In addition, height, weight, and vital signs including blood pressure will be taken. This would also include a hearing test, pulmonary function test, and vision test. Lab testing will consist of CBC and chemistry panel and PSA screening for all male employees over 40 years of age. Additional tests will be required to work into the periodic examinations depending upon age.
  - (2) Periodic Examinations. This shall occur within thirty (30) days of an employee’s anniversary date and shall be every three (3) years between 30 and 39 years of age, and every two (2) years after 40 years of age. In addition to the components of the pre-employment examination, periodic medical examinations shall include:
    - (a) 30 years of age – medical and occupational history and physical exam, vision test, pulmonary function test, audiogram, CBC, and chemistry panel.
    - (b) 34 years of age – medical and occupational history and physical exam, vision test, and audiogram.
    - (c) 37 years of age – medical and occupational history and physical exam, vision test, and audiogram.

- (d) 40 years of age – medical and occupational history and physical exam, vision test, pulmonary function test, audiogram, CBC, and chemistry panel.
- (e) 42 years of age – medical and occupational history and physical exam, vision test, and audiogram.
- (f) 45 years of age – medical and occupational history and physical exam, vision test, audiogram gram, and treadmill/stress test.
- (g) 48 years of age – medical and occupational history and physical exam, vision test, and audiogram.
- (h) 50 years of age – medical and occupational history and physical exam, vision test, pulmonary function test, audiogram, CBC, chemistry panel, and treadmill/stress test.
- (i) 52 years of age – medical and occupational history and physical exam, vision test, and audiogram.
- (j) 55 years of age – medical and occupational history and physical exam, vision test, audiogram gram, and treadmill/stress test.
- (k) 57 years of age – medical and occupational history and physical exam, vision test, and audiogram.
- (l) 60 years of age – medical and occupational history and physical exam, vision test, pulmonary function test, audiogram, CBC, chemistry panel, and treadmill/stress test.
- (m) The same pattern would be continued until retirement from the department.

These tests may be adjusted as is indicated by prevailing medical standards such as NFPA, OSHA, CDC and the IAFF/IAFC Joint Wellness Fitness Initiative and in consult with the Occupational Medicine Physician and/or other physicians involved in the determination of exam content.

- (D) Management shall be obligated to provide the examining physician with a copy of the employee’s job description for use in determining a member’s fitness for duty. The job description for the employee may be amended from time to time.
- (E) In the event the examining physician determines an employee is not fit for duty, the employee shall be placed on approved sick leave (i.e. sick days) until the employee is rehabilitated and determined to be “fit for duty”. In the event the

employee has no available sick days, the employee may substitute other paid leave (i.e. vacation) for which the employee is eligible. Thereafter, the employee shall be placed on FMLA leave until the employee has exhausted the 2<sup>nd</sup> opinion option provided under this contract, but in any event, for no longer than sixty (60) calendar days.

- (F) In the event an employee disagrees with the opinion of the examining physician, the employee shall be entitled to obtain, at his/her expense, a 2<sup>nd</sup> opinion from a physician selected by the employee which shall be scheduled during off-duty hours. The Village, upon being notified by the employee of the name and address of the 2<sup>nd</sup> physician, shall provide the second examining physician with the job description for the employee. The employee shall be obligated to disclose to the 2<sup>nd</sup> physician the opinion of the 1<sup>st</sup>. In the event the 2<sup>nd</sup> opinion determines the employee is fit for duty, the employee shall be immediately returned to duty upon notice for his/her fitness for duty to the fire chief and shall receive any lost sick time, benefits and/or wages unless the Village asks for a 3<sup>rd</sup> opinion.
- (G) Where the employee is determined to be unfit for duty according to the 1<sup>st</sup> medical examination but fit for duty according to the 2<sup>nd</sup> medical examination, the Village may, but need not, require the employee to submit to a 3<sup>rd</sup> medical examination by a physician selected by the Village.
- (H) If the Village requires a 3<sup>rd</sup> medical examination under paragraph (G) above, management shall provide the 3<sup>rd</sup> examining physician with the job description for the employee. The employee shall be obligated to disclose to the 3<sup>rd</sup> physician the opinion of the 1<sup>st</sup> and 2<sup>nd</sup> physician. In the event the 3<sup>rd</sup> opinion determines the employee is fit for duty, the employee shall be immediately returned to duty upon notice of his/her fitness for duty to the Fire Chief and shall receive any lost sick time, benefits and/or wages. Under these circumstances the cost of the 3<sup>rd</sup> opinion shall be borne by the Village. In the event the 3<sup>rd</sup> physician determines the employee is unfit for duty the 3<sup>rd</sup> physician shall render an opinion as to whether the employee can be rehabilitated and when the employee is expected to be fit for duty. The employee may then utilize any remaining benefits under sick days, vacation days or FMLA for rehabilitation. At the conclusion of such benefit periods if the employee is still not fit for duty, then the employee will be terminated.
- (I) Where the employee is determined to be unfit according to both the 1<sup>st</sup> and 2<sup>nd</sup> medical examinations, the employee may then utilize any remaining benefits under sick days, vacation days or FMLA for rehabilitation. At the conclusion of such benefit periods if the employee is still not fit for duty, then the employee will be terminated.
- (J) In the event the 3<sup>rd</sup> examining physician determines that the employee is unfit for duty, the employee shall continue to utilize any remaining benefits under sick

days, vacation days or FMLA for rehabilitation. At the conclusion of such benefit periods if the employee is still not fit for duty, then the employee will be terminated.

**Article 21 – Annual Physical Fitness Testing.**

The Union agrees that each member assigned to emergency operations shall maintain his/her personal physical fitness at a level sufficient to pass the annual physical performance examination.

(A) **Annual Physical Performance Evaluation.**

- (1) Each member shall be evaluated and certified annually as meeting the department's minimum physical performance requirements.
- (2) The evaluation shall consist of passing the department's entry-level physical ability test, Exhibit "B" attached hereto, and shall be conducted while the member is wearing a weighted vest or SCBA airpack.
- (3) The member being tested shall complete all stations in the time set as the standard.
- (4) The evaluation shall be scheduled and conducted by the Fire Chief or his designee. The test will be scheduled at least four (4) times throughout the year.
- (5) Any member who fails to meet the minimum physical performance requirements in a calendar year for any reason shall be considered unfit for emergency operations.

- (B) **Failure to Meet Requirements.** Members who cannot meet the minimum requirements of the medical or physical evaluations in any calendar year will be allowed to take such paid sick days and/or vacation leave as the member has available and, thereafter, FMLA leave until the member is able to return to duty. If, after the exhaustion of paid sick days/vacation leave and unpaid FMLA, the member is still unable to return to duty, then the member will be terminated.

**Article 22 – Miscellaneous.**

- (A) **Pay Day.** Employees shall be paid biweekly, every other Friday. When a regular pay date falls on a holiday, employees will receive their pay on the last workday before the regularly scheduled pay day. Employees may choose direct deposit of their paycheck in the banking institution of their choice or to have a paycheck issued to them. Those who choose direct deposit will receive an itemized statement showing the current wage statement and the current year cumulative

wage statement. A net deposit will be made into one (1) designated banking institution in its entirety and will not be split in any manner by the Village. Paychecks for those who do not use direct deposit will be made available in the office of the secretary of the Village Administrator by noon on pay day. Direct deposit forms are available from the secretary of the Village Administrator.

- (B) **Address and Personal Status Change.** Each Village employee has a permanent personnel file. Employees shall fill out the personal data forms provided by the Village from time to time and this information will become part of the employee's permanent personnel file. The Employee shall keep the Village Clerk/Treasurer advised of changes in address, telephone number, change of name or marital status. This information is used only to forward necessary information or to contact the employee when it is necessary for the Village to do so. It is the Village's policy to protect the privacy of each employee. Employees may inspect information in his/her own personnel records and files in order to ensure accuracy. Should an employee desire to see his/her file, a request must be made in writing to the Village Clerk/Treasurer. The employee may then review the file in the presence of the Village Clerk/Treasurer.
- (C) **Parking.** Parking is available on the premises of the Village's facilities and is available for each employee. Except in the event of an act of negligence by a Village employee, agent or representative while working for the Village, the Village is not responsible for any damage to an employee's vehicle or its contents. Parking in reserved spaces is prohibited at all times. No unauthorized vehicles shall be parked upon Village property. No "for sale" signs shall be displayed on or adjacent to parked vehicles.
- (D) **Safety and Equipment.** The Village and the Union agree to cooperate in the ongoing objective to take all required measures to eliminate accidents and health hazards. The Village shall continue to make reasonable and necessary provision for the safety and health of employees. Suggestions and recommendations of the employees shall be received and considered by the Village in developing and maintaining such safety program as is deemed appropriate.
- (E) **Applicable Laws.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- (F) **Modification and Execution in Counterparts.** This Agreement may be executed by the signators hereto in one or more originals by the undersigned representatives of the parties hereto. By executing this contract at the space indicated below, each of the signators hereby warrants and represents to the other that such signator has full authority to bind his or her principal to the terms and conditions of this Agreement without requiring the other party to look beyond the terms of this Agreement to determine the authority of such signator to bind its principal. In the case of the Village, the undersigned representatives of the

Village hereby warrant and represent that this Agreement was approved by a majority of a quorum at a duly noticed and conducted meeting of the Village Board of the Village; furthermore, no modification of this Agreement may take place unless it is in writing and approved under the same standards as was required for the approval by the principals to this Agreement of the original agreement.

(G) **Severability.** If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending determination as to its validity, the remainder of this Agreement and the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. If a provision of this Agreement is held to be invalid, and it is lawful to negotiate an alternative provision that would be valid, the parties will enter into negotiations within thirty (30) days for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

(H) **No Precedent.** In entering into this settlement, neither the Village nor the Union makes any admission, or waives any argument(s) or defense(s) with respect to any pending dispute over the meaning or application of the predecessor Collective Bargaining Agreement.

Dated at Somers, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

VILLAGE OF SOMERS

By: \_\_\_\_\_  
George Stoner, President

Attest: \_\_\_\_\_  
Wendy Burnette, Clerk/Treasurer

Dated at Somers, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

VILLAGE OF SOMERS, LOCAL 4831

By: \_\_\_\_\_  
\_\_\_\_\_, Its duly authorized representative

By: \_\_\_\_\_  
\_\_\_\_\_, bargaining committee member

By: \_\_\_\_\_  
\_\_\_\_\_, bargaining committee member

By: \_\_\_\_\_  
\_\_\_\_\_, bargaining committee member

VILLAGE OF SOMERS

LOCAL UNION NAME: \_\_\_\_\_ No. \_\_\_\_\_

Employer: \_\_\_\_\_

Complaint and Grievance No. \_\_\_\_\_ Date \_\_\_\_\_

Employee's Supervisor \_\_\_\_\_ Work Location \_\_\_\_\_

Employee's Name \_\_\_\_\_ Hiring Date \_\_\_\_\_

Employee's Phone \_\_\_\_\_ Grade Level \_\_\_\_\_

Date of the alleged infraction \_\_\_\_\_

Statement of Grievance:

(Circumstances of Facts): (Briefly, what happened) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(The contention—what did management do wrong?)(Article or Section of contract which was violated if any) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(The Request for Settlement or corrective action desired): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signed) \_\_\_\_\_

**EXHIBIT "A"**

**Employees Whose Start Date Was On or Before 10/31/14**

Year	Start	6 Months	24 Months	48 Months	60 Months
2026	n/a	n/a	n/a	n/a	\$29.94
2027	n/a	n/a	n/a	n/a	\$30.98
2028	n/a	n/a	n/a	n/a	\$32.06

**Employees Whose Start Date Was On or After 11/1/14**

Year	Start	12 Months	36 Months	60 Months
2026	\$22.06	\$24.02	\$26.13	\$29.94
2027	\$22.83	\$24.86	\$27.04	\$30.98
2028	\$23.63	\$25.73	\$27.99	\$32.06

# EXHIBIT "B"

## Somers Fire Department Physical Agility Test Release/Hold Harmless

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Candidate Name (please print) Test Date

I, \_\_\_\_\_, am interested in becoming a member of Somers Fire Department and agree to participate in a physical agility test consisting of pulling, climbing, lifting, and carrying of equipment.

**I do realize there is a possibility of being injured while participating in this test and hereby release and hold harmless the Village of Somers, Somers Fire Department, Somers Rescue Squad, Each of Their Officers, Employees, or their representatives from any claim for injury or damages resulting from or connected with my participation in this test.**

### Physical Agility Test

Candidates/Members taking test will wear gloves, and a 50 lb. weighted vest to simulate the weight of fire-fighting equipment. The candidate/member must pass all stations without exceeding the maximum allowed time of **8 minutes (2 minutes for the warm-up + 6 minutes for the remainder of the course)**. The candidate/member must walk between stations. Once the candidate/member begins this test, he/she must continue until finishing all of the stations or exceeding the maximum time allowed. If the candidate/member is unable to complete any of the stations, he/she may withdraw from the physical agility test at any time. The tester may also stop the test due to unsafe actions.

*Aerial Ladder Climb: The candidate will climb the aerial ladder fully extended at a 70 degree. The candidate will wear a truck belt for safety. Candidate must climb to the furthest rung and touch the rung or ring a bell and climb back down. This is not a timed test.*

Pass / Fail

**Warm-up Station:** Candidate/member will walk on a treadmill at a 0% grade at 3.5mph for 2 minutes. *Candidate must not touch the handrails and will receive one warning, after the second touch candidate will be disqualified and the test will be stopped. After the 2 minutes are finished, the candidate will be asked to step off to the sides of the treadmill and wait for the treadmill to stop before proceeding to the next station (station #1).*

Pass / Fail

**Station #1 (Hose carry/stair climb):** *After completing the warm-up the candidate/member will proceed to the stairs and the time will start when candidate picks up a 2-1/2" hose pack and carry the hose-pack in any manner to the top of the stairs and bring hose-pack back down. The candidate will have 6 minutes for the remainder of the course. The candidate/member will then proceed back up the stairs in the same manner and repeat this process a total of 4 times. After the 4<sup>th</sup> climb, candidate must place hose-pack back in the starting location. The candidate/member may take multiple steps while proceeding up the stairs, but candidate/member must touch every step while coming down the stairs. At least one hand should be in contact with the hand rail at all times, while proceeding up and down the stairs. Failure to use the handrail while climbing the stairs will be considered an unsafe act and will count as a failure.*

Pass / Fail

**Station #2 (Simulated equipment Carry):** The candidate/member will pick up two 30 lb. weights, one in each hand, and carry them while walking fifty (50') feet around the cone, then back to the starting point. You are permitted to place the weight(s) on the ground and adjust your grip. Upon completion place the weights on the ground back in their original location.

Pass / Fail

**Station #3 (Forcible Entry):** Using the 10-lb. sledge hammer provided, the candidate/member must drive the sled; a 75-lb. steel beam a horizontal distance of 4-ft. until the beams strikes the opposite side. **Pushing, raking or hooking the beam is not allowed; only the head of the mallet is allowed to strike the beam. The handle must not come in contact with the beam at any time. Both hands must be above the tape mark on the handle (12-in. from the top, head end) at the point of impact.** The hammer must be placed down in designated area next to sled upon completion.

Pass / Fail

**Station #4 (Hose Drag):** The candidate/member will advance (3) connected/ uncharged sections of 2-1/2" hose-lines straight a distance of fifty (50') feet, make a right turn passed a barrel and proceed another twenty-five (25') feet to the finish line, drop to one knee and pull the hose until the first coupling crosses the finish line. You are permitted to run during the hose drag.

Pass / Fail

**Station #5 (Simulated Ceiling Pull):** The candidate/member will pull down weight attached to a rope, weighted with a fifty (50-lb.) pound weight. Candidate/member must pull down **10** times and weight must go above the line on the machine at the test station and must touch lower line on the machine. **Weight must not touch the weight stack between each pull down. Failure to go above the line will not count and tester will tell the candidate/member that it did not count.**

Pass / Fail

**Station #6 (Rescue Victim):** The candidate/member must grasp a 125-lb. mannequin by the handle(s) on the shoulder(s) of the harness (either one or both handles are permitted), drag it fifty (50') feet , make a 180 degree turn around the beam, and continue an additional fifty (50') feet to the finish line. **You are not permitted to grasp or rest on the cone. You are permitted to drop and release the mannequin and adjust your grip. The entire mannequin must be dragged until it crosses the marked finish line. This concludes the Physical Agility test and your time will stop upon completion.**

Pass / Fail

\_\_\_\_\_  
Candidate signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Tester/Officer signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

**Physical Agility Test Time:** \_\_\_\_\_

**Pass / Fail** \_\_\_\_\_  
Candidate's Initials

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Revised (3/30/2015)

**EXHIBIT "C"**

***SOMERS FIRE & RESCUE***

CHIEF  
Carson Wilkinson

P.O. Box 197  
Somers, WI 53171  
(262-859-2277)



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**2017- 2019 Vacation Selection**

1. Selection will be by seniority.
2. Each person will pick up to three days on the first round, and up to six on the second round and subsequent. The days carried over from the previous year will also be picked in the first round.  
( Carry over days from the previous year must be used by April 1<sup>st</sup>, unless preapproved by the Fire Chief)
3. Only one person will be allowed off per shift for vacation.
4. At the end of the year you can carry over up to three days into the next year without supervisory approval.
5. Up to two days a year may be broken into partial days of not less than 2 hours off per day.

**Exhibit "C"**

**Exhibit “D”**

Lieutenant shall be paid \$1,500.00 annually. This will be paid out over each pay period. Each two week pay period will have \$57.70 marked as officer pay.

Captain shall be paid \$2,000.00 annually. This will be paid out over each pay period. Each two week pay period will have \$76.92 marked as officer pay.

Training Captain shall be paid \$5,300.00 annually. This will be paid out over each pay period. Each two week pay period will have \$203.85 marked as officer pay.

Officer pay will increase annually at the same percentage as wages:

Rank	2025	2026	2027	2028
Lieutenant	\$1,500.00	\$1,545.00	\$1,599.08	\$1,655.05
Captain	\$2,000.00	\$2,060.00	\$2,132.10	\$2,206.72
Training Captain	\$5,300.00	\$5,459.00	\$5,650.07	\$5,847.82

## **Exhibit “E”**

### **Acting Chief Duties and Responsibilities**

#### **Duties**

- Responding to Somers calls as a command officer per response SOG
- Responding to mutual aid calls
- Receive phone calls for call offs of shifts
- Fill spots in the schedule caused from sick leave or absences
- Any other scene related tasks normally performed by the Chief like press interviews

#### **Notify the Fire Chief of any of the following events**

- Significant injuries or death to a department member
- Damage to equipment greater than \$500.00 in value
- Any other situation they feel exceeds the scope of any Acting Chief
- Any incident that would be classified as a disaster or any need to activate emergency management for the Village

#### **Work rules**

- Monday - Friday (non-holidays) Acting Chief is expected to be at one of the Somers Fire Stations during the hours of 0800 - 1630 but allowed to leave for meals or work related events. Hours outside of 0800 - 1630 can be worked from offsite locations within 10 miles of Somers.
- Saturday/Sunday/Holidays – Acting Chief can work from offsite locations within 10 miles of Somers
- Acting Chief must always be available by phone when performing the role of Acting Chief
- Acting Chief must abide by all Somers Fire & Rescue policies, procedures and SOGs even when working from offsite



www.somers.org

P.O. Box 197, Somers, WI 53171 • PH: (262) 859-2822 • FAX: (262) 859-2331

**VILLAGE OF SOMERS  
VILLAGE BOARD  
MEETING ITEM MEMORANDUM**

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**MEETING DATE:** September 23, 2025

**TO:** Village President Stoner and Village Trustees

**PREPARED BY:** Wendy Burnette – Clerk/Treasurer

**AGENDA ITEM:** #10 Action on Operator’s Licenses: Josephine Franklin, Edie Hamilton, Kiera Crawley, Ryan Ridley

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**BACKGROUND:**

Josephine Franklin, Edie Hamilton, Kiera Crawley, and Ryan Ridley have applied for operator’s licenses for the Village of Somers.

No discrepancies with the application.

**SUGGESTED ACTION/ACTION REQUESTED/COMMENTS:**

Staff recommends approval. In the event that the Village Board agrees with the recommendation to approve: Operators’ applications, a suggested motion would be as follows:

*“Motion to approve Operator License for: Josephine Franklin, Edie Hamilton, Kiera Crawley, and Ryan Ridley.”*

**ATTACHMENTS:**

None