



AGENDA OF THE TRANSIT COMMISSION

WEDNESDAY, FEBRUARY 2, 2022, 8:15 AM
TRANSIT
901 University Ave

A. Roll Call.

1. Roger Kolb, Chair; Emily Ysebaert, Vice-Chair; Kevin Kuehn, Secretary; Alderman Randy Scannell, Rashad Cobb, Michael Conley-Kuhagen and Jessica Franco-Morales

B. Approval of the Agenda.

1. Approval of February 2, 2022 Transit Commission Agenda

C. Approval of Minutes.

1. Approval of December 15, 2021 Transit Commission Minutes

D. Regular Business.

1. Discussion/Actions: Green Bay Metro Transit Microtransit RFP 2021-34
2. Discussion/Action: Intercity Bus Agreements

E. Closed Session.

1. Update: Amalgamated Transit Union, Local 857 Collective Bargaining Agreement

F. Informational.

1. Marketing Report
2. Operational Reports
3. Financial Report
4. Director's Report
5. Next Transit Commission Meeting: Wednesday, March 16, 2022

G. Adjournment.

- 1) **ACCESSIBILITY:** Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 2) **QUORUM:** Please take notice that a majority or quorum of the Common Council will attend this Transit Commission meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 3) **REPRESENTATION:** The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

February 2, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # B.1

Approval of February 2, 2022 Transit Commission Agenda

BACKGROUND

Enclosed is the agenda for the Transit Commission meeting being held on February 2, 2022.

RECOMMENDATION

Staff recommends the approval of the agenda for February 2, 2022.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

February 2, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # C.1

Approval of December 15, 2021 Transit Commission Minutes

BACKGROUND

Enclosed are the proposed minutes from the Transit Commission meeting held on December 15, 2021.

RECOMMENDATION

Staff recommends the approval of the minutes from December 15, 2021.

FISCAL IMPACT

ATTACHMENTS

- I. December 15, 2021



MINUTES OF THE TRANSIT COMMISSION

WEDNESDAY, DECEMBER 15, 2021, 8:15 AM

TRANSIT

901 University Ave

A. ROLL CALL.

I. Roger Kolb, Chair; Emily Ysebaert, Vice-Chair; Kevin Kuehn, Secretary; Alderman Randy Scannell, Rashad Cobb, Michael Conley-Kuhagen and Jessica Franco-Morales

Present: Randy Scannell, Roger Kolb, Rashad Cobb, Michael Conley-Kuhagen, Excused: Emily Ysebaert

Chair Roger Kolb called the meeting to order at 8:20 a.m.

B. APPROVAL OF THE AGENDA.

I. Approval of December 15, 2021 Transit Commission Agenda

Moved by Ald. Randy Scannell, seconded by Michael Conley-Kuhagen to approve the December 15, 2021 agenda. Motion carried.

Yes- Randy Scannell, Roger Kolb, Rashad Cobb, Michael Conley-Kuhagen, No- None, Abstain- None

C. APPROVAL OF MINUTES.

I. Approval of November 17, 2021 Transit Commission Minutes

Moved by Ald. Randy Scannell, seconded by Michael Conley-Kuhagen to approve the minutes from the November 17, 2021 meeting. Motion carried.

Yes- Randy Scannell, Roger Kolb, Rashad Cobb, Michael Conley-Kuhagen, No- None, Abstain- None

D. PUBLIC HEARING

I. Public Hearing on the Proposal of Discontinuing the Green Saturday Program and Implementing the Low Income Fare Trip (LIFT) Program

Chair Roger Kolb opened the public hearing for comment.

Chair Roger Kolb asked three times if anyone wished to speak. Hearing no comment, Chair Roger Kolb closed the public hearing.

Moved by Ald. Randy Scannell, seconded by Michael Conley-Kuhagen to close the public hearing. Motion carried.

Yes- Randy Scannell, Roger Kolb, Rashad Cobb, Michael Conley-Kuhagen, No- None, Abstain- None

E. REGULAR BUSINESS.

1. Discussion/Action: Discontinuing the Green Saturday Program

Director Kiewiz stated the newly approved LIFT Program will give riders the ability to self-certify to receive up to four (4) low income passes per month. The LIFT Program will be flexible and beneficial for riders who need to access medical and various other appointments where business hours are only Monday through Friday.

We will have a cap of 500 passes per month, and will report back to the Commission on how the program is doing.

Moved by Ald. Randy Scannell, seconded by Michael Conley-Kuhagen to approve discontinuing the Green Saturday Program and implement the Low Income Fare Trip Program (LIFT) as of January 1, 2022. Motion carried.

Yes- Randy Scannell, Roger Kolb, Rashad Cobb, Michael Conley-Kuhagen, No- None, Abstain- None

2. Discussion/Action: Metro Transit Fare and Fee Policy

Moved by Ald. Randy Scannell, seconded by Michael Conley-Kuhagen to approve the Metro Transit Fare and Fee Policy. Motion carried.

Yes- Randy Scannell, Roger Kolb, Rashad Cobb, Michael Conley-Kuhagen, No- None, Abstain- None

3. Discussion/Action: Intercity Bus Agreements

Director Kiewiz stated WisDOT does the oversight of the intercity buses.

The Jefferson Lines agreement expires 12/31/21. The new vendor, Coach USA, will be taking over in January 2022.

They are not looking for Green Bay Metro to sell tickets as they are pushing for electronic ticketing with smartphones, tablets and website.

Director Kiewiz is still working with WisDOT and Coach USA on finalizing the intercity bus agreement.

Moved by Ald. Randy Scannell, seconded by Michael Conley-Kuhagen to hold the intercity bus agreement until the next meeting. Motion carried.

Yes- Randy Scannell, Roger Kolb, Rashad Cobb, Michael Conley-Kuhagen, No- None, Abstain- None

F. INFORMATIONAL.

1. Operational Reports

Reports included: Fixed Route and Paratransit Ridership, Micro KPI's for November

Director Kiewiz provided a brief overview of the November ridership reports for Fixed Route, Paratransit and Microtransit.

2. Financial Report

Director Kiewiz reviewed the operating expense report through October of 2021. Currently, Metro is below budget.

3. Director's Report

Director Kiewiz provided an overall update.

The Game Day routes provided 2,400 trips for the December 12, 2021 game. We had a few passengers not compliant with the rules of wearing a facemask.

Metro is working on various projects, we are waiting for two arms for the gate project and the e-fare reader will be set to go on January 1st. Andrea will be doing training on how to use the e-fare readers for riders.

4. Next Transit Commission Meeting: Wednesday, February 2, 2022

G. ADJOURNMENT.

No quorum to adjourn. The meeting ended at 8:55 a.m.



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

February 2, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # D.I

Discussion/Actions: Green Bay Metro Transit Microtransit RFP 2021-34

BACKGROUND

In 2020, Green Bay Metro entered into an agreement with Via transportation for microtransit services. Due to the pandemic, this agreement was made under public emergency/unacceptable delay. Green Bay Metro was advised by the Federal Transit Administration to conduct a full procurement by June 2022. Staff began this process in the fall of 2021 to allow adequate time for potential vendors. The RFP that was issued was for the period of June 1, 2022 - March 28, 2025. Moving forward, the intention is to procure paratransit and microtransit services together.

RECOMMENDATION

Staff recommends awarding to Flatiron Transit (Via), the lowest responsible, responsive bidder as presented.

FISCAL IMPACT

ATTACHMENTS

- I. RFP #2021-34 Recommendation for Award Letter



Purchasing Department
100 North Jefferson Street - Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

RE: Notice of Intent to Award: Microtransit Services RFP #2021-34

Dear Vendors,

The Green Bay Metro Transit has completed their evaluation of the response to RFP #2021-34 issued on November 10, 2021. The proposal submitted by Flatiron Transit LLC (Via) was evaluated to confirm they meet all minimum specifications and are the best value for Metro Transit based on the criteria stated in the RFP. We announce our recommendation to award the contract per terms in the RFP to:

- **Flatiron Transit LLC per terms in the Contract for Microtransit Services for an estimated cost of \$1.2 million per year.**

This recommendation will be brought for approval before the Green Bay Transit Commission meeting on Wednesday, February 2, at 8:15am CT for final approval. This meeting is open to the public and attendance is not required. If you plan to attend, please confirm the date, time and room prior to the meeting by visiting our website, www.greenbaywi.gov. For your reference, a copy of the proposal summary is attached.

Thank you for the time and effort in submitting a proposal and for your continued interest in doing business with Green Bay Metro Transit. If you have any questions, or require additional information, please feel free to contact me at 920-448-3051.

Sincerely,

City of Green Bay
Diane Kruse, CPM, C.P.I.M.
Buyer

January 28, 2022

TO: Green Bay Transit Commission
FR: Diane Kruse, Buyer
RE: **Microtransit Services RFP #2021-34**
Cc: Patty Kiewiz,

RFP Scope/Objectives	The City of Green Bay and Green Bay Metro requested proposals from qualified vendors to provide Microtransit Services.															
	The primary goal of this RFP was to find a vendor to provide the following services: • Maintain a high level of service to Microtransit clients at a competitive cost • Make a seamless transition with no lapse in customer service if a new vendor is selected • Allow flexibility for Green Bay Metro to make changes to its Microtransit business model on a “as needed basis”.															
Timelines:	November 10, 2021 December 22, 2021	RFP issued to Vendors via demandstar and vendornet public bidding sites. Due date for responses														
		Vendor response: Flatiron Transit LLC. (Via – River North Transit LLC)														
	January 3 - 10, 2022	Evaluation and review of proposal to confirm vendors proposal met all requirements.														
	January 14-18,2022	Best and Final Offer submitted to Flatiron Transit LLC. (Via – River North Transit).														
	January 28, 2022	Intent to award issued.														
	February 2, 2022	Award recommendation considered by the Green Bay Metro Transit Commission.														
	CITY OF GREEN BAY PROPOSAL PRICING SUMMARY RFP #2021-34 Green Bay Metro Transit Microtransit Services <table><tr><td>Planholders: 4</td><td>VENDOR #1</td></tr><tr><td>Date Issued: 11/10/21</td><td>Flatiron Transit LLC.</td></tr><tr><td>Date Due: 12/22/21</td><td></td></tr><tr><td>DESCRIPTION</td><td></td></tr><tr><td>Year 1, 12 Months June 1, 2022-May 31, 2023 Price per Service Hour:</td><td>\$73.00</td></tr><tr><td>Year 2, 12 Months Jun 1, 2023-May 31, 2024 Price per Service Hour:</td><td>\$75.92</td></tr><tr><td>10 Months Remaining Jun 1, 2024-March 28, 2025 Price per Service Hour:</td><td>\$78.96</td></tr></table>		Planholders: 4	VENDOR #1	Date Issued: 11/10/21	Flatiron Transit LLC.	Date Due: 12/22/21		DESCRIPTION		Year 1, 12 Months June 1, 2022-May 31, 2023 Price per Service Hour:	\$73.00	Year 2, 12 Months Jun 1, 2023-May 31, 2024 Price per Service Hour:	\$75.92	10 Months Remaining Jun 1, 2024-March 28, 2025 Price per Service Hour:	\$78.96
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10 Months Remaining Jun 1, 2024-March 28, 2025 Price per Service Hour:	\$78.96															
Recommendation	The evaluation committee recommends the award of the Green Bay Metro Microtransit RFP #2021-34 to Flatiron Transit LLC. (Via – River North Transit LLC).															



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

February 2, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # D.2

Discussion/Action: Intercity Bus Agreements

BACKGROUND

Green Bay Metro entered into an agreement with Jefferson Lines in 2018. This agreement allowed for Jefferson Lines, Lamers and Indian Trails, intercity buses to utilize the transit facility and for Metro staff to sell intercity bus tickets. This service is subsidized by WisDOT. WisDOT has awarded the intercity bus agreement effective January 1, 2022 to Coach USA. Based on the change and the need for a new agreement, staff worked with the city legal department to create a standard agreement for usage of Green Bay Metro transitway and facility. Director Kiewiz will discuss the methodology in calculating the fees. Currently, Amtrak is on an MOU and the new agreement including the new fees has been provided to them and will be brought to the commission for approval, if they elect to proceed. Director Kiewiz is working with Indian Trails and Lamers on potentially selling tickets for them.

RECOMMENDATION

Staff recommends approval of the Coach USA and Van Galder agreements as presented, pending FTA approval. Staff respectfully requests approval to potentially modify the Indian Trails and Lamers agreements to include ticket sales, pending FTA approval.

FISCAL IMPACT

ATTACHMENTS

1. Lamers - UNSIGNED 1.24.22
2. SIGNED InterCity Bus Agreement Sam Van Galder Inc. Green Bay Transit 1.25.2022
3. SIGNED InterCity Bus Agreement Wis Coach USA Final 1-25-2022
4. InterCity Bus Agreement Indian Trails Final 1-25-2022

STANDARD INDEPENDENT CONTRACTOR AGREEMENT

LAMERS BUS LINES, INC.

AND

GREEN BAY METRO

THIS AGREEMENT, entered into as of the 1st day of January 2022, by and between LAMERS BUS LINES, INC., (hereinafter referred to as "LAMERS"), a corporation, and CITY OF GREEN BAY - GREEN BAY METRO SYSTEM (hereinafter referred to as "BUS STOP LICENSOR"), collectively referred to as the Parties.

WHEREAS, LAMERS offers thruway intercity bus service using contracted motor coach operators; and

WHEREAS, LAMERS wishes to stop motor coaches at a location provided by BUS STOP LICENSOR described in "Attachment A" (the "Location") in order to board and drop off passengers; and

WHEREAS, BUS STOP LICENSOR will permit LAMERS to stop motor coaches at the Location, subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the Parties herein, it is hereby agreed as follows:

(1) LAMERS may stop motor coaches, not to exceed (1) one stop per day, at the Location. Any schedule changes whether to increase or decrease stops must be requested by written (30) thirty day notice to BUS STOP LICENSOR. Such schedule change requests must be approved by BUS STOP LICENSOR before becoming effective.

(2) LAMERS shall pay BUS STOP LICENSOR a fee \$ 228 per month of operation and use of the Location. Fees shall be invoiced (1) one month in advance, and payment shall be due by the first of each month. . It is understood and agreed by and between the Parties that time is of the essence with respect to

payment of the monthly fee set forth above. Failure on the part of LAMERS to make payment in accordance with the terms of this Agreement shall cause this Agreement to automatically terminate.

(3) LAMERS shall present to the City of Green Bay and Green Bay Metro a Certificate of Insurance with coverage and minimum policy limits as set forth herein. It is hereby agreed and understood that the insurance required of LAMERS by the City of Green Bay and Green Bay Metro is primary coverage and that any insurance or self-insurance maintained by the City of Green Bay and or Green Bay Metro, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy.

1. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- (a) \$1,000,000 each occurrence limit
- (b) \$1,000,000 personal injury and advertising injury
- (c) \$1,000,000 general aggregate
- (d) \$1,000,000 products – completed operations aggregate

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (a) Premises and Operations Liability
- (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay and or Green Bay Metro, its officers, council members, agents, employees, authorized volunteers and the named insured
- (c) Personal Injury
- (d) Explosion, collapse and underground coverage

(e) Products/Completed Operations

(f) Independent Contractors

2. BUSINESS AUTOMOBILE COVERAGE

A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:

\$100,000 Each Accident

\$500,000 Disease Policy Limit

\$100,000 Disease - Each Employee

4. ADDITIONAL PROVISIONS

* Additional Insured – On all Liability Policies, City of Green Bay and Green Bay Metro, and its officers, council members, agents, employees, and authorized volunteers shall be “Additional Insureds.”

* Endorsement - The Additional Insured and Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

* Waiver of Subrogation – Waivers of subrogation in favor of the City of Green Bay and Green Bay Metro must be endorsed onto Worker’s Compensation, Commercial General Liability and Automobile Liability Coverages. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City of Green Bay and Green Bay Metro, its officers, officials,

employees and volunteers for losses paid under the terms of the policy that arises from the work or activities performed by the named insured as contemplated the terms of this Agreement.

* Certificates of Insurance - A copy of the Certificate of Insurance must be on file with the Risk Management.

* Acceptability of Insurers - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City of Green Bay and or Green Bay Metro reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

* Written Notice of Cancellation or Non-Renewal shall be sent to the City of Green Bay no less than thirty (30) days prior to such cancellation or non-renewal at the following address:

City of Green Bay
Attn: Risk Management
100 North Jefferson Street
Green Bay, Wisconsin 54301

(4) LAMERS hereby agrees to indemnify, defend and hold harmless the City of Green Bay and or Green Bay Metro, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of LAMERS or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay and or Green Bay Metro its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay and or Green Bay Metro, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay and or

Green Bay Metro, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

LAMERS shall reimburse the City of Green Bay and or Green Bay Metro, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that LAMERS employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be LAMERS's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay and Green Bay Metro its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

(5) During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

(6) This Agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

(7) If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(8) Nothing in this Agreement is intended nor may be construed to create between BUS STOP LICENSOR and LAMERS either an employer/employee, joint venture, landlord/tenant, or any other

similar relationship. No agent, employee or representative of either Party shall be deemed to be an agent, employee or representative of the other Party. Neither Party shall have the authority to act for or on behalf of the other Party to bind the other Party without the express written approval of the other Party.

(9) The term of this AGREEMENT shall begin on January 1, 2022 and shall end on December 31, 2022.

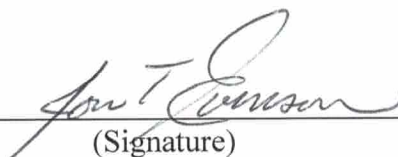
The Agreement shall thereafter automatically renew for additional (1) one - year terms. Either Party may terminate this AGREEMENT by providing (60) sixty days of advance written notice to the other Party.

(10) This Agreement constitutes the Parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties.

(11) This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the Parties will be deemed to constitute a single, enforceable Contract.

LAMERS

GREEN BAY METRO

BY: 
(Signature)

BY: _____
Roger Kolb, Transit Commission Chair

NAME: Jon T. Evenson

TITLE: Manager, Intercity Operations

BY: _____
Patty Kiewiz – Green Bay Metro Director

DATE: 01/24/2022

DATE: _____

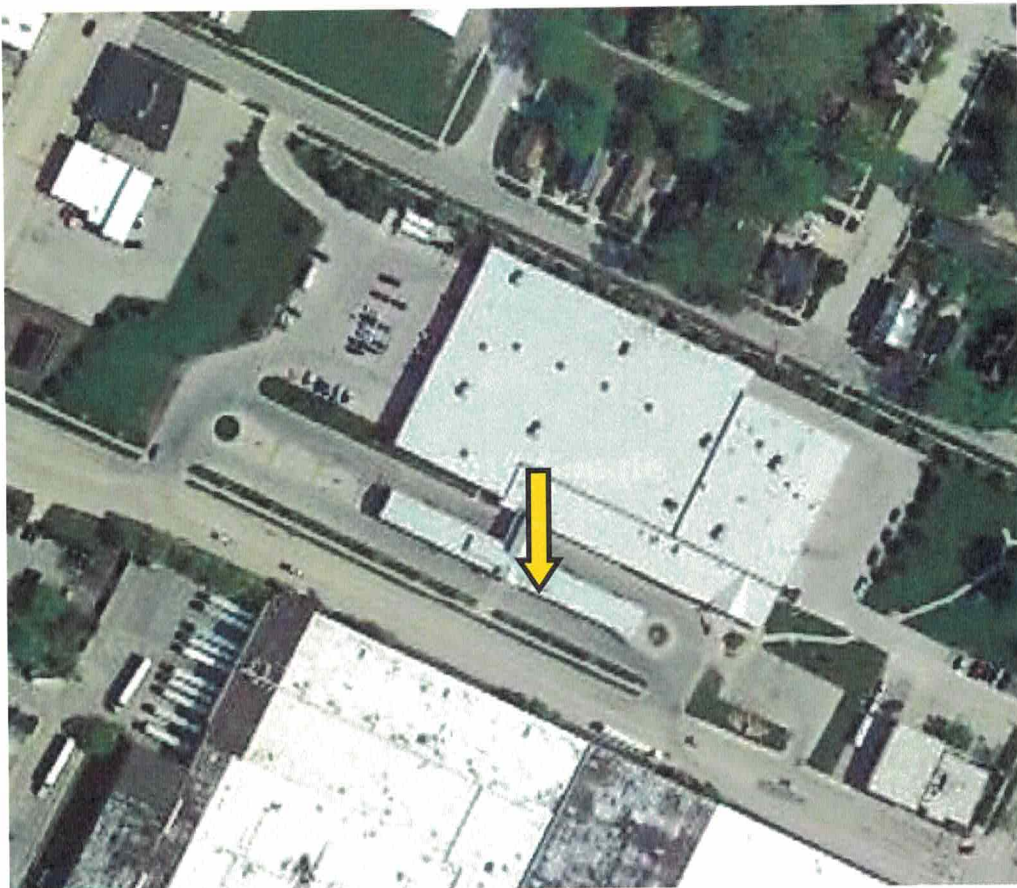
ATTACHMENT A
BUS STOP LOCATION

Buses will stop at the Green Bay Metro Transportation Center, in a designated bus slip.

The address is:

901 University Avenue
Green Bay, WI 54302

The location is shown in the aerial photo below:



STANDARD INDEPENDENT CONTRACTOR AGREEMENT

SAM VAN GALDER, INC.

AND

GREEN BAY METRO

THIS AGREEMENT, entered into as of the 25th day of January 2022, by and between SAM VAN GALDER, INC., (hereinafter referred to as "SAM VAN GALDER, INC."), a corporation, and CITY OF GREEN BAY - GREEN BAY METRO SYSTEM (hereinafter referred to as "BUS STOP LICENSOR"), collectively referred to as the Parties.

WHEREAS, SAM VAN GALDER, INC. offers thruway intercity bus service using contracted motor coach operators; and

WHEREAS, SAM VAN GALDER, INC. wishes to stop motor coaches at a location provided by BUS STOP LICENSOR described in "Attachment A" (the "Location") in order to board and drop off passengers; and

WHEREAS, BUS STOP LICENSOR will permit SAM VAN GALDER, INC. to stop motor coaches at the Location, subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the Parties herein, it is hereby agreed as follows:

(1) SAM VAN GALDER, INC. may stop motor coaches, not to exceed (2) two stops per day, at the Location. Any schedule changes whether to increase or decrease stops must be requested by written (30) thirty day notice to BUS STOP LICENSOR. Such schedule change requests must be approved by BUS STOP LICENSOR before becoming effective.

(2) SAM VAN GALDER, INC. shall pay BUS STOP LICENSOR a fee \$ 457 per month of operation and use of the Location. Fees shall be invoiced (1) one month in advance, and payment shall be due by the

first of each month. . It is understood and agreed by and between the Parties that time is of the essence with respect to payment of the monthly fee set forth above. Failure on the part of SAM VAN GALDER, INC. to make payment in accordance with the terms of this Agreement shall cause this Agreement to automatically terminate.

(3) SAM VAN GALDER, INC. shall present to the City of Green Bay and Green Bay Metro a Certificate of Insurance with coverage and minimum policy limits as set forth herein. It is hereby agreed and understood that the insurance required of SAM VAN GALDER, INC. by the City of Green Bay and Green Bay Metro is primary coverage and that any insurance or self-insurance maintained by the City of Green Bay and or Green Bay Metro, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy.

1. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- (a) \$1,000,000 each occurrence limit
- (b) \$1,000,000 personal injury and advertising injury
- (c) \$1,000,000 general aggregate
- (d) \$1,000,000 products – completed operations aggregate

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (a) Premises and Operations Liability
- (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay and or Green Bay Metro, its officers, council members, agents, employees, authorized volunteers and the named insured

(c) Personal Injury

(d) Independent Contractors

2. BUSINESS AUTOMOBILE COVERAGE

A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:

\$100,000 Each Accident

\$500,000 Disease Policy Limit

\$100,000 Disease - Each Employee

4. ADDITIONAL PROVISIONS

* Additional Insured – On all Liability Policies, City of Green Bay and Green Bay Metro, and its officers, council members, agents, employees, and authorized volunteers shall be “Additional Insureds.”

* Endorsement - The Additional Insured and Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

* Waiver of Subrogation – Waivers of subrogation in favor of the City of Green Bay and Green Bay Metro must be endorsed onto Worker’s Compensation, Commercial General Liability and Automobile Liability Coverages. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City of Green Bay and Green Bay Metro, its officers, officials,

employees and volunteers for losses paid under the terms of the policy that arises from the work or activities performed by the named insured as contemplated the terms of this Agreement.

* Certificates of Insurance - A copy of the Certificate of Insurance must be on file with the Risk Management.

* Acceptability of Insurers - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City of Green Bay and or Green Bay Metro reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

* Written Notice of Cancellation or Non-Renewal shall be sent to the City of Green Bay no less than thirty (30) days prior to such cancellation or non-renewal at the following address:

City of Green Bay
Attn: Risk Management
100 North Jefferson Street
Green Bay, Wisconsin 54301

(4) SAM VAN GALDER, INC. hereby agrees to indemnify, defend and hold harmless the City of Green Bay and or Green Bay Metro, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of SAM VAN GALDER, INC. or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay and or Green Bay Metro its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay and or Green Bay Metro, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability

results from the sole negligence of the City of Green Bay and or Green Bay Metro, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

SAM VAN GALDER, INC. shall reimburse the City of Green Bay and or Green Bay Metro, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that SAM VAN GALDER, INC. employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be SAM VAN GALDER, INC.'s responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay and Green Bay Metro its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

(5) During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

(6) This Agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

(7) If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(8) Nothing in this Agreement is intended nor may be construed to create between BUS STOP LICENSOR and SAM VAN GALDER, INC. either an employer/employee, joint venture, landlord/tenant,

or any other similar relationship. No agent, employee or representative of either Party shall be deemed to be an agent, employee or representative of the other Party. Neither Party shall have the authority to act for or on behalf of the other Party to bind the other Party without the express written approval of the other Party.

(9) The term of this AGREEMENT shall begin on January 1, 2022 and shall end on December 31, 2022. The Agreement shall thereafter automatically renew for additional (1) one - year terms. Either Party may terminate this AGREEMENT by providing (60) sixty days of advance written notice to the other Party.

(10) This Agreement constitutes the Parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties.

(11) This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the Parties will be deemed to constitute a single, enforceable Contract.

SAM VAN GALDER, INC.

GREEN BAY METRO

BY: Allen Fugate
(Signature)

BY: _____
Roger Kolb, Transit Commission Chair

NAME: Allen Fugate

TITLE: General Manager

BY: _____
Patty Kiewiz – Green Bay Metro Director

DATE: 1/25/2022

DATE: _____

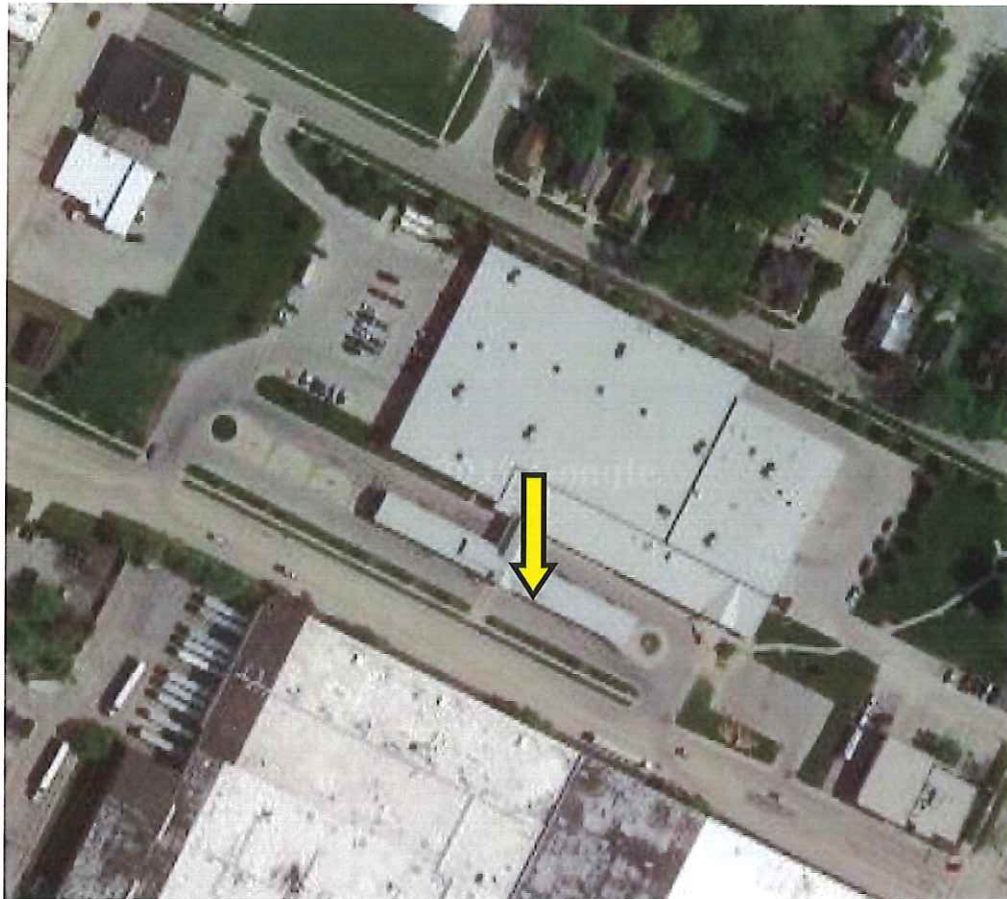
ATTACHMENT A
BUS STOP LOCATION

Buses will stop at the Green Bay Metro Transportation Center, in a designated bus slip.

The address is:

901 University Avenue
Green Bay, WI 54302

The location is shown in the aerial photo below:



STANDARD INDEPENDENT CONTRACTOR AGREEMENT

WISCONSIN COACH LINES

AND

GREEN BAY METRO

THIS AGREEMENT, entered into as of the 25th day of January 2022, by and between WISCONSIN COACH LINES, (hereinafter referred to as "WCL"), a corporation, and CITY OF GREEN BAY - GREEN BAY METRO SYSTEM (hereinafter referred to as "BUS STOP LICENSOR"), collectively referred to as the Parties.

WHEREAS, WCL offers thruway intercity bus service using contracted motor coach operators; and

WHEREAS, WCL wishes to stop motor coaches at a location provided by BUS STOP LICENSOR described in "Attachment A" (the "Location") in order to board and drop off passengers; and

WHEREAS, BUS STOP LICENSOR will permit WCL to stop motor coaches at the Location, subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the Parties herein, it is hereby agreed as follows:

(1) WCL may stop motor coaches, not to exceed (2) two stops per day, at the Location. Any schedule changes whether to increase or decrease stops must be requested by written (30) thirty day notice to BUS STOP LICENSOR. Such schedule change requests must be approved by BUS STOP LICENSOR before becoming effective.

(2) WCL shall pay BUS STOP LICENSOR a fee \$ 457 per month of operation and use of the Location.

Fees shall be invoiced (1) one month in advance, and payment shall be due by the first of each month. . It is understood and agreed by and between the Parties that time is of the essence with respect to payment of

the monthly fee set forth above. Failure on the part of WCL to make payment in accordance with the terms of this Agreement shall cause this Agreement to automatically terminate.

(3) WCL shall present to the City of Green Bay and Green Bay Metro a Certificate of Insurance with coverage and minimum policy limits as set forth herein. It is hereby agreed and understood that the insurance required of WCL by the City of Green Bay and Green Bay Metro is primary coverage and that any insurance or self-insurance maintained by the City of Green Bay and or Green Bay Metro, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy.

1. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- (a) \$1,000,000 each occurrence limit
- (b) \$1,000,000 personal injury and advertising injury
- (c) \$1,000,000 general aggregate
- (d) \$1,000,000 products – completed operations aggregate

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (a) Premises and Operations Liability
- (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay and or Green Bay Metro, its officers, council members, agents, employees, authorized volunteers and the named insured
- (c) Personal Injury
- (d) Independent Contractors

2. BUSINESS AUTOMOBILE COVERAGE

A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:

\$100,000 Each Accident

\$500,000 Disease Policy Limit

\$100,000 Disease - Each Employee

4. ADDITIONAL PROVISIONS

* Additional Insured – On all Liability Policies, City of Green Bay and Green Bay Metro, and its officers, council members, agents, employees, and authorized volunteers shall be “Additional Insureds.”

* Endorsement - The Additional Insured and Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

* Waiver of Subrogation – Waivers of subrogation in favor of the City of Green Bay and Green Bay Metro must be endorsed onto Worker’s Compensation, Commercial General Liability and Automobile Liability Coverages. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City of Green Bay and Green Bay Metro, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work or activities performed by the named insured as contemplated the terms of this Agreement.

* Certificates of Insurance - A copy of the Certificate of Insurance must be on file with the Risk Management.

* Acceptability of Insurers - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City of Green Bay and or Green Bay Metro reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

* Written Notice of Cancellation or Non-Renewal shall be sent to the City of Green Bay no less than thirty (30) days prior to such cancellation or non-renewal at the following address:

City of Green Bay
Attn: Risk Management
100 North Jefferson Street
Green Bay, Wisconsin 54301

(4) WCL hereby agrees to indemnify, defend and hold harmless the City of Green Bay and or Green Bay Metro, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of WCL or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay and or Green Bay Metro its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay and or Green Bay Metro, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay and or Green Bay Metro, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

WCL shall reimburse the City of Green Bay and or Green Bay Metro, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal

expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that WCL employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be WCL's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay and Green Bay Metro its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

(5) During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

(6) This Agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

(7) If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(8) Nothing in this Agreement is intended nor may be construed to create between BUS STOP LICENSOR and WCL either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. No agent, employee or representative of either Party shall be deemed to be an agent, employee or representative of the other Party. Neither Party shall have the authority to act for or on behalf of the other Party to bind the other Party without the express written approval of the other Party.

(9) The term of this AGREEMENT shall begin on January 1, 2022 and shall end on December 31, 2022.

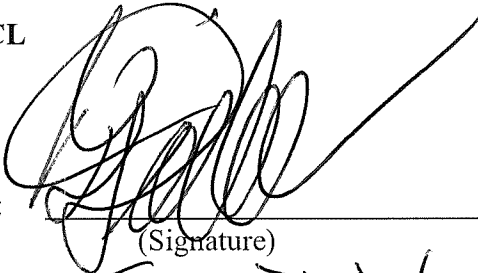
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WCL

BY:


(Signature)

NAME:

Tom Dieckman

TITLE:

Vice President & General Manager

DATE:

January 25, 2022

GREEN BAY METRO

BY:

Roger Kolb, Transit Commission Chair

BY:

Patty Kiewiz – Green Bay Metro Director

DATE:

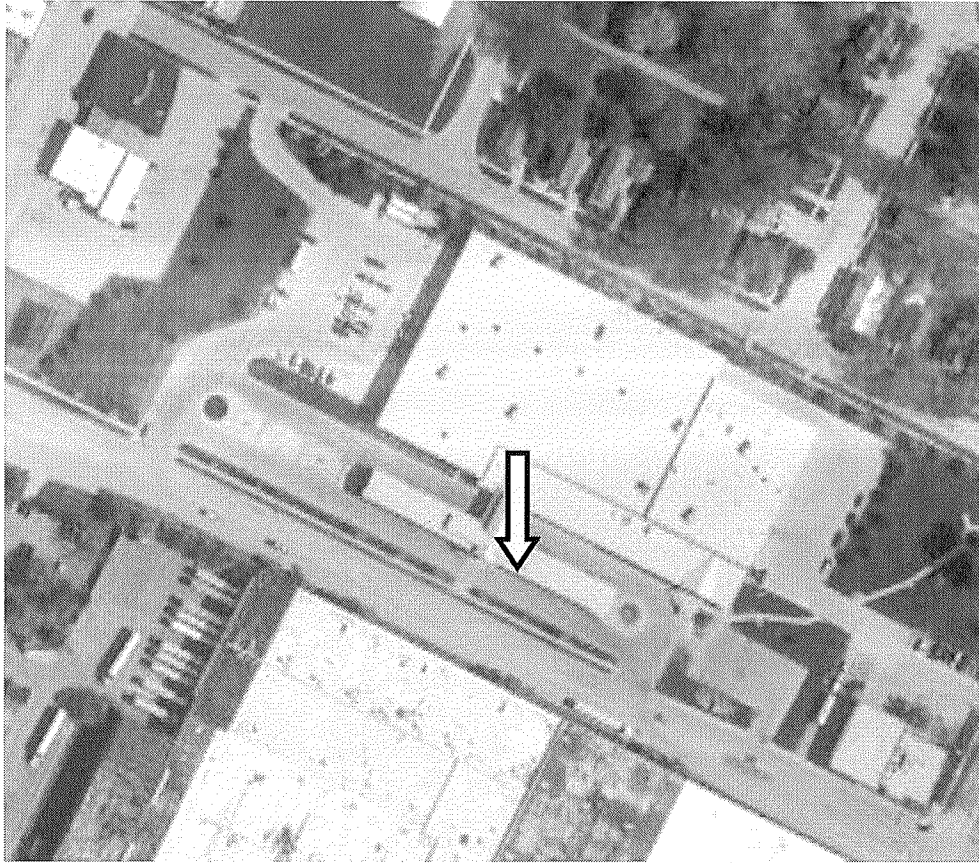
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The location is shown in the aerial photo below:



STANDARD INDEPENDENT CONTRACTOR AGREEMENT

INDIAN TRAILS, INC

AND

GREEN BAY METRO

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WHEREAS, INDIAN TRAILS, INC offers thruway intercity bus service using contracted motor coach operators; and

WHEREAS, INDIAN TRAILS, INC wishes to stop motor coaches at a location provided by BUS STOP LICENSOR described in "Attachment A" (the “Location”) in order to board and drop off passengers; and

WHEREAS, BUS STOP LICENSOR will permit INDIAN TRAILS, INC to stop motor coaches at the Location, subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the Parties herein, it is hereby agreed as follows:

(1) INDIAN TRAILS, INC may stop motor coaches, not to exceed (2) two stops per day, at the Location. Any schedule changes whether to increase or decrease stops must be requested by written (30) thirty day notice to BUS STOP LICENSOR. Such schedule change requests must be approved by BUS STOP LICENSOR before becoming effective.

(2) INDIAN TRAILS, INC shall pay BUS STOP LICENSOR a fee \$ 457 per month of operation and use of the Location. Fees shall be invoiced (1) one month in advance, and payment shall be due by the first of each month. . It is understood and agreed by and between the Parties that time is of the essence with

respect to payment of the monthly fee set forth above. Failure on the part of INDIAN TRAILS, INC to make payment in accordance with the terms of this Agreement shall cause this Agreement to automatically terminate.

(3) INDIAN TRAILS, INC shall present to the City of Green Bay and Green Bay Metro a Certificate of Insurance with coverage and minimum policy limits as set forth herein. It is hereby agreed and understood that the insurance required of INDIAN TRAILS, INC by the City of Green Bay and Green Bay Metro is primary coverage and that any insurance or self-insurance maintained by the City of Green Bay and or Green Bay Metro, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy.

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B. Claims made form of coverage is not acceptable.

C. Insurance must include:

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(d) Independent Contractors

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A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

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INDIAN TRAILS, INC shall reimburse the City of Green Bay and or Green Bay Metro, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that INDIAN TRAILS, INC employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be INDIAN TRAILS, INC's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay and Green Bay Metro its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

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(8) Nothing in this Agreement is intended nor may be construed to create between BUS STOP LICENSOR and INDIAN TRAILS, INC either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. No agent, employee or representative of either Party shall be deemed to be

an agent, employee or representative of the other Party. Neither Party shall have the authority to act for or on behalf of the other Party to bind the other Party without the express written approval of the other Party.

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INDIAN TRAILS, INC

GREEN BAY METRO

BY: _____
(Signature)

BY: _____
Roger Kolb, Transit Commission Chair

NAME: _____

TITLE: _____

BY: _____
Patty Kiewiz – Green Bay Metro Director

DATE: _____

DATE: _____

ATTACHMENT A
BUS STOP LOCATION

Buses will stop at the Green Bay Metro Transportation Center, in a designated bus slip.

The address is:

901 University Avenue
Green Bay, WI 54302

The location is shown in the aerial photo below:





Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

February 2, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # E.I

Update: Amalgamated Transit Union, Local 857 Collective Bargaining Agreement

BACKGROUND

Director Kiewiz will provide an update on the collective bargaining agreement that has been reached with the Green Bay Metro Bus Operators union, Local 857.

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

- I. 2022-2024 Transit Bus Operator Agreement - Clean Version

AGREEMENT

Between

CITY OF GREEN BAY

And

CITY OF GREEN BAY
AMALGAMATED TRANSIT UNION
LOCAL 857, ATU, AFL-CIO

January 1, 2022 through December 31, 2024

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AGREEMENT

This Agreement made and entered into by and between the City of Green Bay, operating a bus transportation service serving the Green Bay Metropolitan area, party of the first part, hereinafter referred to as the "City" and Amalgamated Transit Union, Local Division 857, party of the second part, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

- 1.1 The City of Green Bay recognizes representatives of Amalgamated Transit Union Local Division 857, as the collective bargaining representative for all issues specifically addressed in this Agreement for all bus operators.
- 1.2 Dues Deduction:
 - 1.2.1 The City agrees that its employees of the transit department as described in 1.1 may become and remain members of the Union and agrees not to interfere with or prevent, either directly or indirectly, any such employee becoming or continuing as a member of the Union. All employees in the unit may pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee will be required to join the Union, but membership shall be made available to all employees who apply and no employee will be denied membership because of race, color, creed, sex, or handicap. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, sex, or handicap.
 - 1.2.2 The Union will represent all of the employees in the Bargaining Unit, members and non-members, fairly and equally.
 - 1.2.3 The City agrees to deduct the amount of dues authorized by each Union member certified by the Union and pay the amount deducted to the Union on or before the end of the month in which the deduction is made. Payroll deduction of dues will begin with the pay period following receipt by the City of the Union's written notice authorizing dues deductions for current and/or new employees. The City will not be responsible for retroactively deducting dues for any time prior to receipt of the Union's written notice.
 - 1.2.4 The Union agrees to hold harmless the City from any disputes between the Employee and the Union regarding dues.
- 1.3 Bus operators who are officers or committee members of the Union will be provided unpaid leave of absence not to exceed 15-total work days in a calendar year for all officers or committee members, unless otherwise agreed to by the parties. Such leave must be

approved in advance by the Transit Director or designee, may be cancelled in the event of unforeseen circumstances, and will not require the rescheduling or modification of the transit schedule. An employee may use available vacation, personal or compensatory time while on leave. The bus operator will suffer no loss of rights or benefits for such absence.

- 1.4 The Union may maintain a bulletin board for their use in the lunchroom. The City retains the right to remove inappropriate and/or outdated materials at its discretion.

As an example, the following types of postings will not be tolerated:

- Commercial solicitation for an outside organization.
- Material that is otherwise in violation of City policy, such as obscene, sexually harassing or libelous materials.
- Political or campaign literature.
- Lotteries, sports pools or similar activities.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The City retains all rights, powers or authority except as modified by this Agreement. The City retains the right to determine and schedule working hours and determine assignments.
- 2.2 The City will have the right at all times during the existence of this Agreement, and subject to provisions herein, to conduct its affairs according to its best judgment and the orders of competent authority, including the power of establishing policy to hire all employees, to dismiss and discipline for just cause, to lay off in accordance with section 7.3 and to determine the methods, means and personnel by which City operations are to be conducted.
- 2.3 The City agrees it will not use these rights to interfere with the employee's rights established by law or by this Agreement.
- 2.4 The City agrees to provide notice to the Union and an opportunity to meet and discuss any anticipated changes to the Bus Operators Policy and Procedure manual prior to implementation.

ARTICLE 3 MEMBER RIGHTS

- 3.1 The City agrees not to discharge or discriminate against any member of the Union because of lawful Union activities or to bargain individually with any member of the Union.

ARTICLE 4 EMPLOYMENT STATUS

- 4.1 Upon resignation by an employee, the City will pay all money due the employee, and upon request, may furnish the employee with a letter of recommendation insofar as circumstances permit.
- 4.2 An employee who is physically and mentally able to work but fails to do so for 3- consecutive work days or more, unless on approved leave or due to circumstances beyond the employee's control, will be considered to have voluntarily resigned from employment.
- 4.3 New employees who do not possess required licenses or certifications prior to the end of probation may be discharged from employment.
- 4.4 All employees who drive a commercial vehicle at any time must have a Commercial Driver's License and the appropriate endorsements required to operate that equipment. Loss or suspension of license and/or endorsements may subject the employee to disciplinary action up to and including discharge.
- 4.5 The City of Green Bay has implemented a Drug and Alcohol policy in accordance with the requirements of State and Federal regulations. Green Bay bus operators will be subject to this policy.

ARTICLE 5 UNION COOPERATION

- 5.1 The Union agrees at all times, as far as it is within its power, to further the interest of the City.

ARTICLE 6 LEAVES

- 6.1 Leaves of absence may be granted at the discretion of the Human Resources Director in accordance with applicable rules, policies and legal requirements.
- 6.2 A bus operator will be given time off with pay when subpoenaed to perform jury duty before a court, public body or commission. Any payment received for jury duty will be retained by the employee and an equivalent amount will be deducted from the employee's gross pay for that period. The employee must submit a copy of the jury duty payment received to the Payroll Department. Reimbursement for expenses incurred (i.e. mileage, meals, parking) will not be deducted from the employee's gross pay.

ARTICLE 7 SENIORITY

- 7.1 Seniority Date: Seniority will commence upon an employee's most recent date of hire as a full time regular employee by the City.
- 7.2 Master List: There will be one master seniority list for all employees of the Union. The master seniority list will be maintained and updated on a regular basis, and a copy provided to the Union. Employees starting on the same day will have their starting times varied (as determined by the flip of a coin) so that there will be no ties in terms of seniority.
- 7.3 Lay Off: The City may lay off an employee whenever such action is necessary. In the event of multiple layoffs in the same position/job title within a department, lay off will be based on the inverse order of seniority in that position/job title within the department.

A laid off employee will have rights to recall to the same position from which the employee was laid off for up to 1-year following the lay off. Recall will be based on seniority in that position/job title within the department.

- 7.4 Probation: New employees will be considered probationary employees for the first 12-months or the first 2080 hours of their employment, whichever occurs first. Any employee on probation may be terminated at the sole discretion of the City without any reference to recall or rehire. After new employees have completed probation, they will be considered regular employees.
- 7.5 Seasonal Employees: Seasonal employees are those hired for less than 6-months of employment in any calendar year. Seasonal employees are not represented under this Agreement.
- 7.6 Transfer: A City employee transferring into a bargaining unit position with seniority as described in 7.1 will be eligible to use seniority for route selection as follows:
- 7.6.1 During the first 12-consecutive months of employment under this Agreement, the transferring employee may use their seniority on the Extra-Board.
- 7.6.2 Upon completion of the first 12-consecutive months as described in 7.6.1, the bus operator may use their seniority to bid on a Regular Run during the next regular operator bid time. The employee may continue to use seniority for the Extra-Board while waiting for the Regular Run operator bid.

ARTICLE 8 GRIEVANCE PROCEDURE

- 8.1 Definition: A grievance is defined as a dispute or misunderstanding regarding the interpretation or application of a specific provision of this Agreement.

- 8.2 Procedure: A regular employee represented under this Agreement, may file a grievance in accordance with the following:
- 8.2.1 Prior to filing a written grievance, employees should discuss any problem or complaint with their immediate supervisor to see if settlement is possible. If the problem is not resolved, then the aggrieved party may file a written grievance with the department head, but not later than 10-work days from the date the grievant first became aware of the condition causing the grievance. The department head will respond in writing no later than 10-work days from the date the grievance was received.
 - 8.2.2 If the grievance cannot be settled by the department head or designee, the grievance may be submitted in writing to the Human Resources Director or designee within 10-work days from receiving the department head's decision. The meeting to discuss the grievance will be held at a mutually agreeable time. Following this meeting, the Human Resources Director will respond within 10-work days, in writing.
 - 8.2.3 If the grievant is not satisfied with the Human Resources Director's response, the grievant may file an appeal for a hearing before an impartial hearing officer within 10-work days from receiving the Director's response. The appeal must be put in writing and filed with the Human Resources Department. The impartial hearing officer will be selected from a list of 5-hearing officers provided by the WERC. The Union will strike the first name from the list, the City will strike the second name, the Union will strike the third name, the City will strike the fourth name and the remaining individual will serve as the hearing officer. Any costs for the impartial hearing officer's services will be borne equally by the parties.
 - 8.2.4 The decision of the Hearing Officer concerning any matter referred to it will be final and conclusive upon the employees, the Union, and the City.
- 8.4 Time Limits: All of the time limits set forth in this Article may be extended by mutual agreement of the parties.

ARTICLE 9 DISCIPLINE, SUSPENSION, AND DISCHARGE

- 9.1 The City will not discipline, suspend or discharge any employee without just cause. Suspension or discharge will be in writing with a copy to the Union and to the employee affected.
- 9.2 When an employee is to be disciplined in any manner, including a discussion of the circumstances of accidents, a union representative may be present if the employee so desires.

ARTICLE 10
ALTERNATIVE DUTY

- 10.1 The parties agree to implement the City's Alternative Duty Program in accordance with the City's Personnel Policies and Procedures and as it may be modified by the City.

ARTICLE 11
HOLIDAYS

- 11.1 Following are the recognized paid holidays for bus operators:

- New Year's Day
- ½ Martin Luther King Jr. Day
- ½ Day Friday Before Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- ½ Christmas Eve Day
- Christmas Day
- ½ New Year's Eve Day
- 1 floating holiday (in lieu of the Day after Thanksgiving)

- 11.2 Full-time bus operators will be allowed 8-hours for full day holidays and 4-hours for half day holidays at the employee's straight time rate of pay.

ARTICLE 12
VACATIONS

- 12.1 An eligible employee will accumulate vacation leave with pay to a maximum of 240-hours. Generally vacations will not be permitted during an employee's first 6-months of service with the City unless approved by the Supervisor. Vacations will be scheduled to meet the operating requirements of the City, and, as practical, the preferences of employees. Vacation leaves with pay may be used only with the prior approval of the supervisor.

- | | |
|---|-----------|
| • Start through end of 5 th year | 80 hours |
| • 6 th through end of 10 th year | 120 hours |
| • 11 th through end of 15 th year | 136 hours |
| • 16 th through end of 20 th year | 160 hours |
| • 21 st year plus | 200 hours |

- 12.2 A bus operator whose normal workweek run is more than 40-hours may choose to take either 8-hours or the normal scheduled hours for a vacation day or days provided the bus operator has a minimum of 40-hours for the workweek.

- 12.3 Vacation will be appropriately prorated for employees who work less than a calendar year.
- 12.4 An employee cannot carryover more than 240-hours of vacation at the end of the calendar year. Employees who have vacations canceled due to emergency call-ins or illness will be allowed to reschedule such vacation during the first 3-months of the following year or add it to their carryover balance provided that balance remains at or below 240-hours.
- 12.5 Upon separation from City service, an employee will be paid for any unused accumulation of vacation leave.
- 12.6 Employees who are earning more than 200 hours of annual vacation as of March 25, 2011 will be grandfathered and redlined at their current amount of vacation accumulation while employed by the City.
- 12.7 An employee employed prior to March 25, 2011, may during their last three years of employment convert up to 80-hours per year of earned vacation days to an escrow account, said conversion of vacation to be at the current salary at the time of conversion. In addition, at the time an employee separates from City service by eligibility and acceptance to the State Retirement system, the employee may escrow all or a part of their accumulated vacation leave. This provision will not apply to those employees employed after March 25, 2011.
- 12.8 Personal Leave: Regular full time employees will be eligible for 24-hours of personal leave annually. Personal leave must be used during the calendar year earned and may not accumulate from year to year. Personal leave will be scheduled in the same manner as vacation. Personal leave may not be converted to escrow. Personal leave will be appropriately prorated for employees who work less than a calendar year.

ARTICLE 13 SICK LEAVE OR EMERGENCY LEAVE

- 13.1 Accumulation: Each full-time employee of the City will accumulate sick leave at the rate of one day per month for each month of service to a maximum of 1152-hours.
- 13.2 Notification and Verification: Employees who intend to be absent from work due to illness or injury must notify their supervisor prior to the start of the workday. If the absence continues beyond one day, the employee is expected to keep the supervisor informed of his/her condition and anticipated return date. At the employer's discretion, the employee may be required to provide medical verification.

The City reserves the right to have an employee examined by the City's medical professional, at City cost, to determine fitness for duty. The City's right to have employees examined by the City's medical professional does not in any way limit the employee's rights to be treated by a medical professional of their choice.

Nothing in this article will limit the City's right to deem leave taken as leave provided for

under the State or Federal Family Medical Leave Acts.

- 13.3 Use: An employee may use accumulated sick leave for absences necessitated by the employee's injury or illness or an immediate family member's serious illness/injury or hospitalization. For purposes of this article, "immediate family" will mean spouse, parents, stepparent, child, stepchild, guardian, foster child or sibling who lives at home.
- 13.4 Medical Appointments: Employees, when possible, will schedule medical appointments outside of normal working hours. When medical appointments are scheduled during normal working hours, employees will be charged sick leave for actual time lost for the medical appointment. However, employees will not be charged from sick leave for absences from work necessitated by follow-up doctor visits due to workers compensation related injuries or illnesses.
- 13.5 Escrow Account: Employees employed prior to March 25, 2011 who terminate employment by eligibility and acceptance to the State Retirement system will have accumulated sick leave, up to a maximum of 688-hours, placed in an escrow account and used to pay health insurance premiums. This provision will not apply to those employees employed after March 25, 2011.

ARTICLE 14 WORKER'S COMPENSATION

- 14.1 An employee injured on the job will be made whole for the remainder of the working day in which the injury occurred based on medical verification that the employee is unable to perform available work. The injured employee, at his/her option, can make himself/herself whole for the difference between the payment from Worker's Compensation and the regular rate of pay through use of sick leave or vacation for all subsequent days off due to the work related injury as long as the payment does not exceed the normal rate of pay.

ARTICLE 15 FUNERAL LEAVE

- 15.1 Employees will be allowed up to 3-days off with pay for absences necessitated by a death in the employee's immediate family including spouse, parent, stepparent, child, stepchild, foster child, sibling, guardian, ward, parent-in-law, grandchild or grandparent. In circumstances which require an employee to attend a funeral of a member of the immediate family at a travel distance in excess of 300 miles from Green Bay up to 2-additional days may be granted. A request for additional vacation, personal, comp time or other leave time must be communicated to the immediate supervisor as soon as practicable. If a funeral is delayed, or a service is held at a date beyond the limits of this policy, the employee may attend, but will not be paid for more funeral leave days than outlined in this policy. Funeral leave is not provided for dealing with wills or estates.

Employees will be allowed 1-day off with pay to attend the funeral of the spouse's

grandparents or of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse.

- 15.2 In the event of the death of a current co-worker, employees working in the same department and location having a close working relationship and others who worked closely with this individual on a regular basis, in the sole discretion of the department head, may be allowed up to 3 hours of administrative leave for attendance of a local funeral and related event. All others and time beyond this amount will be required to be accounted for by using compensatory time or personal leave or other appropriate accumulated leave with the approval of the Supervisor.

ARTICLE 16 HEALTH AND DENTAL INSURANCE

- 16.1 Selection of any provider for health and dental insurance and determination of coverage and benefit levels will be at the discretion of the City.
- 16.2 Employees will pay 15% and the City will pay 85% of the single or family premium for health care insurance benefits.
- 16.3 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for dental insurance benefits.
- 16.4 Employees regularly scheduled to work less than 37.5 hours per week will have the City's contribution appropriately prorated.
- 16.5 Employees will be entitled to reduce their health insurance premium contribution by 2.5% per year by successfully participating in the Wellness Incentive Program. All Wellness Incentives must be completed in the prior year to receive the 2.5% reduction in the following year.

To receive the health insurance premium reduction, the spouse of an employee must participate in the Wellness Incentive Program. The spouse of an employee will not be required to participate in the Wellness Incentive Program if the spouse has a health risk assessment screening conducted at the spouse's employer, however, the spouse must comply with the age-specific requirements. If the spouse of an employee or an employee with family coverage does not participate in the Wellness Incentive Program, the health insurance premium reduction will be 1.25%.

- 16.6 Employees may participate in the City's Health 1265 program as outlined in Appendix B.
- 16.7 Life Insurance: The City will provide and carry, at no cost to the employee, life insurance for each regular full-time employee in an amount equal to the employee's base salary for all employee's regularly scheduled to work a minimum of 37½ hours per week. Employees will have the option to purchase supplemental life insurance for self, spouse and eligible

dependent(s). Employees will pay all premium costs for the optional supplemental life insurance through payroll deduction.

- 16.8 Fed Med Card: When a Transit driver in the process of obtaining or renewing a Fed Med card is required to undergo additional medical testing specifically due to previous heart history or sleep apnea screening, or is required to purchase and maintain medical devices not otherwise required except for obtaining the Fed Med card, the City will reimburse the employee for actual expenses by depositing up to a maximum of \$200 per year into the employee's Personal Benefit Account (PBA) for out of pocket expenses for such testing and/or purchase and upkeep of required equipment. Out of pocket expense will be determined by the statement from the insurance company. The Transit driver is responsible for requesting the PBA reimbursement and providing appropriate documentation of the expense.

ARTICLE 17 RETIREMENT CONTRIBUTION

- 17.1 Employees are subject to a retirement contribution in an amount equal to one-half of all actuarially required contributions approved by WRS.

ARTICLE 18 WAGES AND RATES

- 18.1 Attached hereto and marked Schedule A is the schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule and the contents hereof will constitute a part of this Agreement.
- 18.2 All members of the bargaining unit will be subject to mandatory direct deposit of their paychecks.
- 18.3 An employee that is called in for work outside of the regular work day will be paid for a minimum of 2-hours pay.
- 18.3.1 If a bus operator is scheduled the day before for a Limited Service piece of work the driver will be paid a minimum of 1½ hours and will not be required to stay for standby unless notified by dispatch. If the bus operator is scheduled on the same day as the Limited Service piece of work the operator will receive a minimum of 2-hours pay.

ARTICLE 19 HOURS OF WORK

- 19.1 The City will establish the hours of work for employees in the bargaining unit.
- 19.2 In accordance with the Fair Labor Standards Act (FLSA) overtime at the rate of 1½ times the employee's regular hourly rate will be paid for all hours actually worked in excess of 40-hours

per week. Vacation, personal days, compensatory time, holiday time, funeral leave and jury duty will be considered actual hours worked for the purposes of determining eligibility for overtime.

- 19.3 Overtime hours are subject to prior supervisory approval.
- 19.4 Employees working holiday hours, in accordance with Article 11, will be eligible to receive double time pay.
- 19.5 Per calendar year, employees may bank up to 80 hours of overtime earned in a compensatory time bank. Employees may request the use of compensatory time off at the rate at which such time is earned.
- 19.6 In the event that compensatory time is not used prior to the end of the calendar year in which it is earned, the employee's compensatory time will be paid out at the employee's current rate of pay.
- 19.7 All benefits covered by this Agreement will be appropriately prorated for employees who work less than fulltime.
- 19.8 Whenever the Transit Department is closed due to a weather emergency, all employees will be required to use vacation, personal day or leave without pay for the day in question. Employees who report to work prior to being notified of the closing will receive a minimum of 2-hours pay. If the department does not close completely, the Transit Director may retain employees for the full shift or send them home prior to the end of the shift and require them to use vacation, personal day or leave without pay. Unless a weather emergency is declared by the Transit Director or designee all employees will be required to report to work.

ARTICLE 20 CLOTHING ALLOWANCE/REIMBURSEMENT

- 20.1 The City will provide the initial compliment of clothing which will include: shirts or polo shirts, turtleneck, trousers, jackets, sweaters, walking shorts, culottes for females, or sweater, and winter parkas or bomber jackets or vests. The City will pay 95% of the cost. Parkas may be purchased by limited service employees at their own expense. Transit patches on uniforms will be turned into the Transit Department when an employee terminates employment. The City will pay \$80, to be included with the first paycheck of each year of this Agreement, to cover the cost of footwear. Shoes will be a solid black or brown. This will be an annual allowance and the footwear will be worn only on the job. Belts will be considered part of the uniform while ties will not be.
- 20.2 Clothing will be replaced by the City as needed. However, no employee will wear any part of the uniform for any reason other than performing their duties as Transit employees. Management will outfit probationary employees as it deems necessary.

20.3 The City will provide the initial compliment of clothing which will include:

- 5 shirts (long or short sleeve or polo shirts)
- 3 trousers
- 1 jacket with liner
- 1 sweater (pullover or cardigan) or
- 3 turtlenecks
- 1 belt
- 2 shorts/culottes (either or)
- 1 parka or bomber jacket or vest

20.4 Shorts will be considered part of the uniform however; they may only be worn from April 15 to October 15. Black or white tennis shoes and laces may also be worn during this period, but will be worn at the employees' expense.

20.5 The City will, upon submission of a receipt, reimburse drivers for half the Commercial Drivers License (CDL) renewal fee.

ARTICLE 21 PICK OF RUNS

21.1 Pick of runs will be held 3-times a year to be effective in January, May and September. The runs will be posted for at least a minimum of 10-calendar days prior to the effective date. There will be a 24-hour time limit (excluding Saturday, Sunday and holidays) for individual operators in seniority order to make their pick of runs in the choice book. If an operator does not pick a run within the allowed time, the operator will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

21.2 If an operator makes an error in signing for a run, the operator may contact the supervisor and will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

21.3 If an operator is not going to be available during the time the pick of runs is occurring, the operator may provide their supervisor or union officer with a priority list of run selections however only a supervisor may record the selection on the run bid form.

ARTICLE 22 EXTRA BOARDS

22.1 Whenever practically possible, the City will post the daily extra board worksheet by 1:00 p.m. the day prior to the scheduled work day.

- 22.2 Changes to the assigned work schedule will be made on the dispatcher's copy in the office. Drivers will be notified by the dispatcher of changes made after schedule has been posted.
- 22.3 Selection of the extra board work assignments will be made in rotating seniority order.
- 22.4 When an extra board driver has worked 40-hours by the end of the work day on Friday, any additional Saturday hours will be granted to other drivers on the extra board according to their rotating seniority order.
- 22.5 In the event of an emergency, the City reserves the right to exercise policies as it sees fit.

ARTICLE 23 SEPARABILITY AND SAVINGS CLAUSE

- 23.1 If any Article or Section of this Agreement or of any Rider thereto should 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 a final determination to its validity, the remainder of this Agreement and of any Rider hereto, or 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, will not be affected thereby.
- 23.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement. Either party will be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

ARTICLE 24 DURATION OF AGREEMENT

- 24.1 This Agreement will become effective as of January 1, 2022 or date of signature if after January 1, 2022, and will remain in force and effect to and including December 31, 2024.
- 24.2 This Agreement and the provisions thereof supersede the previous Collective Bargaining Agreement of the parties and will be in full force and effect until December 31, 2024 and from year to year thereafter unless written notice of termination or amendment or change in the terms thereof is given by either part to the other 90-days prior the expiration of this Agreement or any subsequent anniversary date of this Agreement.

This Agreement was approved on January 7, 2022 by the Transit Union and January 18, 2024 by the City Council.

For the Union

Representative

Representative

For the City of Green Bay

Mayor

Human Resources Director

Transit Director

Attest:

City Clerk

APPENDIX A WAGE RATES

CLASSIFICATION	*Varies 07/01/22	2% 10/1/23	2% 10/1/24
0 – 1040 Hours	\$21.58	\$22.01	\$22.46
1041 - 2080 Hours	\$22.88	\$23.34	\$23.80
Thereafter through the 3rd year	\$25.31	\$25.81	\$26.33
Beginning of 4 th Year	\$25.77	\$26.28	\$26.92
Beginning of 5 th Year	\$25.84	\$26.35	\$26.99
Beginning of 6 th Year	\$25.97	\$26.49	\$27.12

- This wage schedule incorporates longevity payments.
- Operators who work a shift consisting of 7 to 9 hours, beginning after 12:30 PM will receive \$0.35 per hour premium pay for work performed.
- The increases will occur on the first date of the pay period in which October 1 occurs.
- If during the term of this contract the general municipal employees receive a general wage increase that exceeds the amounts listed in this appendix, the bus operators will receive the additional general wage increase.
- Only employees actively employed on the date of Union ratification of the Agreement will be eligible for any retroactive provisions.
- *07/01/22 Wage Rate Increases
 - 0-1040 Hours: 7% increase
 - 1041-2080 Hours: 2% increase
 - Thereafter through the 3rd year: 2% increase
 - Beginning of 4th year: 3.25% increase
 - Beginning of 5th year: 3.25% increase
 - Beginning of 6th year: 3.20% increase

APPENDIX B

Health 1265

Members of the Amalgamated Transit Union, Local Division 857, AFL-CIO who carry City sponsored insurance may participate in the City's Health 1265 program for the following periods and will be eligible to receive a reduced premium contribution of 11.5% for the following calendar year if they achieve 1265 points and meet all of the requirements under the City's program.

- January 1, 2022 - October 31, 2022 – 11.5% reduced premium contribution for the 2020 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, 2023 - October 31, 2023 – 11.5% reduced premium contribution for the 2021 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, 2024 - October 31, 2024 – 11.5% reduced premium contribution for the 2022 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.

Upon enrollment in myInertia as part of the Health 1265 program, eligible employees will receive \$55 toward the cost of a fitness tracker and be eligible for the incentives under the program.



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

February 2, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # F.1

Marketing Report

BACKGROUND

Marketing report is included. Staff will be available to answer any questions regarding this report.

RECOMMENDATION

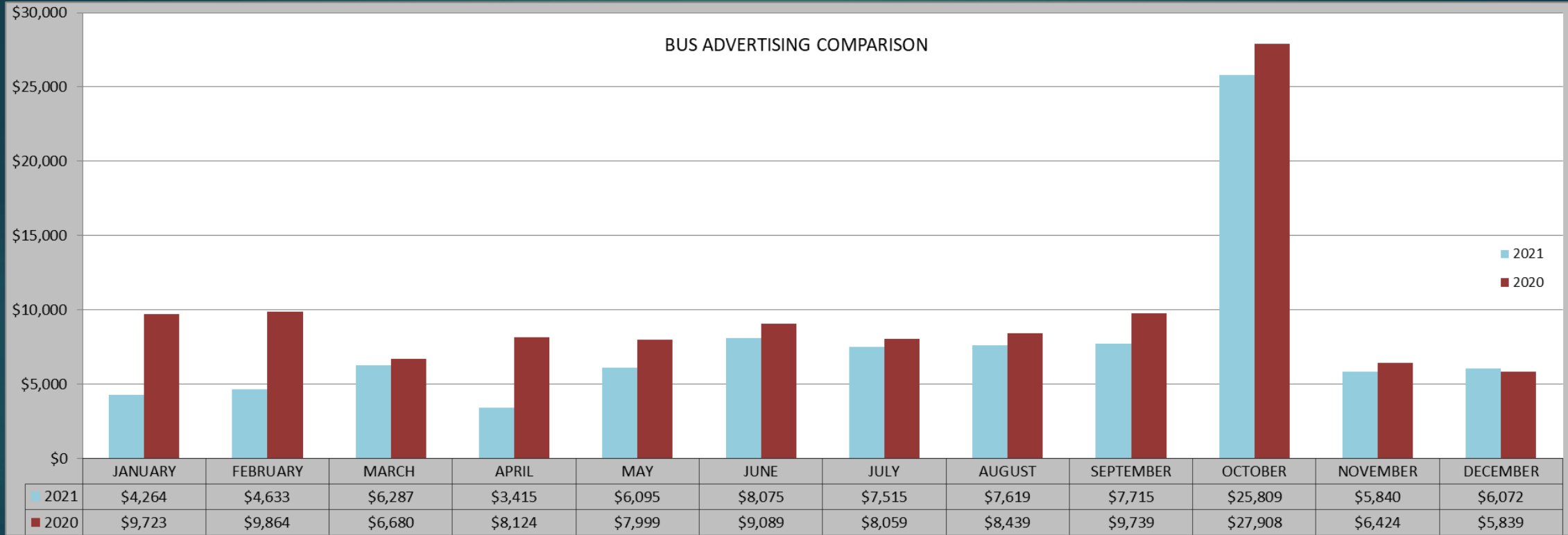
No action is necessary.

FISCAL IMPACT

ATTACHMENTS

- I. 2021 Annual Bus Advertising Comparison I.11.22

2021 Annual Bus Advertising Comparison



2021	\$93,339.00
2020	\$117,886.00

Difference of \$24,547.00 (-20.8%)



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

February 2, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # F.2

Operational Reports

BACKGROUND

Operational reports included. Staff will present the reports.

RECOMMENDATION

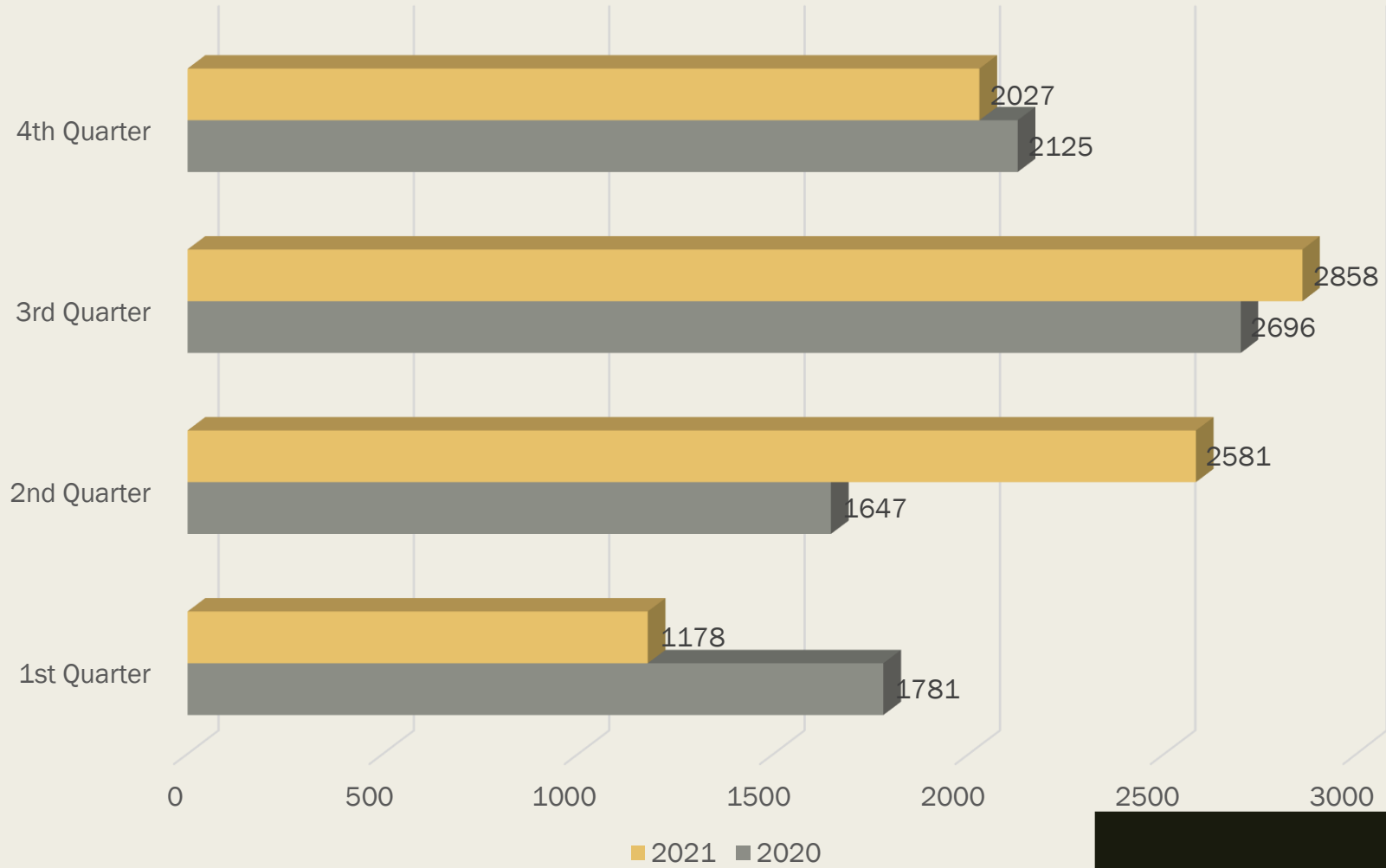
No action is necessary.

FISCAL IMPACT

ATTACHMENTS

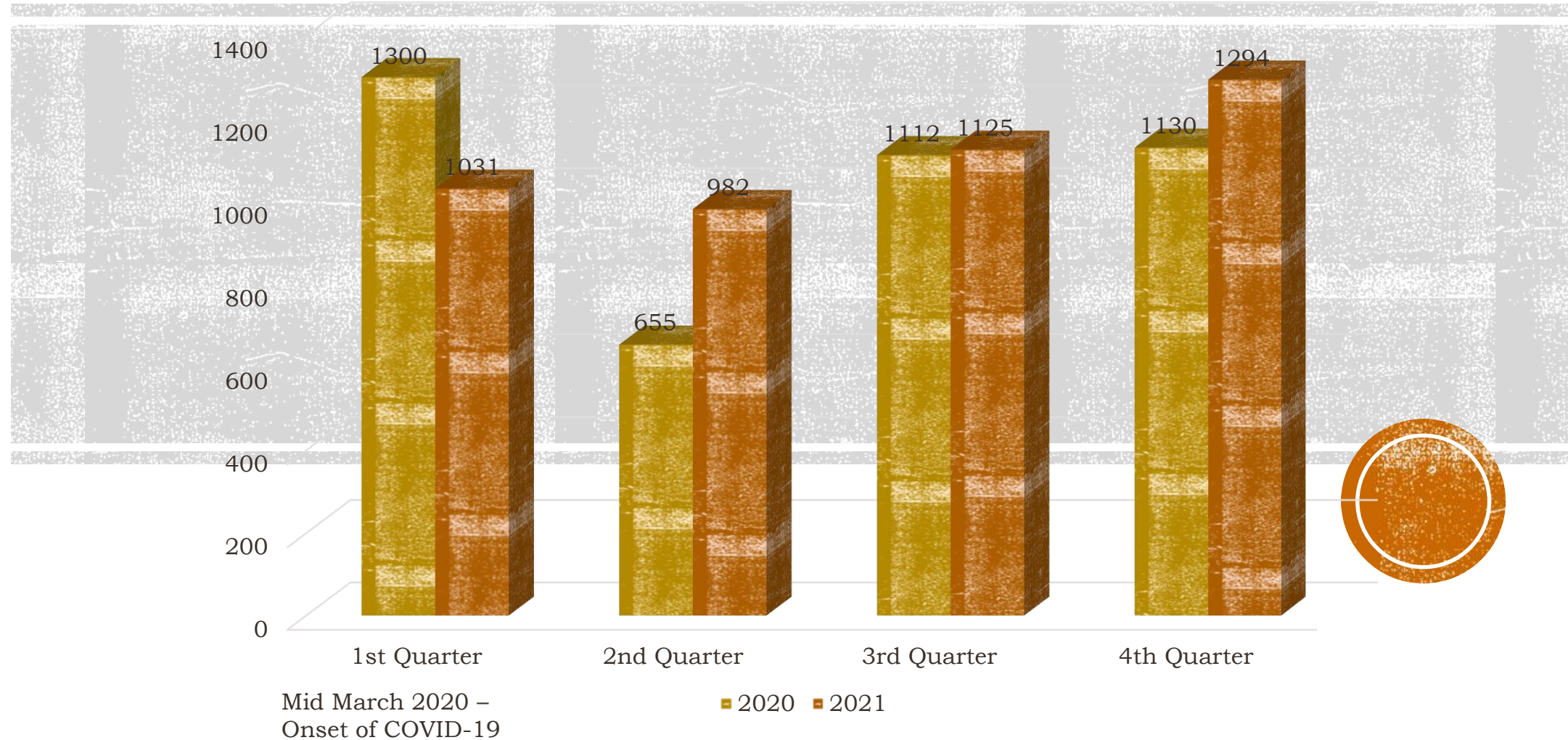
1. Bikes Loaded 2020 vs 2021 4th Quarter
2. Code 30 2020 v 2021 4th Quarter

Bikes Loaded 2020 vs. 2021



Mid March 2020 –
Onset of COVID-19

Mobility Devices Boarded 2020 vs. 2021





Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

February 2, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # F.3

Financial Report

BACKGROUND

Green Bay Metro's staff will present the Commission with the financial for January through November.

RECOMMENDATION

No action is necessary.

FISCAL IMPACT

ATTACHMENTS

- I. II - Nov 2021 Financials



EXPENSES

ACCOUNT DESCRIPTION	2021 Jan-Nov	2020 Jan-Nov	+/-	%	2021 BUDGET	% OF BUDGET
Wages & Salaries	2,092,248.17	2,271,967.74	(179,720)	-7.9%	2,765,518	75.7%
Fringe Benefits	1,149,697.01	1,440,500.13	(290,803)	-20.2%	1,744,887	65.9%
Other Employment Expenses	42,440.44	30,191.28	12,249	40.6%	45,660	92.9%
Contract Services	172,120.02	124,223.41	47,897	38.6%	334,962	51.4%
Materials & Supplies	400,723.52	365,902.51	34,821	9.5%	772,581	51.9%
Building & Equip Maintenance	285,565.99	272,316.42	13,250	4.9%	229,800	124.3%
Utilities	75,014.33	70,447.16	4,567	6.5%	101,898	73.6%
Insurance	197,700.05	219,120.06	(21,420)	-9.8%	172,980	114.3%
Miscellaneous	225.00	201.68	23	11.6%	250	90.0%
Paratransit Services	508,467.25	448,390.82	60,076	13.4%	1,327,933	38.3%
Microtransit Services	655,182.09	126,248.10	528,934	419.0%	957,514	68.4%
Subrecipient Expenses	-	-	-	0.0%	-	0.0%
TOTAL	5,579,383.87	5,369,509.31	209,875	3.9%	8,453,983	66.0%

REVENUES

ACCOUNT DESCRIPTION	2021 Jan-Nov	2020 Jan-Nov	+/-	%	2021 BUDGET	% OF BUDGET
Federal Operating Asst	1,674,227.00	1,425,328.00	248,899	17.5%	2,379,434	70.4%
State Operating Asst	2,431,972.00	2,399,494.00	32,478	1.4%	2,282,575	106.5%
Other Local Municipalities	594,913.48	614,231.20	(19,318)	-3.1%	635,354	93.6%
Green Bay	1,144,000.00	1,144,000.00	-	0.0%	1,653,819	69.2%
Farebox Revenue-Fixed Route	362,649.85	332,525.72	30,124	9.1%	550,000	65.9%
Farebox Revenue-Paratransit	209,893.00	179,816.00	30,077	16.7%	569,800	36.8%
College Program Fares	2,959.00	4,231.00	(1,272)	-30.1%	-	0.0%
TMI Refund	65,431.00	65,187.00	244	0%	-	0.0%
Non-Transportation Revenue	38,975.51	35,885.84	3,090	8.6%	17,200	226.6%
State Fuel Refund	7,916.36	10,486.10	(2,570)	-24.5%	-	0.0%
Advertising	90,717.20	114,688.89	(23,972)	-20.9%	140,000	64.8%
Intercity Bus Commissions	7,668.22	5,102.69	2,566	50.3%	36,000	21.3%
Partnership Contributions	111,305.17	66,536.00	44,769	67.3%	189,800	58.6%
TOTAL	6,742,627.79	6,397,512.44	345,115	5.4%	8,453,983	79.8%

KEY PERFORMANCE INDICATORS (KPI)

Operating Days	282	277	5	1.8%	307
Revenue Miles	672,602	694,255	(21,653)	-3.1%	943,784
Revenue Hours	45,938	53,588	(7,650)	-14.3%	63,959
Unlinked Passenger Trips	444,385	497,778	(53,392)	-10.7%	1,319,000
Revenue / Cost	120.8%	119.1%			1
Farebox Revenue / Mile	0.54	0.48	0	12.6%	1
Farebox Revenue / Pass Trip	0.82	0.67	0	22.2%	0
Farebox Revenue / Hour	7.89	6.21	2	27.2%	9
Passenger / Mile	0.66	0.72	(0)	-7.9%	1.40
Cost / Mile	6.57	6.91	(0)	-4.9%	7.94
Cost / Passenger Trip	9.94	9.63	0	3.2%	5.68

*Building and Equipment Maintenance includes \$49,603 of Federal funds

*Insurance is [NET] TMI Refund

*Partnership Contributions increase is due to free fares provided in 2020



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

February 2, 2022

PREPARED BY

Patty Kiewiz, Transit Director

AGENDA ITEM # F.4

Director's Report

BACKGROUND

Green Bay Transit Director will provide the Commission with an update on Metro.

RECOMMENDATION

No action is necessary.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Transit Commission
of the City of Green Bay



MEETING DATE

February 2, 2022

PREPARED BY

AGENDA ITEM # F.5

Next Transit Commission Meeting: Wednesday, March 16, 2022

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None