PROGRAM SERVICE AGREEMENT

THIS AGREEMENT made this ______ day of ____________________, 20____

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the “RDN”)
OF THE FIRST PART

AND:

Hereinafter called the “Employer”)
OF THE SECOND PART

WHEREAS:

A. Transportation Demand Management policies of (COMPANY OR AGENCY) encourage employees to use alternative modes of transportation to reduce the number of employees traveling in single occupancy vehicles to and from work.

B. (COMPANY OR AGENCY) and the RDN agree to work together to encourage the use of alternate forms of transportation to and from work by making the purchase of bus Passes available to (COMPANY OR AGENCY) employees through payroll deduction. The purchase of bus Passes is allowed for each employee.

NOW THEREFORE the parties agree as follows:

DEFINITIONS:

“Pass” means the form of bus passes supplied by the RDN for the sole purpose of the Program.

“Program” means the ProPASS program, which offers bus passes by way of employee payroll deduction.

PROGRAM REQUIREMENTS

1. Once executed this agreement is perpetual but either party may terminate the agreement on (six) 6 months written notice delivered as noted herein.
2. *(COMPANY OR AGENCY)* will allow the RDN to perform a credit reference check prior to entering into this agreement. The RDN reserves the right to approve or decline employer applications to the Program.

3. *(COMPANY OR AGENCY)* agrees to have a minimum of five staff members committed to signing onto the Program prior to the RDN entering into this agreement.

4. *(COMPANY OR AGENCY)* will be responsible for the administration of all Passes to employees by:
   a) ensuring each applicant is an employee of *(COMPANY OR AGENCY)* and is eligible to receive a Pass;
   b) by completion of applicable RDN forms provided to *(COMPANY OR AGENCY)*; and,
   c) by using the Pass production process as established by the RDN.

5. Pass design:
   a) The design and specification of the Passes are the sole responsibilities of the RDN.

**PROGRAM COST AND REMITTANCES**

6. The Pass is available at an annual rate calculated by multiplying 10.3 times the then current monthly Pass rate for adults, specified in the Nanaimo Regional District Transit System Tariff and dividing the result by twelve (12) (Regular Pass cost x 10.3/12 = $ProPASS value).

7. At the date of this agreement the monthly ProPASS value is calculated as $67.50 x 10.3/12 = $57.94. For semi-monthly pay periods the pay period value is calculated as the monthly value x 12 divided by 24 ($28.97) and for bi-weekly pay periods the pay period value is calculated as the monthly value multiplied by 12 divided by 26 ($26.74). All amounts are rounded up to the next highest cent. The rates noted herein shall remain in effect until the next tariff adjustment.

8. On or before the twentieth (20th) day of each month, *(COMPANY OR AGENCY)* will provide the RDN with a statement, in a form established by the RDN from time to time, listing all employees holding Passes and suspended Passes as at the end of the reporting period applicable to *(COMPANY OR AGENCY)* and will at the same time remit the amount deducted for payroll purposes for the reporting period.

9. The RDN retains the right to request an audit of *(COMPANY OR AGENCY’S)* records related to the Program at any time.

10. The tariff for the RDN will be reviewed and adjusted by the RDN periodically. *(COMPANY OR AGENCY)* will receive a minimum of two (2) months advance notice of any changes to the tariff rate specifying an implementation date. Tariff rate changes must be applied to all existing and future Pass holders no later than the implementation date specified in the notice provided herein.
EMPLOYEE ENROLMENT, SUSPENSION, TERMINATION

11. An employee may apply to participate in the Program at any time throughout the year. **Employees must participate in the Program for a minimum of one year.** Once enrolled, the Pass will be a “perpetual Pass:” and will not have to be renewed annually.

12. An employee may terminate their participation in the Program if one of the following conditions applies and Sections 13 to and including Section 16 of this agreement has been complied with:

   a) after the first twelve (12) months upon submitting a request to terminate in writing to the employer;
   b) where an employee moves or is relocated outside the Nanaimo Regional District Transit Service Area;
   c) where an employee’s employment with (COMPANY OR AGENCY) is terminated (this includes retirement);
   d) for any other reason that has been authorized and agreed to in writing by (COMPANY OR AGENCY) and the RDN.

13. Prior to terminating payroll deductions for a Pass an employee must physically return their Pass to the (COMPANY OR AGENCY).

14. The (COMPANY OR AGENCY) will, upon return of a Pass(es) under Section 13, return the Pass(es) to the RDN for purposes of cancellation and reporting.

15. Upon termination of an employee’s employment with (COMPANY OR AGENCY), (COMPANY OR AGENCY) will undertake to retrieve a Pass(es) from the terminated employee(s). Pass(es) will be forwarded to the RDN for cancellation and reporting. Where Pass(es) cannot be retrieved from terminated employee, the RDN will be notified in writing by (COMPANY OR AGENCY) that the Pass should be cancelled.

16. (COMPANY OR AGENCY) shall be responsible to remit the Pass rate established herein until the Pass is returned to the RDN or notice is provided to the RDN to cancel the Pass.

17. An employee’s participation in the Program may be suspended for periods of time under the following conditions. The (COMPANY OR AGENCY) shall immediately upon suspension notify the RDN in writing and undertake to keep the Pass in safekeeping at their premises until the leave is ended.

   a) Maternity or Parental Leave;
   b) Long Term Disability;
   c) WorkSafe BC time loss claims lasting more than 30 days;
   d) Other leave as authorized and agreed to in writing by (COMPANY OR AGENCY) and the RDN.

Scheduled vacation, training, or leaves of absence not described above are not qualifying conditions for suspension under this Section.
LOST OR STOLEN PASSES

18. Employees shall, in writing, notify the RDN and (COMPANY OR AGENCY) that their Pass is lost or stolen. The employee shall attend at the RDN offices directly to arrange for issuance of a replacement Pass. A $20 Pass replacement fee will be paid by the employee directly to the RDN.

19. Lost or stolen passes do not relieve (COMPANY OR AGENCY) from continuing to make payroll deductions and remittances for that employee under the Program.

NOTICES

All notices and communications between the RDN and (COMPANY OR AGENCY) will be in writing and will be deemed to have been sufficiently given or made if personally delivered to the person to whom they are addressed or if sent by mail or facsimile transmission addressed as shown below. Notices or communications sent by mail shall be deemed to be received on the fifth (5th) business day after mailing.

To the COMPANY OR AGENCY:

(COMPANY OR AGENCY) NAME
ADDRESS
CITY
Attention:
Fax: Phone:

To the RDN:

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2
Attention: ProPASS Program
Fax: (250) 390-6572 Phone: (250) 390-4111

The addresses herein shall be deemed amended when either party notifies the other in writing as outlined above.

IN CONSIDERATION OF THE FOREGOING the parties are agreed as evidenced by the signatures below:

FOR THE COMPANY OR AGENCY

__________________________________________________________________________  __________________________________________________________________
Signing Officer  Date

FOR THE REGIONAL DISTRICT OF NANAIMO

__________________________________________________________________________  __________________________________________________________________
Wendy Idema  Date
Appendix A – RDN/Employer Contact Information

Please complete Employer information and return to RDN fax number (250) 390-6572.

<table>
<thead>
<tr>
<th>Contact</th>
<th>Name &amp; E-Mail</th>
<th>Phone Number</th>
<th>Fax Number</th>
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<tbody>
<tr>
<td>Employer: ProPASS Administrator</td>
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<tr>
<td>(Regarding agreement, employee enrolment and employee changes)</td>
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<tr>
<td>Employer: ProPASS payroll deduction contact</td>
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<tr>
<td>(Regarding payroll deduction program and monthly remittance to RDN)</td>
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<tr>
<td>RDN: Transit Department</td>
<td>Pete Kuziek</td>
<td>(250) 390-4111</td>
<td>(250) 390-2757</td>
</tr>
<tr>
<td>For information regarding the agreement, new applications and employee information for the Program</td>
<td><a href="mailto:employerpass@rdn.bc.ca">employerpass@rdn.bc.ca</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RDN: Finance Department</td>
<td>Jason Pilot</td>
<td>(250) 390-4111</td>
<td>(250) 390-6572</td>
</tr>
<tr>
<td>For information regarding monthly reporting terminations and suspension</td>
<td><a href="mailto:finance1@rdn.bc.ca">finance1@rdn.bc.ca</a></td>
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