

# City of Richmond

# **Report to Committee**

To:

Public Works and Transportation Committee

TO PW9 T- MARCH 6, 2002 Date: February 15, 2001

From:

Gordon Chan, P. Eng. Director, Transportation File:

6480-01

Re:

TRANSLINK EMPLOYER BUS PASS PROGRAM

#### Staff Recommendation

- 1. That Council endorse the transportation demand management goals of TransLink's Employer Bus Pass Program to encourage the use of alternative forms of transportation and to reduce the number of commuters travelling in single occupancy vehicles.
- 2. That Council endorse City participation in TransLink's Employer Bus Pass Program should the minimum requirement of 25 staff willing to commit to the program for at least one year be achieved.

Gordon Chan, P. Eng. Director, Transportation

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FOR ORIGINATING DIVISION USE ONLY				
ROUTED To: Finance	CONCURRENCE Y N D	CONCURRENCE OF GENERAL MANAGER		

File: 6480-01

## **Staff Report**

## Origin

As part of the Transportation Department's on-going transportation demand management initiatives to promote sustainable transportation and moderate the growth of single occupancy vehicle traffic, staff propose that the City participation in TransLink's Employer Bus Pass Program be investigated. This report describes the benefits and requirements of the program and recommends that staff solicit City employee interest in participating in the program.

## **Analysis**

### 1. Employer Bus Pass Program

The Employer Bus Pass Program is an initiative of TransLink to encourage the use of alternative forms of transportation to and from work and reduce the number of commuters travelling in single occupancy vehicles. The discount transit program enables qualified organizations to provide their employees with a personalized annual transit pass at a discount of close to 15 percent off the cost of a regular monthly pass. The conventional pass is valid for all buses, SkyTrain and Seabus while a West Coast Express pass is valid on the West Coast Express plus all conventional transit services. All passes are valid for 365 days per year within the zones designated on the pass. Passes are not transferable as they are personalized with the name and photograph of the passholder.

## 2. Program Costs and Savings

The annual passes offer a saving of almost 15 percent off the cost of purchasing standard monthly passes. To receive this discount, the passholder must commit to the program for a minimum of 12 consecutive months. The table below compares the monthly cost of a regular versus employer bus pass.

Pass	Regular Pass Monthly Price	Employer Pass Monthly Price	Discount
1-Zone	\$63	\$54	14.3 %
2-Zone	\$87	\$75	13.8 %
3-Zone	\$120	\$103	14.2 %

The passes are paid for through payroll deductions with the total annual cost of the pass divided equally between employee pay periods throughout the year. New passholders must pay an initial \$15.00 fee to cover the cost of pass production.

#### 3. Program Requirements

Participation in the program involves commitments from both employers and employees.

### 3.1 Role of Employer

The employer has the following obligations:

• ensure that a minimum of 25 people commit to the program for at least one year;

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- fill out the Company Application Form (Attachment 1), review and sign the Employer Agreement (Attachment 2) and return the original documents to TransLink;
- make arrangements for a contact person (typically in the Payroll Department) to administer the program (i.e., process employee applications and set up payroll deduction plan);
- forward new enrolment forms to TransLink and ensure that a \$15.00 cheque is attached to each form for new passholders;
- arrange photo sessions for employees with TransLink and the program photographer, who will provide available dates for staff;
- notify TransLink if a passholder withdraws from the program or ceases to be an employee;
- review the monthly invoice to be sent by TransLink and remit a cheque to TransLink to cover the costs of all registered passholders; and
- periodically forward information from TransLink to passholders.

If the number of employees participating in the program falls below 25, TransLink is entitled to terminate the Employer Agreement upon giving at least one month's written notice. The employer is also required to make reasonable efforts to retain or recover passes from passholders who leave the program. Financial responsibility for the balance of payment for passes not retained or recovered will remain with TransLink.

## 3.2 Employee Responsibilities

Employees wishing to participate in the program must:

- commit to the program for a minimum of 12 consecutive months;
- fill out and sign the Employee Enrolment Form (Attachment 3) and return it to the employer's Payroll Department; and
- arrange to have their photograph taken at the work site or, if they cannot attend those sessions, travel to the program photographer.

The Employer Pass is valid as long as the employee continues payment through payroll deduction. Passes must be returned to the employer before payroll deductions will be stopped. The program allows for the temporary suspension of the pass for a minimum three-month period for one of the following reasons only:

- maternity or parental leave;
- long-term disability; or
- temporary re-assignment.

#### 4. Canvassing of Staff

An e-mail describing the program was sent to all City employees to determine if there is sufficient interest amongst staff to meet the minimum requirement of 25 participants for at least 12 consecutive months. At the time of writing, a total of 11 employees had indicated interest in the program. Staff will monitor the response rate and explore further communication options to raise awareness of the program.

## **Financial Impact**

Resources within the Payroll Department will be required to administer employee applications and payroll deductions for the passholders.

#### Conclusion

TransLink's Employer Bus Pass Program is a transportation demand management (TDM) initiative designed to promote alternative forms of transportation to and from work and reduce the number of employees travelling in single occupancy vehicles. Participation in the program will not only advance the City's own sustainable transportation and TDM policies but also will benefit City employees financially by enabling staff to obtain monthly bus passes at a discounted price. Staff recommend that Council endorse the goals of the Employer Bus Pass Program and City participation in the program should there be sufficient interest amongst staff.

Joan Caravan

Transportation Planner

# **EMPLOYER PASS PROGRAM**

# $\boldsymbol{COMPANY}$

# APPLICATION

# **COMPANY INFORMATION:**

COMPANY NAME:		<del></del> .	
ADDRESS:			
POSTAL CODE:	PHONE:	FAX	٤
CONTACT:		E-MAIL:	
WOULD YOU LIKE TO RECEN	/E INVOICES BY E-MAIL: YES	NO E-MAIL:	
TYPE OF BUSINESS:			
NUMBER OF EMPLOYEES WI	HO WILL BE SIGNING UP FOR T	HE PROGRAM:	
TransLink Use:			
COMPANY NUMBER:	<del>,,,,,,,</del>		
SIGNED		TITLE	
DATE		_	

PLEASE FORWARD THIS APPLICATION, TOGETHER WITH YOUR SIGNED EMPLOYER AGREEMENT, TO TRANSLINK TDM DEPARTMENT.

#### **BETWEEN:**

[Name of Company or Agency], [Contract Department or Section], of [Insert Address]

("the Employer")

#### AND:

GREATER VANCOUVER TRANSPORTATION AUTHORITY, of 1700 – 4720 Kingsway, Burnaby, British Columbia V5H 4N2

("TransLink")

#### WHEREAS:

- A. The Transportation Demand Management policies of the Employer encourage employees to use alternative modes of transportation to reduce the number of employees travelling in single occupancy vehicles to and from work; and
- B. The Employer and TransLink wish to encourage the use of alternate forms of transportation to and from work by making the purchase of TransLink passes available to the Employer's employees through regular, ongoing payroll deduction;

## NOW THEREFORE the parties agree as follows:

1. In this Agreement, the following terms will have the following meanings:

"Conventional Transit Pass" will mean a public transit pass, bearing the photograph of the holder, issued by TransLink for use on bus, SeaBus and SkyTrain systems in the GVRD;

"Commitment Period" will mean the greater of one year or the time period for which an Employee agrees to participate in the Program, as indicated on that Employee's Enrollment Form;

"Employee" will mean a regular, full-time or part-time employee of the Employer, or such other category of employee of the Employer as authorized in advance by TransLink, who has signed the Enrollment Form;

"Enrollment Form" will mean the Employer Pass Program Enrollment Form to be signed by each Employee who wishes to participate in the Program;

"FOI Act" will mean the British Columbia Freedom of Information and Protection of Privacy Act;

"GVRD" will mean the geographical area of the municipalities in the Greater Vancouver Regional District;

"Pass" will mean a Bus Pass or a WCE Pass;

"Program" will mean TransLink's Photo ID Employer Pass Program;

"TransLink Tariff" means the Greater Vancouver Transportation Tariff approved by the TransLink Board of Directors, as amended by TransLink from time to time;

"Term" will have the meaning set out in s. 2;

"WCE Pass" will mean a public transit pass, bearing the photograph of the holder, issued by TransLink for use on the bus, SeaBus and SkyTrain systems in the GVRD and on the West Coast Express commuter rail system in the GVRD and the District of Mission;

- 2. The term of this Agreement will start on the date of this Agreement and continue until one party gives the other party at least three months' written notice or until the Agreement is otherwise terminated earlier in accordance with the provisions of this Agreement.
- 3. Subject to the terms set out in this Agreement and the Enrollment Form, Employees who complete an Enrollment Form will be allowed to buy Passes from TransLink, at the rates set out in the Enrollment Form, and the Employer will make payroll deductions to cover the cost of such Passes and remit such monies to TransLink.
- 4. During the Term, the Employer will administer the Program, including, without limitation:
  - 4.1 implementing the Pass application process established by TransLink (as amended by TransLink from time to time);

- 4.2 arranging a convenient time for photographing the Employees, and making the Employer's primary place of business available for photographing the Employees; and
- 4.3 maintaining an up-to-date list of the names of all active and suspended Program participants, their residential addresses and telephone numbers, their work addresses and telephone numbers, the types of Passes held by them (including number of zones for Conventional Transit Passes and names of stations for WCE Passes), and the dates on which their Passes were issued and suspended (if applicable).
- 5. The Employer will ensure that each applicant and participant in the Program is an Employee.
- 6. If, at any time, the number of Employees participating in the Program falls below 25, TransLink will be entitled to terminate this Agreement upon TransLink giving at least one month's written notice to the Employer.
- 7. No later than the 5th day of each month, TransLink will submit a report to the Employer, setting out the names of all active Program participants and type of Pass held by each participant (including number of zones for Bus Passes and names of stations for WCE Passes).
- 8. Each month, TransLink will submit an invoice to the Employer (together with the report referred to in s. 7) for the total value of all outstanding Passes issued to Employees, based on the information contained in the report set out in s.7 and the rates set out in the Enrollment Form. The Employer will pay the full invoice amount to TransLink no later than the 15th day of that month. The Employer will be responsible for collecting or recovering the required amount from Employees through payroll deductions.
- 9. TransLink will have the right to make changes to the Program at any time, including, without limitation, changes to the rates set out in the Enrollment Form, the TransLink Tariff, initial pass fee, design of the Passes, and the Pass application process. TransLink will provide at least three months' notice to the Employer of any changes to the rates set out in Schedule "A", the TransLink Tariff, or administration charges. The Employer will be responsible for communicating such changes to its Employees in a timely manner.
- 10. The Employer will notify TransLink immediately if a Program participant withdraws from the Program, withdraws his or her consent to the Employer to make payroll deductions for the Program, or ceases to be an Employee.
- 11. The Employer will use best efforts to promptly retain or recover Passes from:
  - Program participants who suspend their participation in the Program, withdraw from the Program, withdraw their consent to the Employer to make adequate payroll deductions for the Program, cease to be Employees;

- 11.2 Program participants at the end of their Commitment Period; and
- all Program participants upon termination of this Agreement.

The Employer will return all such Passes collected by the Employer to the FareDealer department at TransLink as soon as possible.

In the event that the Employer is unable to recover the pass, subject to the FOI Act, the Employer will provide TransLink with the residential phone numbers and addresses of such individuals upon request by TransLink.

- 12. Under this Agreement, any amounts not paid by the Employer by the due date will be subject to an interest charge, accruing from the date payment was due until the date of actual payment, at the rate of 24% per annum.
- 13. Subject to the provisions of the FOI Act, TransLink will have the right to inspect and review any and all books, records and documents of the Employer related to the Program or Program participants (including, without limitation, the records referred to in s. 4.3) and may, upon 24 hours' written notice, examine and copy such books, records and documents at all reasonable times during ordinary business hours.
- 14. Within two months after the date of the Agreement, the Employer will register a representative in TransLink's GoGreen Coordinator training course. At all times during the Term after three months from the date of this Agreement, the Employer will maintain a trained GoGreen Coordinator at its offices.
- 15. Time will be of the essence under this Agreement.
- 16. All notices under this Agreement will be delivered as follows:

TransLink
Manager, Revenue and Risk Management
1700 – 4720 Kingsway
Burnaby, British Columbia V5H 4N2

[Employer info.]

17. The laws of British Columbia and Canada will apply	to this Agreement.
IN WITNESS WHEREOF the parties have signed this A	Agreement as of the date first above written.
[NAME OF COMPANY OR AGENCY]	
Authorized Signatory	Date
Please print name of Signatory:	
GREATER VANCOUVER TRANSPORTATION AUTHORITY	
Authorized Signatory	Date.

# **EMPLOYER PASS**

# EMPLOYEE ENROLLMENT FORM

EMPLOYEE SURNAME: (Please print)	EMPLOYEE FIRST NAME: (Please print)
HOME ADDRESS:	HOME PHONE NUMBER:
NAME OF EMPLOYER:	WORK PHONE NUMBER:
WORK E-MAIL:	WORK FAX NUMBER:
TransLink Pass:  Pass valid for the following zones (please check)  1-1 \$54/month 2-1 \$ 75/month 1-2 \$54/month 2-3 \$ 75/month 1-3 \$54//month	West Coast Express Pass:  Return Trip to Waterfront from (please check):  \$ 203/month - Mission  \$ 146/month - Port Haney/Maple Meadows/Pitt Meadows  \$ 121/month - Port Coquitlam/Coquitlam/Port Moody  \$ 89/month - Inter-Suburban  \$ 121/month - Mission to Port Coquitlam, Coquitlam or or Port Moody
Please tick if you are not currently on the Employer Pass Prog Please tick if you are currently on the Employer Pass Program If a current passholder, when did you join the Program	gram
Please tick if you are replacing a lost/stolen pass: Please tick if you are re-instating a suspended pass:	Police Report number:

# Terms and Conditions of the Employer Pass Program (the "Program") - Please read carefully

- 1. I agree to participate in the Program offered by the Greater Vancouver Transportation Authority ("TransLink") for the entire Commitment Period of twelve months. I understand I will not be permitted to withdraw from the Program before the end of the Commitment Period, except:
  - (a) I can temporarily suspend my participation in the Program if I am away from work on maternity/parental leave, away from work on long term disability, temporarily re-assigned to another place of work for at least 3 months, or for any other reason approved in advance by TransLink; and
  - (b) I can withdraw from the Program if my Employer changes my place of work, I am no longer employed by my Employer, I change my place of residence, or for any other reason approved in advance by TransLink.
     I understand my withdrawal or suspension will not be effective until I deliver the Pass issued to me under the Program (the "Pass") to the Employer or TransLink.
- 2. I will pay an administration fee of \$15.00 to TransLink for the initial Pass issued by TransLink, if I am a new Employee Pass participant. If my Pass is lost or stolen, I will pay an administration fee of \$50.00 to TransLink for each replacement Pass issued by TransLink. I allow TransLink to use my photograph and personal information for the purpose of producing my Pass.
- 3. I understand that use of the Pass is subject to all of the terms and conditions of use set out in the Greater Vancouver Transportation Authority Transit Tariff (the "TransLink's Tariff"), as changed by TransLink from time to time, and I agree to comply with such terms and conditions of use. I understand that the monthly Pass rate set out in this Enrollment Form may be changed by TransLink at any time, in accordance with the then-current TransLink Tariff. I will comply with any additional terms and conditions established by TransLink and communicated to me in relation to the Program.

- 4. I understand the Employer Agreement between TransLink and the Employer may be terminated before the end of the Commitment Period, and that I will no longer be allowed to participate in the Program once the Employer Agreement is terminated.
- 5. I will authorize the Employer, in writing, to deduct the amount of the monthly Pass rate each and every consecutive month by way of payroll deduction and give such amount to TransLink each month. I will authorize the Employer, in writing, to continue making such payroll deductions each and every consecutive pay period until (a) the end of the Commitment Period, (b) TransLink approves my withdrawal or suspension from the Program, (c) I have been notified that the Employer Agreement is terminated, or (d) I deliver my Pass to the Employer or TransLink, whichever date is latest.
- 6. I will deliver my Pass to the Employer or TransLink no later than two days after (a) the end of the Commitment Period, (b) I have been notified that the Employer Agreement is terminated, or (c) termination of my employment with the Employer, whichever date is earliest. I authorize the Employer to disclose my home phone number and address to TransLink, at any time and from time to time, until I deliver my Pass to the Employer or TransLink.
- 7. If I do not make the payroll deduction authorizations as required by paragraph 5 above or if I do not deliver my Pass to the Employer or TransLink as required by paragraph 6 above, I will be liable to TransLink for the monthly Pass rate multiplied by the number of unpaid months in the Commitment Period or the number of unpaid months for the current calendar year, whichever number is greater. I understand I could be subject to legal action by TransLink for recovery of any unpaid amounts.
- 8. Since the Pass is not transferable, I will not allow any other person to use my Pass.
- 9. I have been advised that the collection of my personal information, on this form, is authorized by section 26(c) of the British Columbia *Freedom of Information and Protection of Privacy Act* and is being collected solely for the purpose of ensuring the proper administration of TransLink's Employee Pass Program. I also understand that if I have any questions concerning the collection of my personal information, I can contact TransLink's TDM Officer at 1600 4720 Kingsway, Burnaby, BC V5H 4N2, tel: (604) 453-4615 if I have any questions concerning the collection of personal information.

I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS FORM:

EMPLOYEE SIGNATURE	DATE
FOR EMPLOYER PAYROLL DEPARTMENT USE:	
Payroll deduction starts as of: DAY MONTH YEAR	
Deductions per year: 12 pay periods/yr 24 pay periods/yr	26 pay periods/yr
This is to verify that the above named person has reviewed the terms and condition	ns of the Photo ID Employer Pass program.
SIGNATURE OF COMPANY EMPLOYER PASS ADMINISTRATOR	DATE SIGNED
PRINT NAME OF EMPLOYER PASS ADMINISTRATOR	_
WORK PHONE NUMBER E-MAIL ADDRESS	
FOR TRANSLINK USE: 264	
TRACKING NUMBER PHOTO ID PASS NUMBER DAY MON	TH YEAR CAMERA PHOTO NUMBER