

1.0 ETS@WORK PROGRAM

- 1.1 Employees can apply to the Employer to participate in the Program at any time throughout the year during the term of this Agreement.
- 1.2 The City will provide the Employer access to on-line purchasing of Passes for the Program at a discount of 12% for resale to, and use by, the Employer's Participating Employees.
- 1.3 The Employer will order a minimum of ten (10) Passes per month (the "Minimum Monthly Purchase") during the term of the Agreement.
- 1.4 The Employer acknowledges that the Pass fare rates are subject to change and are amended from time to time by the City's municipal Council.
- 1.5 The Employer shall be responsible for the purchasing of the Passes and the administration of the Program for its Participating Employees in accordance with this Agreement.
- 1.6 The Employer will clearly advise its Employees of the discount portion of the Passes of 12% provided by the City.
- 1.7 The Employer must provide a minimum of a further 12% discount on the purchase of Passes to its Participating Employees for the Program. The Employer is encouraged to provide additional discounts and incentives to its Participating Employees. Whatever portion of discount the Employer provides to its Participating Employees is considered a taxable benefit.
- 1.8 The Employer acknowledges that the Passes are transferable product and that a Participating Employee may use the Pass for other than commuting to and from work and that a Participating Employee may make the Pass available to other persons from time to time.
- 1.9 The Employer will not resell or barter for any consideration the Passes purchased by the Employer pursuant to the Program. Passes may only be used by the Employer for resale to Participating Employees in accordance with this Agreement.
- 1.10 The Employer must obtain a written signed commitment from each Participating Employee to comply with the Program Terms and Conditions.
- 1.11 Notwithstanding the word "Returns" on the GR/GI (Packing) Slip with respect to the delivery of the Passes, the Employer agrees that all sales are final and Passes will not be accepted by the City of Edmonton for credit or refund.

2.0 MARKETING AND EMPLOYEE SURVEYS

- 2.1 The Employer will make reasonable efforts to market, and support ETS marketing, to promote the Program to Employees.
- 2.2 The Employer will obtain all necessary written permissions and consents from Employees for the gathering of information in accordance with all applicable laws, including but not limited to, the Freedom of Information and Protection of Privacy Act, R.S.A. 2000 c. F- 25.
- 2.3 The Employer will assist the City, as required with annual surveys of Employees regarding their transportation needs and behaviours, and to facilitate the distribution and gathering of such survey data in regard to the Program.
- 2.4 The Employer will provide the City with a completed Schedule "C" - ETS@Work New Member Employee Survey for each Participating Employee when each Employee enrolls in the Program. Surveys may be amended by the City, in writing, from time to time.
- 2.5 Unless otherwise agreed by the parties, the Program will be evaluated on an annual basis.
- 2.6 The Employer agrees to retain and disclose to the City, for purposes reasonably related to the implementation and administration of the Program, such personal information in regard to its Participating Employees as has been authorized by them to be retained and disclosed under the terms of the Program.

3.0 TERMINATION AND SUSPENSION

- 3.1 If the Employer does not make the Minimum Monthly Purchase for any two months within a six month period, the City may suspend the Program with the Employer until the required Minimum Monthly Purchase can be reasonably maintained. If the Employer's Participating Employees are on leave for reasons prescribed in Article 3.3 of Schedule "B" – ETS@Work Terms and Conditions, such that the Employer cannot make the Minimum Monthly Purchase, the Employer will be exempted from the Minimum Monthly Purchase for that month.
- 3.2 Either the City or the Employer may terminate this Agreement by providing written notice to the other party at least ninety (90) days in advance of the date of termination.

4.0 PROGRAM ADMINISTRATION

- 4.1 The Employer will assign a Program Coordinator (the "Coordinator") to order Passes by following on-line ordering dates, procedures and requirements as directed by the City, and to administer the Program in accordance with this Agreement.
- 4.2 The Coordinator or their designate, as determined from time to time, will be the primary contact for ETS Program Administration staff of the City.
- 4.3 If the Employer or any related companies have agreements under the ETS Retail Outlet Program, the Coordinator and any persons related to the purchasing or administration of the Program must be separate from any employee(s) administering or involved with the ETS Retail Outlet program;
- 4.4 The Employer will make reasonable efforts to monitor that Passes are being primarily used by their Participating Employees for commuting for work purposes.
- 4.5 The Employer will report any contravention of the Program Terms and Conditions to the City and immediately terminate from the Program any Participating Employees found in contravention.
- 4.6 Payment for Passes must be by credit card (MasterCard, Visa or American Express).
- 4.7 All costs incurred by the Employer in delivering the Program to Employees will be at the Employer's sole expense. Without limiting the generality of the foregoing, the City will not be responsible for any costs associated with the Employer's marketing, on-line ordering or administration of the Program.
- 4.8 Passes must be ordered on or before the 20th day of each month in order to guarantee delivery of the Passes prior to the first day of the following month.

5.0 CITY'S LIMITATION OF LIABILITY

- 5.1 The Employer agrees to indemnify and hold the City harmless for any claims arising out of the Employer's provision of the Program to its Employees, including without limitation, any claims arising from the Employer's failure to comply with the requirements of this Agreement.
- 5.2 The City is not responsible for lost, stolen or confiscated Passes in the possession of the Employer or its Employees and the City will have no obligation to replace any such lost, stolen or confiscated Passes.
- 5.3 The City will not be responsible for the collection of Passes from Employees or past Employees on behalf of the Employer for any reason.

6.0 NOTICES

6.1 Any notices required or permitted to be given under this Agreement shall be given in writing and shall be hand delivered, faxed, mailed by registered mail, or mailed by regular mail:

a) in the case of the City, to:

Edmonton Transit System
ETS Programs Administration
850 Scotia Place, Tower 1
10060 Jasper Avenue
Edmonton, AB T5J 3R8
Fax: (780) 429 6987 or (780) 496 3053

b) in the case of the Employer, to the address noted in the Agreement Form.

7.0 GENERAL

7.1 Words in the singular include the plural, and words in the plural include the singular where the context so requires.

7.2 The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

7.3 This Agreement shall be construed and governed by the laws of the Province of Alberta and the applicable federal laws of Canada.

7.4 This Agreement may not be modified or amended other than in writing and executed by the Parties.

7.5 This Agreement may not be assigned without the prior written consent of the City which consent may be withheld in the absolute discretion of the City.

7.6 This Agreement shall enure to the benefit of and be binding on the respective successors and permitted assigns of the Parties.

7.7 This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written.

1.0 DEFINITIONS

1.1 For these Program Terms and Conditions:

- a) "Employee" means all employees or specified staff under the Employer's payroll system as determined by the Employer and the City.
- b) "Participating Employees" are Employees who have agreed to the Program Terms and Conditions and have been approved by the Employer to participate in the Program;
- c) "Program" means the ETS@Work Program;
- d) "Pass" means an ETS Adult Monthly Pass or DATS Adult Monthly Pass;
- e) "Program Terms and Conditions" means the terms and conditions outlined in this Schedule "B" ETS@Work Terms and Conditions;
- f) "ETS" means Edmonton Transit System, a municipal transit service owned and operated by the City of Edmonton; and
- g) "Employer" means the employer who administers the payroll system for the Employee.

2.0 ETS@WORK PROGRAM

- 2.1 The Employee agrees to purchase one Pass each month at the ETS discount of 12% off the regular Pass fare plus the applicable Employer's discount of a minimum of 12%. The Employee acknowledges that the Employer's discount is a taxable benefit.
- 2.2 The Participating Employee agrees that they cannot and will not give away, resell or barter the Passes for any consideration or purposes other than for the primary use by the Employee.
- 2.3 The Employee agrees to payroll deductions for a minimum of 6 consecutive months and acknowledges that the Employee cannot exit the Program prior to the completion of the 6 consecutive months. The Employee agrees that they will continue as a Participating Employee in the Program until proper notice is provided by the Employee to exit the Program.
- 2.4 The Participating Employee acknowledges that if the Employer cannot obtain and maintain the minimum number of 10 Participating Employees as required by ETS, the Program may be suspended by ETS until the minimum number can be attained and maintained by the Employer.
- 2.5 The Participating Employee acknowledges that the ETS may terminate the Program at any time.
- 2.6 The Employee acknowledges that the Pass fare rates may change from time to time as determined by City's municipal Council.

3.0 EXIT AND LEAVE FROM THE PROGRAM

- 3.1 The Participating Employee can exit the program no earlier than their 6th month anniversary date by providing written notice to the Employer at least one month in advance of the date of exit from the Program.
- 3.2 If the Participating Employee exits the Program and wishes to participate in the Program again, the Employee must re-apply and commit to the minimum required 6 consecutive months. Repeated re-applications may not fulfill the spirit and intent of the Program and such application could be denied.
- 3.3 The Participating Employee may obtain a leave from the Program for reasons resulting from a change in location of employment or Employee's residence, maternity/paternity leave, short term or long term illness, WCB disability, or Employer authorized education or extended leave. Any such leave must be approved by the Employer and such leave will exempt the Participating Employee from the minimum required 6 consecutive month participation in the Program.
- 3.4 Employee holidays are not a valid reason for temporary leave from the Program.

4.0 LOST, STOLEN OR CONFISCATED PASSES

- 4.1 The City will not be liable to replace or reimburse any lost, stolen or confiscated passes purchased by the Participating Employee.
- 4.2 If a Pass has been damaged, the Participating Employee may obtain a replacement for the damaged Pass if the remnants of the damaged Pass are identifiable as a valid Pass. The Employee must go to ETS Customer Services in Churchill Station to exchange a damaged Pass.

5.0 ETS PASSENGER CONDUCT

- 5.1 The Participating Employee acknowledges that all users of Passes and ETS services will be subject to the City of Edmonton Conduct of Transit Passengers Bylaw No.8353.

6.0 AGREEMENT TO PROGRAM TERMS AND CONDITIONS

- 6.1 By submitting an application to participate in the Program, the Employee acknowledges that he/she has read and agrees to comply with the Program Terms and Conditions.
- 6.2 By submitting an application to participate in the Program, the Employee acknowledges that he/she agrees to participate in program surveys by the City and the Employer. The Employee agrees to allow his/her personal information to be collected and made available to the City under authority of Section 33[c] of the Freedom of Information and Protection of Privacy Act which will be used solely to administer and evaluate the program. This information is protected by the privacy provisions of the Freedom of Information and Protection of Privacy Act.

THE EVERY DAY WAY TO RIDE WITH ETS@WORK PROGRAM SURVEY

Applicant Information

- 1) Please indicate the month and year you received your first monthly ETS@Work pass?

- 2) In what year were you born? _____
- 3) Gender M F
- 4) Type of employment (select the one where most of your work hours fall)
 - Full or part-time weekday worker (8AM – 5PM)
 - Full or part-time shift worker (5PM – 8AM)
- 5) Do you consider yourself to be a person with a disability - that is, someone with a long-term condition that would limit your ability to take conventional transit for some or all trips?
 - Yes No
- 6) In the last month (4 weeks), how often have you used Edmonton Transit (Bus/LRT/DATS)? (Please select one only)
 - 40 or more trips per month
 - 25 – 39 trips per month
 - 9 - 24 trips per month
 - 1 – 8 trips per month
 - Didn't use transit
- 7) Do you have a child or children living in your household?
 - Yes No
- 8) What age range does this child/children fall into? (Please select all that apply).
 - Under 12 18 and over
 - 13 – 17

Travel Information

- 9) How did you usually travel to work **before** joining the ETS@Work program? (Please select one only)
 - Edmonton Transit Bus/LRT or DATS
 - ETS Bus/LRT and motor vehicle (Park & Ride)
 - Motor vehicle as a driver
 - Motor vehicle as a passenger
 - Bicycle or other non-motorized vehicle
 - Walk only

- 10) If you used Edmonton Transit (Bus/LRT) **before** joining the ETS@Work program, what type of fare product did you typically buy? (Please select one only)
 - Monthly Pass Seniors Pass
 - U-Pass School Pass
 - Tickets Cash
- 11) How often will you use Edmonton Transit (Bus/LRT) **after joining** the ETS@Work program? (Please select one only)
 - 40 or more trips per month
 - 25 – 39 trips per month
 - 9 - 24 trips per month
 - 1-8 trips per month
 - Don't know
- 12) What Buslink bus stop number or street/avenue is closest to your **home** address? (i.e. if your home is nearest to the intersection of 170 Street and 87 Avenue, write down "170 St and 87 Ave")

- 13) What Buslink bus stop number or street/avenue is closest to your **work** address? (i.e. if your work location is nearest to the intersection of 170 Street and 87 Avenue, write down "170 St and 87 Ave")

- 14) What is the **biggest** reason for joining the ETS@Work Program? (Please select one only)
 - I will save money on my usual transit fare
 - It's hard/too expensive to find a parking stall
 - The price of fuel is too high
 - Other car expenses are too high
 - I will avoid driving in city traffic
 - I will be helping the environment
 - Other
- 15) How did you first hear about the ETS@Work Program?
 - Edmonton City website Employer website
 - Other website Email
 - Television Radio
 - Newspaper Word-of-mouth
 - Bus sign or Transit poster Transit brochure
 - Transit newsletter
 - Other