

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made as of the date set forth below by Regional Transit Service, Inc. ("RTS") and the Amalgamated Transit Union Local 282 ("Union"). The parties met to discuss the ability for ATU Clerical employees to work remotely.

Accordingly, notwithstanding any conflicting language in the Collective Bargaining Agreement between RTS and the Union, or in any other agreement between RTS and the Union, RTS and the Union enter into the following agreement:

1. Telecommuting is a work arrangement that allows employees to work at home or at some other off-site location for all or some of their regularly scheduled work hours. Although not all jobs can be performed satisfactorily from other locations, RTS recognizes that in some cases, telecommuting arrangements can provide a mutually beneficial option for both the company and employee.
2. RTS will consider requests for telecommuting from any employee who has completed 90 days of service with RTS and has had no performance related issues in the previous 12 months, regardless of their role. Employee must also demonstrate good time-management and organizational skills, and be self-motivated, self-reliant, and disciplined. Not all jobs can be performed from off-site locations. In general, positions requiring face-to-face interaction with customers and office personnel are not suitable for telecommuting arrangements.
3. The following basic requirements must be met:
 - a. Employee must be able to carry out the same duties, assignments, and other work obligations at their home office as they do when working on RTS premises.
 - b. The standard workweek is 40 hours, with employee scheduled to work eight hours per day with a minimum of a 30-minute lunch in accordance with NYS Labor Law.
 - c. Employee must be available to their manager/supervisor and co-workers during work hours.

trial period, the manager/supervisor will evaluate whether telecommuting can be offered to the employee on a continuing basis. Telecommuting will generally be in effect for six-month intervals. RTS will consider the employee's job performance and company and customer needs when determining whether the arrangement will be renewed. Managers/Supervisors must forward a copy of all Telecommuting Agreement Forms and documentation to the People Department to be kept on file.

5. RTS does not provide telecommuting employees with equipment or office furnishings for their home offices. Employees are responsible for equipping and maintaining their home offices so that they can accomplish their work in an efficient and expeditious manner. Depending on the nature of their jobs, this may require having computers, printers, computer software, fax machines, data and telecommunications equipment, and other equipment available for their use. RTS will provide a laptop computer with the appropriate software.

RTS requires a minimum of a cable or higher speed broadband connection. Connections from Dial-Up or DSL do not meet the minimum requirements for systems to work properly. RTS does not provide a monetary stipend for internet costs.

Employees are responsible for providing office furnishings, such as desks, chairs, file cabinets and lighting, at their own expense. RTS is not responsible for the maintenance or repair or associated costs of office equipment or furniture supplied by the employee.

RTS will provide common office supplies, such as paper, pencils, pens, and paper clips, for employees' use for Regional Transit Service business conducted in their home offices.

6. Employees who telecommute will be required to record all hours worked on a daily timesheet. Hours worked in excess of the agreed-upon hours, including overtime hours, require the advance written approval of the employee's manager/supervisor. Failure to comply with this requirement will result in immediate termination of the telecommuting arrangement.