

TEMPORARY EMERGENCY TELECOMMUTING AGREEMENT

This Temporary Emergency Telecommuting Agreement applies only in the event that the Metropolitan Transportation Authority ("MTA") Chair, Managing Director, or President declares an "Unforeseen Emergency Circumstance," and governs only represented employees of the Metropolitan Transportation Authority ("MTA") who have been identified by their Agencies and Department Heads as critical to the execution of emergency or day-to-day functions of their department and whose duties can be performed remotely in the event of an Unforeseen Emergency Circumstance ("Essential Employees").

The following constitutes the Emergency Interim Telecommuting Agreement ("Agreement") between the MTA and _____ ("Employee"). By signing this Agreement, Employee understands that Employee has been designated by their Agency and Department Head as an Essential Employee for purposes of the specified and limited duration of this Agreement. Employee's signature connotes their full understanding of the Agreement's content and that they have sought and received explanations or clarifications as needed before signing.

I. Terms and Conditions:

Employee agrees to adhere to the terms of any applicable collective bargaining agreements relating to Employee's employment, as well as to all applicable MTA and Agency policies and procedures and to the terms of this Agreement. By signing this Agreement, Employee agrees to the duties, obligations, responsibilities, and conditions for telecommuting as set forth herein. Both parties understand and agree that telecommuting is not a formal, universal employee benefit, and that this arrangement is being conducted on a temporary emergency basis. There is no right to Telecommute at the MTA.

II. Duration:

This Agreement is valid effective March 16, 2020 through June 15, 2020 with the understanding that the MTA or Employee may cancel this Agreement at any time for any reason. Employee may telecommute pursuant to this Agreement only for the duration of an Unforeseen Emergency Circumstances declared by the MTA Chair, Managing Director, or President.

A. If applicable, Employee understands and, by signing this Agreement, certifies that this Agreement does not constitute a substitute for childcare and represents to the MTA that they have made reasonable arrangements for appropriate childcare during their work hours.

B. Employee agrees that business requirements may necessitate their presence in any of the locations where MTA conducts business during the period set forth in Section II above. Employee agrees such circumstances are at the sole discretion of their supervisor, and will adjust hours and schedules to accommodate the MTA in accordance with the terms of their collective bargaining agreements.

III. Pay, Attendance and Record-keeping:

Employee will continue to receive all pay and benefits during the term of this Agreement at the same rate and contribution levels as prior thereto. Employee's time and attendance for performing work duties will be recorded in accordance with applicable collective bargaining agreements and MTA policies and procedures. Employee will adhere to all recordkeeping requirements and procedures for requesting paid and unpaid time off (leaves, vacation, bereavement, and the like) during the term of this Agreement as if they were reporting to work at their MTA work location.

IV. Work Assignments:

Employee will call-in on a daily basis and schedule telephone conferences and/or confer by electronic mail with their supervisor to receive assignments and to review completed work as necessary or appropriate.

The Department Head will be required to monitor Employee's performance throughout the duration of the Unforeseen Emergency Circumstance. The Department Head must confirm that assignments are performed satisfactorily, and that critical milestones and deadlines are met. The MTA reserves the right to monitor Employee's computer activities remotely.

V. Equipment and Supplies:

Employee will provide at Employee's own expense sufficient computer hardware or software to conduct business effectively. The MTA will not reimburse the Essential Employee for internet service connections or other telecommuting costs arising from Employee's work at Employee's premises.

Employee agrees to notify their direct supervisor or manager immediately of any malfunction of equipment that would impede the Employee's ability to perform their duties. It is the responsibility of the Employee to repair all equipment as quickly as possible to ensure uninterrupted performance of job duties and responsibilities.

Employee is further required to have some type of voice mail, call waiting or answering machine to ensure that all work-related calls coming into Employee's premises are received by Employee. Setup and maintenance of this system is the sole responsibility of the Employee.

MTA is not responsible for operating costs, home maintenance, or any other incidental cost (e.g. utilities, insurance, rent, mortgage, taxes) whatsoever, associated with the use of the Essential Employee's residence.

If applicable, Employee agrees to return all MTA-owned equipment, records, and supplies upon the cessation of this Agreement, upon MTA's request, or in conformance with MTA and Agency policy.

VI. Accident, Injury and Worker's Compensation:

To ensure compliance with safety requirements, Employee is required to maintain a safe work place at their premises. In the event of accident or injury, Employee agrees to notify their direct supervisor or manager as promptly as attention to medical emergencies will permit. MTA accident reporting and investigation procedures remain in effect notwithstanding the Essential; Employee's work location is not on MTA premises.

Employee is covered under the New York State Worker's Compensation Law if Employee is injured in the course of performing MTA duties pursuant to this Agreement.

VII. Liability:

MTA will not be liable for damages to the Essential Employee's property that may result from telecommuting. Employee remains liable for injuries to third parties on their premises. Employee agrees to hold MTA harmless against all claims or liability caused by Employee's willful misconduct.

VIII. Records and Confidentiality:

Employee will apply approved safeguards to protect MTA records from unauthorized disclosure or damage and will protect the confidentiality of MTA's records in accordance with Employee's ethical obligations and the MTA Code of Ethics. Work performed at Employee's premises is considered official MTA business.

All records, papers and correspondence must be safeguarded for their return to MTA's offices. Computerized files are considered official records and shall be similarly protected. Employee agrees to conduct data back-ups as specified by the MTA.

IX. Violation of this Agreement:

Employee understands that violation of this Agreement may result in disciplinary action up to and including dismissal.

PLEASE PRINT CLEARLY

Employee's Name: _____ Title: _____ BC ID#: _____

Employee's Signature: _____ Date: _____

Department Name: _____

Department Head's Name: _____ Title: _____

Department Head's Signature: _____ Date: _____

Labor Relations Director's Name: _____

Labor Relations Director's Signature: _____ Date: _____