

**Exhibit A - Telecommuting Agreement**

This is an agreement among the Poughkeepsie Public Library District (the “Employer”), \_\_\_\_\_ (the “Employee”), and \_\_\_\_\_ (the Employee’s “Department Head”) and shall cover the period from \_\_\_\_\_ through \_\_\_\_\_.

This agreement establishes the terms and conditions of telecommuting.

The Employee volunteers to participate in the telecommuting program and to follow the applicable guidelines and policies. The Employer agrees with the Employee’s participation.

Duration: This agreement will be co-terminus with the end of the declared emergency or at the completion of the requested accommodation.

Work Hours: Work hours and telecommuting location are specified as part of this Agreement.

Pay and Attendance: All pay, leave and travel entitlement will be based on the Employee’s official work location. The Employee’s time and attendance will be recorded as if performing official duties at the official work location.

Leave: Employee must obtain Library District approval before taking leave in accordance with established procedures. The Employee agrees to follow established procedures for requesting and obtaining approval of leave.

Overtime: An Employee working overtime, approved in advance by Department Head, will be compensated in accordance with applicable law and rules. The Employee understands that Department Head will not accept work products resulting from unapproved overtime. The Employee agrees that failing to obtain proper approval for overtime work may result in removal from the telecommuting program or other appropriate action.

Equipment: The Department Head, Employee, and IT must agree upon the equipment to be used in telecommuting. The Employer is not required to provide equipment for the telecommuting location; however, with the approval of the Library Director or their designee, the Employee may be provided with Employer-owned equipment necessary to perform work assignments.

Employer-owned Equipment: (List all Employer-owned equipment including telecommunication services.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Maintenance of Equipment: Equipment provided by the Employer must be protected against damage and unauthorized use. Employer-owned equipment will be serviced and maintained by the Employer. Equipment provided by the Employee will be at no cost to the Employer, and will be maintained by the Employee.

Cost: The Employer will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities), associated with the use of the Employee’s residence. The Employee is eligible for any reimbursement for authorized expenses incurred while conducting official business for the Employer.

Liability: The Employer will not be liable for damage(s) to the Employee’s property resulting from participation in the telecommuting program. In signing this document, the Employee agrees to hold the Employer harmless against any and all claims, excluding worker’s compensation claims.

Worker’s Compensation: The Employee is covered by workers’ compensation if injured in the course of performing official duties at the telecommuting location.

Verification of Home Safety: In signing this agreement, the Employee verifies that the telecommuting location provides workspace that is free of safety and fire hazards. The employee must have a sufficient, isolated location within the household to conduct Library business with minimal distraction or interruption and without endangerment of Library resources.

Work Assignments: The Employee will meet regularly with Department Head to receive assignments and to review completed work. The Employee will complete all assigned work according to procedures mutually agreed upon with Supervisor.

Evaluation: The evaluation of the Employee’s job performance will be based on established standards. Employees will not be allowed to telecommute while on probation and/or in progressive discipline, unless the telecommuting is being provided as a reasonable accommodation.

Records: The Employee will apply safeguards, which are approved by the Employer to protect records from unauthorized disclosure or damage. All records, papers and correspondence must be safeguarded for their return to the official work location.

Curtailment of the Agreement: The Employee may stop participating in this program at any time. Management has the right to remove the Employee from the program at any time if participation fails to benefit organization needs.

The Employee agrees to work exclusively at either the official work location or the telecommuting location, and not from another unapproved site. Failure to comply with this provision may result in termination of the agreement, and/or other appropriate disciplinary action.

Work Hours and Location: The following are the official work location, telecommuting location and general work hours agreed to as part of this Telecommuting Agreement:

Official Work Location:

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Telecommuting Location:

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General Work Hours: Each week, the Employee and the Department Head will agree on a Telecommuting Work Plan in a format consistent with the table below and recorded in the Library District’s scheduling software (using the nomenclature of WFH).

<b>Day</b>	<b>Hours (start time and end time)</b>	<b>Location</b> <b>O = Official Work Location</b> <b>T = Telecommuting Location</b>
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

Telecommuting Work Plan: Each week, the Employee and the Department Head will complete a Telecommuting Work Plan for the following week.

We agree to abide by the terms and conditions of this agreement.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Library Director

\_\_\_\_\_  
Date