ADMINISTRATIVE AGREEMENT by and between the ANCHORAGE MUNICIPAL EMPLOYEES ASSOCIATION (AMEA) and the MUNICIPALITY OF ANCHORAGE (MOA)

Subject: AMEA ADMINISTRATIVE AGREEMENT #2024-03 TELECOMMUTING

The AMEA and the MOA agree that AMEA employees can telecommute pursuant to MOA Telecommuting Policy 40-40 (attached and referred to herein as Policy 40-40) as a secondary work location based on employees current work schedules unless operational needs require a change in schedule as defined by the AMEA Collective Bargaining Agreement.

- All employees who telecommute under this Agreement will follow Policy 40-40 as actively
 utilized and updates with policy adjustments. All employees will be required to enter into
 an approved Telework Agreement using the online SharePoint Telework Agreement Form
 before they will be allowed to telework.
- 2. The parties agree that teleworking is a benefit to the employee that is meant to increase job satisfaction and work-life balance. As such, it is not a guaranteed right for any employee. Additionally, every AMEA employee is still required to complete the essential functions of their positions. Nothing in this Agreement allows the employee to modify their regularly scheduled shift without supervisory approval.
- 3. An employee's ability to telework is consistent with P&P 40-40 and other employee's teleworking under this policy, and as such is not grievable. Telework is a MOA decision that will be decided based on operational need, equipment availability, and ability to meet critical demands. No job assignments or work units will automatically qualify for teleworking. Telework assignments will not be based on the individual circumstances of employees, including, but not limited to, light duty status, childcare needs, place of residence, or other personal circumstances.
- 4. All approved routine telecommuting, as defined by Policy 40-40, will require an employee working a portion of their regular scheduled workweek at their MOA work location and teleworking for a portion of their regular scheduled workweek. Employees will not be permitted to telecommute for 100% of their regular scheduled hours. All employees will still be expected to report to their MOA work location for in-person meetings and supervisor updates as determined by their supervisor regardless of their telework schedule. Travel between the primary and secondary work locations for the purpose of facilitating teleworking, or attending in person meetings, within the employee's scheduled hours is not eligible for mileage reimbursement.
- 5. Employees may still be required to report to a MOA work location for a regularly scheduled shift for which they have been approved to telework with appropriate notice to meet the needs of the business and to support the operational needs.
- 6. Employees' telework location will be their primary residence and employees may only telework from other locations with prior approval by their supervisor and the Human Resources Director.

- 7. Telework is not a substitute for child care or other dependent care. Employees who telework shall continue to make arrangements for child/dependent care to the same extent as if the employee was physically present in the workplace.
- 8. Overtime and Callouts will continue to follow the AMEA Collective Bargaining Agreement. All provisions of the AMEA Collective Bargaining Agreement remain in effect. Employees working under a telework agreement will not be eligible for overtime for working through a meal period, unless the employee's supervisor has in writing notified the employee that they must work through a meal period.
- 9. The parties agree that situational teleworking, as defined by Policy 40-40, will only occur in very limited circumstances and must be approved by the applicable department director in consultation with the Human Resources Department.
- 10. Telework is not a substitute for leave taken due to illness or injury, annual leave, Workers' Compensation Injury Leave, or other leave, except when the MOA determines it is operationally necessary.
- 11. The parties agree that the MOA may terminate an employee's ability to telework at any time. Reasons for terminating an employee's ability to telework include, but are not limited to, operational needs, staffing shortages, disciplinary action against the employee, investigation into the employee for misconduct, the employee's failure to meet deadlines or performance standards, the employee's failure to timely respond to phone or written communication, use of municipal time/resources for non-municipal activities, the employee's failure to maintain regular contact with their supervisor, conflicts with an alternate schedule (4/10, 9/80) or other reasons described in Policy 40-40.
- 12. The parties agree that the MOA will not be required to provide equipment or furniture to AMEA employees who are approved to telework. Employees are responsible for having a suitable work station as outlined in Policy 40-40.
- 13. The parties agree that no AMEA employee shall telework from outside of the state of Alaska.

IN WITNESS WHEREOF this Agreement is entered into freely and voluntarily by the signatures of the parties below.

SIGNED FOR THE MOA:

Raylene Griffith

Labor Relations Director

SIGNED FOR THE AMEA:

8/2/2024

Paul Hatcher

President, AMEA

Date