ANCHORAGE, ALASKA  
AR NO. 2021-102

A RESOLUTION APPROVING ADMINISTRATIVE AGREEMENT AA # 2021-02  
BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE ANCHORAGE  
MUNICIPAL EMPLOYEES ASSOCIATION AGREING TO A TELECOMMUTING  
AGREEMENT.

WHEREAS, the Municipality of Anchorage (MOA) and the Anchorage Municipal  
Employees Association (AMEA) are parties to a collective bargaining agreement  
(CBA), approved by the Assembly on May 21, 2019; and

WHEREAS, The MOA and AMEA worked together to reach an Administrative  
Agreement to assist in ensuring a safe workplace and further reduce the spread of  
COVID 19 after the emergency declaration expires; and

WHEREAS, the Assembly has directed the Administration to submit Administrative  
Agreements that will aide returning employees to the workplace safely; and

WHEREAS, this Agreement supports AMEA employees to allow telecommuting  
without diminishing Municipal services or employee performance; and

WHEREAS, this Agreement will be used in managing and facilitating telecommuting  
arrangements for AMEA employees and is attached as Exhibit A; and

WHEREAS, it is in the best interest of the MOA and the Unions to foster good labor  
management relationships; and

WHEREAS, Anchorage Municipal Code section 3.70.130 requires Assembly approval  
of an Administrative Agreement; and

WHEREAS, Anchorage Municipal Code subsection 3.70.090D.3.c requires the  
Assembly “shall have a 28-day period for public review and comment on the labor  
agreement terms and conditions, summary of economic effects, and contract  
changes, before action by the assembly”; and now, therefore,

THE ANCHORAGE MUNICIPAL ASSEMBLY RESOLVES:

Section 1. Administrative Agreement AA 2021-02 between the Municipality and  
AMEA is hereby approved.
Section 2. This resolution shall become effective upon passage and approval by the Assembly.

PASSED AND APPROVED by the Anchorage Assembly this 12th day of May, 2021.

___________________________
Chair

ATTEST:

Jennifer Vincklasen

Municipal Clerk
FROM: ACTING MAYOR

SUBJECT: A RESOLUTION APPROVING ADMINISTRATIVE AGREEMENT AA # 2021-02 BETWEEN THE MUNICIPALITY OF ANCHORAGE AND THE ANCHORAGE MUNICIPAL EMPLOYEES ASSOCIATION AGREING TO A TELECOMMUTING AGREEMENT.

The Municipality of Anchorage (MOA) and the Anchorage Municipal Employees Association (AMEA) are parties to a collective bargaining agreement (CBA), approved by the Assembly on May 21, 2019.

The MOA and AMEA worked together to reach an Administrative Agreement to assist in ensuring a safe workplace and further reduce the spread of COVID-19 after the emergency declaration expires. Furthermore, this Agreement supports AMEA employees, one of the MOA’s largest union partners, to allow AMEA employees to telecommute without diminishing Municipal services or employee performance. This Administrative Agreement establishes the guidelines to be used in managing and facilitating telecommuting arrangements for AMEA employees.

There is no financial impact and therefore, no SEE is attached.

THE ADMINISTRATION RECOMMENDS APPROVAL.

Prepared by: Raylene Griffith, Labor Relations Director
Approved by: Cheryl Evans, Human Resources Director
Concur: Lance Wilber, Director, Office of Management & Budget
Concur: Kathryn R. Vogel, Municipal Attorney
Concur: Alexander Slivka, CFO
Concur: Anna C. Henderson, Municipal Manager
Respectfully submitted: Austin Quinn-Davidson, Acting Mayor
ADMINISTRATIVE AGREEMENT
by and between the
ANCHORAGE MUNICIPAL EMPLOYEES ASSOCIATION (AMEA)
and the
MUNICIPALITY OF ANCHORAGE (MOA)

Subject: AMEA ADMINISTRATIVE AGREEMENT #2021-02
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.

1. All employees who telecommute under this Agreement will follow Policy 40-40 as attached. All employees will be required to enter into an approved Telework Agreement using the attached 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.

3. An employee's ability to telework is a management 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 scheduled workweek at their MOA work location and teleworking for a portion of their scheduled workweek. Employees will not be permitted to telecommute for 100% of their 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 to an MOA work location 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.

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.

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 management 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, 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  Date  3/19/21
Labor Relations Director

SIGNED FOR THE AMEA:  
Katie Portlock  Date  3/19/21
President, AMEA
1. **PURPOSE**
   The purpose of this policy and procedure is to provide direction and guidance for establishing telecommuting arrangements for employees of the Municipality of Anchorage.

2. **POLICY**
   It is the policy of the Municipality to permit telecommuting on a case-by-case basis as determined appropriate without diminishing services or employee performance. Telecommuting is an arrangement established first and foremost to facilitate the accomplishment of work.

3. **ORGANIZATIONS AFFECTED**
   This policy applies to all Municipal agencies and only to non-represented employees. Any application of this policy to represented members must be by Letter of Agreement between the Municipality and the member's union.

4. **REFERENCES**
   N/A

5. **DEFINITIONS**
   - *Remote worksite* is an ergonomic appropriate workspace with adequate light, telephone and internet service, power, privacy, and temperature control.
   - *Routine telecommuting* is when an employee works from a remote worksite as part of a regular and ongoing schedule pursuant to an approved Telecommuting Work Agreement (TWA). Routine telecommuting should generally be only a portion of the employee's work schedule subject to management discretion.
   - *Situational telecommuting* is when an employee works from a remote worksite on a case-by-case basis, where the hours worked were not part of a previously approved TWA. Reasons may include inclement weather, public health crisis, or special work assignment. These agreements may also be referred to as episodic, intermittent, unscheduled, or *ad hoc* telecommuting. These types of agreements require only supervisor approval and not a TWA, unless the employee is a represented employee, in which case a Letter of Agreement between the Municipality and the union is still required.
   - *Telecommuting Work Agreement* (TWA) is the form employees use in order to be eligible for telecommuting.

   The TWA form shall include: (1) A description of the work hours and work to be accomplished, including clearly defined performance requirements that are measurable
and results oriented; (2) a telephone number where the employee can be reached at the remote worksite during the agreed-upon work hours; (3) if Municipal equipment is used at the remote worksite, a record of such equipment; (4) an agreement by the employee to maintain a safe and secure work environment and to allow the Municipality to verify its safety and security, upon reasonable notice; and (5) a clear delineation of whether overtime is allowed with prior written authorization or strictly prohibited.

A template of a TWA form is attached as Appendix A.

6. RESPONSIBILITIES

A. Employees

a. Employees shall understand that telecommuting is an option at the exclusive direction of management, not an employee right or benefit.

b. The employee is responsible for providing remote worksite furniture and equipment and should maintain a clean and safe workspace. The Municipality will not pay operating costs, maintenance, system upgrades, or other incidental costs (i.e. utilities, telephone, or internet access) associated with the use of an employee's remote worksite.

c. Routine telecommuting is not a substitute for dependent care. Employees shall continue to make arrangements for child/dependent care to the same extent as if the employee was in the workplace. However, having dependents at home will not necessarily prohibit an employee from telecommuting. Requests will be reviewed on a case-by-case basis.

d. Telecommuting employees shall understand that the Municipality retains ownership of any documents, records or other work product produced while working remotely. The employee must use Municipal email when telecommuting and may not use a personal email account to conduct municipal business.

e. Telecommuting employees shall attend meetings in person, unless they receive specific exemption. Travel to and from the remote worksite to attend work-related meetings and events are not reimbursable.

f. Telecommuting employees shall not incur overtime without prior written authorization from their supervisor.

g. Telecommuting employees shall be available during work hours established in their TWA. Absences (including unavailability during work hours) must be pre-approved and accounted for with leave, as appropriate. Telecommuting while on approved leave needs prior supervisory approval.

h. Liability

i. Employees shall understand that it is their responsibility to determine any income tax implications of maintaining a home office area. The Municipality will not provide tax guidance, nor will the Municipality assume any additional tax liabilities.
ii. Employees shall understand that the Municipality is not liable for injuries including family members, at the remote worksite. The Municipality is not liable for damages to the employee's personal or real property at the remote worksite.

iii. Except for workers compensation, employees shall indemnify, defend, save and hold harmless the Municipality from any claim, lawsuit or liability, including costs and attorney's fees allegedly arising from loss, damage, or injury to persons or property occurring in the course of the employee's performance under a TWA.

iv. The employee is responsible for protecting Municipal equipment from damage and unauthorized use. The employee shall be responsible for notifying their supervisor immediately of any damage, theft or loss of any issued Municipal property. In the event of theft of equipment, the employee shall immediately report the theft to law enforcement. Any Municipal-provided equipment will be used only by the employee to complete Municipal work. It is not for personal use by the employee or the employee’s family members. All use must comply with Municipal policy.

i. Workers Compensation

i. The employee is covered by workers compensation during the performance of official Municipal business at the remote worksite during work hours. The employee must report work-related injuries immediately to the supervisor and will comply with all municipal and State of Alaska reporting requirements to report such claims.

j. ADA

i. These guidelines do not apply to employees who work remotely as a reasonable accommodation approved under the American with Disabilities Act. Requests subject to the American with Disabilities Act or the Family Medical Leave Act shall continue to be handled by the ADA Coordinator in the Human Resources Department.

B. Supervisors

a. Supervisors should provide this policy to any employee expressing interest in telecommuting.

b. Upon receipt of a request for telecommuting, Supervisors shall assess the suitability of the employee and the suitability of the employee's position pursuant to established criteria. Any necessary Municipal equipment must be purchased using the Municipal procurement process.

c. Supervisors shall ensure adequate office coverage at all times. Coverage requires someone present in the office who can adequately resolve an issue in a timely manner. Absences due to leave, training, holidays, and alternate work schedules must be addressed when employees and supervisors arrange TWA plans to ensure adequate office coverage. Supervisors may
need to vary the terms of the TWA to ensure adequate coverage for these specific circumstances depending on operational needs.

d. Supervisors of telecommuting employees shall monitor employee compliance with the TWA, relevant municipal policies, performance standards, expectations for work product, productivity, and time accountability. Supervisors are responsible for reviewing and renewing TWAs before they expire. They are responsible for providing employees clear direction on assignment and project expectations.

C. Supervisors may make exceptions to these guidelines on a case-by-case basis. Any significant exceptions should be pre-approved in writing by the Human Resources Director.

a. Upon receipt of a TWA, the Department Head shall assess the suitability of the employee and the suitability of the employee’s position pursuant to established criteria.

D. Human Resources Director

a. The Human Resources Director has the sole discretion to designate positions and individual employees suitable for telecommuting. The expectation is there will be no disruption of service or decline in the quality of services provided by the Municipality to the customers served.

7. **PROCEDURE**

A. Routine telecommuting approval process

a. Employees who request to telecommute must first discuss the request with their immediate supervisor.

b. If the employee’s immediate supervisor does not support the employee’s request to telecommute, then the supervisor will deny the request.

c. If the employee’s immediate supervisor supports the employee’s request to telecommute, the supervisor will fill out a TWA and submit the TWA to the department head.

d. If the department head approves the proposed TWA, the department head will forward the TWA to the Human Resources Director.

e. If the Human Resources Director approves the TWA, the TWA becomes effective upon the date the TWA is signed by the Human Resources Director.

f. A TWA must be approved by the Human Resources Director before the employee can begin teleworking. A copy of the approved TWA must be placed in the employee’s personnel file.

g. All TWAs must contain an acknowledgment by the employee that management has the right to initiate, amend, terminate, or suspend a telecommuting arrangement at any time.
h. All TWAs must contain an acknowledgment by the employee that supervisors can suspend TWAs for employees who use them to enable child/dependent care.

B. Routine telecommuting approval criteria

a. Position suitability

i. A high percentage of work can be conducted individually;

ii. Work does not require frequent supervision of other employees;

iii. Collaboration and communication with colleagues can be conducted virtually;

iv. Work does not require frequent in-person or ad hoc collaboration

v. Work output and quality is not impacted by location (i.e. customer service)

vi. Work is not dependent on specialty equipment, tools, materials and settings that cannot be addressed remotely; and

vii. Work does not depend on frequent handling of secure materials.

b. Employee eligibility

i. The employee must consistently demonstrate work habits that are well-suited to telecommuting, including but not limited to: self-motivation, self-discipline, the ability to work independently, manage distractions, meet deadlines, and a demonstrated record of meeting established performance expectations;

ii. Whether the employee supervises other employees. Employees who supervise represented employees will need to note this in their request to telecommute and may need to obtain additional approval to telecommute from the Human Resources Department;

iii. The employee must have a consistent telecommute location and know who would potentially have access to that location; and

iv. The employee must have the technical capacity to work remotely, including equipment, consistent internet connection, electricity, phone reception, ability to keep sensitive or confidential materials secure, etc.

v. An employee may not be eligible to participate in remote work (subject to management discretion) if:

   1. The employee has received formal discipline or a performance improvement plan during the previous 2 years; or

   2. The employee is currently under investigation for allegations of misconduct; or

   3. The employee has not completed their probationary period.

c. Mutual benefits to Municipality and employee
C. Renewing a TWA
   a. An initial TWA authorizes telecommuting for up to six months.
   b. After the initial six-month period, to remain in effect the TWA must be discussed and renewed at least annually, and/or whenever there is a major change in job duties or job performance.

D. Cancelling a TWA
   a. The TWA may be cancelled by the employee in consultation with the employee’s supervisor.
   b. Management may cancel the agreement and instruct the employee to resume working at the duty location at any time.

8. **ANNUAL REVIEW DATE/LEAD REVIEW AGENCY**
   This policy shall be reviewed as needed by Human Resources.
APPENDIX A – SAMPLE TELECOMMUTING WORK AGREEMENT

<table>
<thead>
<tr>
<th>Employee name:</th>
<th>ID No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department:</td>
<td>Date received by HR:</td>
</tr>
</tbody>
</table>

TELECOMMUTING AGREEMENT

A. This agreement specifies the conditions applicable to an arrangement for performing work at an alternate worksite. The agreement begins on ________________ and continues until ________________. The Municipality reserves the right to alter or terminate this agreement at any time.

1. Days and hours when the employee is normally expected to be in the department are:
   
   Monday from __________ to __________
   Tuesday from __________ to __________
   Wednesday from __________ to __________
   Thursday from __________ to __________
   Friday from __________ to __________
   Saturday from __________ to __________
   Sunday from __________ to __________

2. The address of the remote worksite is ________________.
   
   When at the remote worksite, the employee can be reached by phone at (907) - ________________. Days and hours when the employee will normally work at this alternate worksite are:
   
   Monday from __________ to __________
   Tuesday from __________ to __________
   Wednesday from __________ to __________
   Thursday from __________ to __________
   Friday from __________ to __________
   Saturday from __________ to __________
   Sunday from __________ to __________
3. Additional hours involving overtime at any worksite must be approved in writing and in advance by the supervisor.

☐ Overtime prohibited.

☐ Overtime allowed as follows:

______________________________________________

4. Does this position supervise any represented employees? If so, will working remotely result in any overtime for any represented employees who may be required to fill in for the supervisor? Please explain:

______________________________________________

______________________________________________

______________________________________________

______________________________________________

5. Duties and assignments authorized to be performed at the remote worksite are [SPECIFY: duties (include a description of the work to be accomplished as well as clearly defined performance requirements that are measurable and results oriented)]:

______________________________________________

______________________________________________

______________________________________________

______________________________________________

The supervisor reserves the right to assign work as necessary at any worksite.

6. Recognizing that effective communication is essential for this arrangement to be successful, the following methods and times of communicating are agreed upon [SPECIFY: who (include backup and
emergency contacts), when, how often, during what time frames, how (phone, email, fax, etc.]):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

7. The employee agrees to remain available during designated shift hours, and understands that management retains the right to modify this agreement as a result of business necessity.

8. Regarding space and equipment purchase, set-up, and maintenance, the following is agreed upon [SPECIFY: equipment, software and supplies needed at remote worksite and who is responsible for the cost etc., for each piece of equipment, furniture, phones, etc.]:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

9. The employee agrees to use Municipal-owned equipment, records, and materials solely for purposes of Municipality business, and to protect them against unauthorized or accidental access, use, modification, destruction, or disclosure. The employee agrees to report to the supervisor instances of loss, damage, or unauthorized access at the earliest reasonable opportunity.

Authorized Municipal equipment:
10. Other Considerations, Special Circumstances, or Exceptions to Telecommuting Policy (please explain any other factors that are not addressed above):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

11. The employee understands that all equipment, records, and materials provided by the Municipality shall remain the property of the Municipality. The employee is responsible for protecting Municipal property from damage and unauthorized use.

12. The employee agrees to return to the Municipality all Municipal equipment, records, and materials immediately upon termination of this agreement. All Municipal equipment will be returned to the Municipality by the employee for inspection, repair, replacement, or repossession upon request.

13. The employee agrees that any documents, records, or other work product produced while working remotely is the property of the Municipality.

14. The employee agrees to return to the Municipality all documents or other work product created by the employee upon termination of this agreement.

15. The employee agrees to maintain a safe and secure work environment. The employee shall indemnify, defend, save and hold the Municipality harmless from any claim, lawsuit or liability, including costs and attorney’s fees allegedly arising from loss, damage or injury to persons or property occurring in the course of the employee’s performance under this agreement.

16. The employee agrees to report work-related injuries to the supervisor at the earliest reasonable opportunity, but not later than 10 days after the injury.

17. The employee understands that his/her personal vehicle will not be used for Municipal business unless specifically authorized by the supervisor.
18. The employee understands that, unless explicitly authorized in writing, she/he may not take or have in his/her possession confidential records or confidential work information at a remote worksite. If explicitly authorized in writing, the explicit authorization must include the signature of the Human Resources Director.

19. The employee understands that all obligations, responsibilities, terms and conditions of employment with the Municipality remain unchanged, except those obligations and responsibilities specifically addressed in this agreement. Employee remains obligated to comply with all federal, state and municipal laws, rules, policies, and instructions.

20. The employee understands that she/he is responsible for tax consequences, if any, of this arrangement, and for conformance with local laws, local zoning regulations, or building codes.

21. Employee understands and agrees that she/he has no right to continue to work at the remote worksite, and the Municipality, at its discretion, may alter or terminate the agreement at any time.

I hereby affirm by my signature that I have read this Telecommuting Agreement, and understand and agree to all of its provisions.

___________________________________________  _____ Employee and Date

___________________________________________  _____ Supervisor and Date

___________________________________________  _____ Department Head and Date

___________________________________________  _____ Human Resources Director & Date