

**APPENDIX K**  
**LETTER OF AGREEMENT**  
**between**  
**The State of Alaska**  
**and**  
**ASEA/AFSCME Local 52**  
**representing the**  
**General Government Bargaining Unit**  
**LOA-GG-160**

**Re: Administration of Furloughs**

**RECITALS:**

To establish rules pursuant to which employees in the General Government Bargaining Unit (GGU) will be subject to furlough, the State of Alaska (State) and the Alaska State Employees Association/AFSCME Local 52 (Union), agree as follows:

1. The furlough provisions of 2 AAC 07.407 shall apply to GGU employees covered under the Collective Bargaining Unit (CBA) for fiscal years 2017, 2018 and 2019. However, notwithstanding anything in 2 AAC 07.407 to the contrary, full-time GGU employees shall be subject to 15.0 hours of furlough per fiscal year. During the furlough hours, the employee shall be treated as if in pay status relative to the effect on probationary period, leave accrual, health insurance, holiday pay and merit anniversary dates.
2. An employee who was hired on or before December 31 of a fiscal year shall be required to fulfill the 15.0 hours furlough requirement for that fiscal year. An employee who was hired between January 1 and June 30 of a fiscal year shall be required to fulfill a 7.5 hours furlough requirement during that fiscal year.
3. GGU employees in seasonal positions of less than 12 months duration and part-time employees scheduled for fewer than 30 hours per week will not be subject to the furlough requirement set forth in this Letter of Agreement.

4. Employee requests to schedule furlough hours at the employee's convenience require the prior approval of the supervisor. Such requests shall be given full consideration and, to the extent practicable, approved. However, the parties agree that the final decision with regard to approval or disapproval of any employee request will be based on the supervisor's evaluation of the needs of the job.
5. Supervisors may direct an employee to take a furlough to satisfy the requirement by giving two weeks' notice prior to the scheduled date of the furlough. If the supervisor fails to provide two weeks' notice, the furlough can still be scheduled by mutual consent between the supervisor and the employee. Furloughs scheduled at the supervisor's initiation may not be for more than 7.5 hours in a pay period.
6. Employees may utilize the leave cash-in provision set forth in Article 26.07 of the CBA to offset, in whole or in part, the impact of the furlough. Any employee cash-in made in connection with a furlough shall be subject to all of the existing rules and conditions of Article 26.07.
7. Time taken as furlough hours shall not be considered time worked for the purpose of calculating overtime.
8. It is understood that the furlough provisions of this Letter of Agreement will not be implemented for GGU employees in the event the State enters into a voluntary settlement with any other union with a contract expiring June 30, 2016 and such voluntary settlement does not include provisions that require furloughs of full-time employees for the equivalent of 15.0 hours per fiscal year.

**FOR THE STATE OF ALASKA:**

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 /\*Signature on File\*/

Nancy Sutch, Deputy Director  
 Division of Personnel & Labor Relations  
 Department of Administration

\_\_\_\_\_  
 Date

7/1/16

**FOR ASEA/AFSCME Local 52:**

\_\_\_\_\_  
 /\*Signature on File\*/

James Duncan  
 Executive Director

\_\_\_\_\_  
 Date

7/1/16