

APPENDIX D
LETTER OF AGREEMENT
between the
STATE OF ALASKA
and the
CONFIDENTIAL EMPLOYEES ASSOCIATION

16-KK-191

Re: Administration of Furloughs

RECITALS:

To establish rules pursuant to which employees in the Confidential Employees Association (CEA) will be subject to furlough, the State of Alaska (State) and CEA (Union), agree as follows:

1. The furlough provisions of 2 AAC 07.407 shall apply to CEA 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 CEA 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. Employees working a reduced workweek of 30-37.5 hours shall have their furlough requirement prorated based upon the number of hours the member is regularly scheduled to work.
4. CEA employees in seasonal positions of less than 12 months duration and part time employees working less than 30 hours per week will not be subject to the furlough requirement set forth in this Letter of Agreement.
5. 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.
6. 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 one work day in a pay period.

7. Employees may utilize the leave cash-in provision set forth in Article 8.08 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 8.08.
8. Time taken as furlough hours shall not be considered time worked for the purpose of calculating overtime.
9. No other provisions of the Collective Bargaining Agreement are modified by this Letter of Agreement.
10. It is understood that the furlough provisions of this Letter of Agreement will not be implemented for CEA 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.

Date: _____

/*Signature on File*/
Kate Sheehan, State of Alaska

Date: _____

/*Signature on File*/
Pete Ford, Confidential Employee Association