

LETTER OF AGREEMENT
Between the
TEACHERS' EDUCATION ASSOCIATION - MT. EDGE CUMBE
And the
STATE OF ALASKA

Re: Bi-Weekly Pay
20-TM-022

It is agreed between the parties that the following terms and conditions of employment apply to all employees covered by the Teachers' Education Association – Mt. Edgecumbe (TEAME). No provision of the July 1, 2019 through June 30, 2022 master agreement not specifically referenced herein is modified by this agreement.

The State intends to change from a semi-monthly pay schedule to a biweekly pay schedule for all employees. In implementing a bi-weekly pay schedule, several elements of the current TEAME collective bargaining agreement require modification. As such, those specific terms and conditions affected by the change are revised as follows:

1. Article 2, Negotiations Procedure and Association Security, is amended as such:

Section 5: Dues

Upon receipt by the Employer of a check off authorization dated and executed by the teacher which includes the bargaining unit member's Employee Identification Number, the Employer shall deduct from the teacher's wages the amount of NEA-AK/NEA membership dues or agency fee owed. The Employer will forward the monies so deducted to NEA-AK/NEA together with a list of teachers from whose wages such monies were deducted not later than fifteen (15) working days after deduction. The Employer shall deduct from a teacher's wages only the amount of money which the NEA-AK/NEA has certified in writing is the amount of monthly dues or agency fees. If, for any payroll period in which the Employer is obligated to make deductions pursuant to this section, the wages owed a teacher after mandatory deductions are less than the authorized dues or fees to be deducted pursuant to this Article, the Employer shall withhold the amount from the second bi-weekly ~~semi-monthly~~ pay period of the month.

2. Article 12, Leave, is amended as such:

Section 1: Personal Leave

Teachers are entitled to personal leave with pay that accrues as follows:

~~Two (2) days for each full monthly~~ 7.38 hours (7 hours:23 minutes) per bi-weekly pay period in the case of teachers with less than two (2) years of service (24 days per year);

~~Two and one quarter (2.25) days for each full monthly~~ 8.31 hours (8 hours:19 minutes) per bi-weekly pay period in case of teachers with two (2) but less than five (5) years of service (27 days per year).

~~Two and one half (2.5) days for each full monthly~~ 9.23 hours (9 hours:14 minutes) per bi-weekly pay period in the case of teachers with five (5) or more years of service (30 days per year).

3. Article 13, Salary is amended as such:

Section 4: Pay Procedures

~~As soon as feasible, payday shall be on a bi-weekly basis with direct deposit on Thursday or Friday. The parties agree that when a bi-weekly pay schedule is implemented, it will be done through a Letter of Agreement. Leave accrual and other conditions or benefits calculated based on a semi-monthly pay cycle will be recalculated to reflect conversion to a bi-weekly cycle.~~

Pay warrants will be distributed over a twelve (12) month period to ensure year-round insurance coverage for MEHS teachers. The annual salary will be paid on a ~~semi monthly bi-weekly~~ basis, consisting of ~~twenty-four (24)~~ twenty-six (26) approximately equal payments for the school year. Payday shall be every other Friday, unless the regular payday falls on a holiday, in which case the last working day before said designated holiday shall be considered payday.

The parties recognize that the State Payroll System rounds payroll calculations to four decimal places. Therefore, calculations using rates in the Collective Bargaining Agreement may result in penny rounding differences. The parties accept that these differences do not require further payroll adjustments that would cause the employee to pay back penny rounding differences or for the Employer to add penny rounding differences to an employee's pay.

Section 8: Payroll Deductions

Within thirty (30) days after receipt of written authorization from the teacher, the State shall deduct from the salary of the employee and make appropriate remittance for TEAME, NEA-AK, and NEA dues. Such authorization shall continue in effect from year to year. Pursuant to such authorization, the State shall deduct ~~one tenth (1/10) of such dues from the regular semi monthly from the regular bi-weekly~~ pay warrant of the affected employee ~~each month for the ten (10) months~~ beginning the first pay period in September and ending the first pay period in June of each year. Amounts to be deducted shall be supplied to the State through a schedule established by the Association. Any balance due upon the employee's termination of employment shall be deducted from such individual's final pay warrant.

The employee also reserves the right to authorize the State to deduct the entire amount from any designated pay warrant. Prior authorizations existing on the effective date of this Agreement shall continue in full force and effect into this and successor agreements unless and until revoked in writing by the employee between August 15 and September 15 of any school year. The State shall transmit to the Association the total ~~semi monthly bi-weekly~~ deduction for the professional dues within ten (10) school days following each regular pay period with a listing of the employees for whom the deduction was made.

Deductions for tax sheltered annuities, and retirement or investment programs shall be authorized at the employee's request.

This agreement shall be in effective upon signing. This agreement is entered into solely to address the specific circumstances of this particular situation. It does not establish any practice or precedent between the parties.

FOR THE STATE OF ALASKA:

FOR TEAME:

~~/*Signature on File*/~~

~~/*Signature on File*/~~

Kate Sheehan, Director
Division of Personnel & Labor Relations

Stephen Courtright,
President

Date

Date

24 Sep 2019