



ALASKA STATE EMPLOYEES ASSOCIATION

American Federation of State, County & Municipal Employees Local 52

November 1, 2019

Jared Goecker
Labor Relations Manager
Division of Personnel
Department of Administration
State of Alaska
PO Box 110220
Juneau, AK 99811-0220

Re: Bi-weekly Payroll

Dear Jared:

Thank you for your email on October 29, 2019.

Unfortunately, I do not understand your response to our simple, reasonable, and rational request. I am concerned by your message and want to again highlight ASEA's contract that was recently signed by Commissioner Kelly Tshibaka on August 8, 2019. The CBA that Ms. Tshibaka signed (which runs through June 30, 2022) contains Article 21.07. This article addresses pay schedules, and in particular, how bi-weekly pay *will* be implemented.

Please review Subsection 21.07(A)(1). This subsection contains clear, strong, and direct language. Specifically, it states "[t]he parties agree that when a bi-weekly pay schedule is implemented, it will be done through a Letter of Agreement." Later on in the same subsection it further states, "[t]he parties agree that when a bi-weekly pay schedule is implemented 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 pay cycle."

I want to emphasize that the operative words in this subsection of our contract are in the phrase "Letter of Agreement." These words have meaning. A Letter of Agreement is a negotiated document. The e-mail I received on October 29, 2019 is concerning because it implies the State has no interest in negotiating a Letter or Agreement on a bi-weekly pay schedule. It not only rejects our reasonable proposal to briefly delay implementation but also fails to consider any of our numerous other concerns. Further, your arguments justifying quick implementation ring hollow given the language in Article 21.07(A)(1) has been in the contract for almost ten years permitting the State to work with ASEA and implement a bi-weekly payroll at any time during that period. In sum, it would appear that, based on your e-mail, you are unfamiliar with Article 21.07(A)(1) as well as the State's obligation to negotiate and reach agreement before implementing a bi-weekly payroll system.



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To be blunt, absent a *negotiated* Letter of Agreement, the State does not have the authority to impose a bi-weekly pay schedule on GGU members in December or any other time for that matter. Further, ASEA is not interested in engaging in sham negotiations, and consider any further attempts to dictate this process to us to be in bad faith.

ASEA hopes the State will review the contract it signed and agreed to in August. We also hope the SOA will engage in the negotiation process intended by Article 21.07(A)(1) and that we can reach agreement that satisfies both sides. Please let me know if you are truly interested in negotiating a Letter of Agreement on this issue. If you are, my staff is ready to meet with the State during November, both here and in Juneau. I suggest we set dates for each week of the month.

Sincerely,



Jake Metcalfe
Executive Director