

COMMISSIONER'S INACCURATE COMMUNICATIONS TO LEGISLATORS:

The following communications provided Legislators with inaccurate and/or misleading information which resulted in their not taking up the ACOA Arbitration decision this session. That, in turn, allowed the Administration to claim that the monetary terms of the contract were 'void' and that negotiations needed to start completely over, from scratch.

- The Transmittal Letter from Commissioner Kreitzer to the Legislature states, "Pursuant to AS 23.40.215 the monetary terms of that agreement must be submitted to the Legislature for **approval through appropriation or disapproval by resolution** within 60 day of receipt of this report."

That particular passage is now being referred to as a "typo" by Commissioner Kreitzer. This passage sent the message to Legislators that they didn't need to take action on the ACOA arbitration.

- That same Transmittal Letter from Commissioner Kreitzer to the Legislature also stated that, "The interest arbitration is being **reviewed for legal sufficiency.**"

That passage indicates that there is some undefined legal issue with the arbitration, which is not true. We were told that the Arbitration decision was referred to the Department of Law. Apparently the Administration was told that the Arbitration decision was valid, which led to the "Communications" on this page. This statement added to the notion that the Arbitration decision was not "ripe" for funding.

- Commissioner Kreitzer states that she submitted two budget amendments for consideration by the Legislature for funding the Arbitration decision.

The first budget amendment states that, "The appropriation made in (a) of this section [the funding for the contract] **is contingent on the ratification of the collective bargaining unit agreement by the membership** of the Alaska Correctional Officers Association."

That isn't true. The contract went through the binding arbitration process. The membership of the Association is bound by the terms of the Arbitrator's decision as outlined in AS 23.40.200. In this case, the State simply chose not to abide by the terms.

- The second budget amendment submitted by Commissioner Kreitzer added additional language which stated that, "The appropriation made in (a) of this section **is conditional upon the occurrence of the earlier** of
(1) **the final resolution of any dispute or legal action regarding the interest arbitration opinion** dated March 19, 2009, for the Alaska Correctional Officers Association Collective Bargaining Unit; or

(2) **the date of an agreement of the parties to modify the opinion described in (1) of this subsection, following ratification by the membership** of the Alaska Correctional Officers Association bargaining unit if required by the Alaska Correctional Officers Association."

All three of the bolded passages above are not true. First, the only 'conditional' aspect of the contract is that the terms are 'conditional' upon consideration of funding by the Legislature.

For a second time, Commissioner Kreitzer makes reference to a non-existent legal dispute that has to be resolved before funding can be considered. There is no legal dispute about the validity of the Arbitration.

Commissioner Kreitzer again makes reference to the need for the membership to ratify the agreement. This was an arbitrated decision; there is no ratification, the decision is binding.