

November 23, 2009

Osceola County Attorney Bob Hansen  
**Hand Delivered**  
Osceola County Courthouse  
Sibley, IA

Dear Mr. Hansen,

I am in receipt of your letter dated November 20, 2009. As I initiated this inquiry and limited it to yourself, my fellow Osceola County Compensation board (Comp board) members and the Auditor (for distribution purposes), I am not sure why you took the liberty to forward it to eight other parties in county government and a union representative. Doesn't routine professional courtesy normally require that you first request permission to expand your reply beyond those I initiated?

Though I never requested instruction in this code, I still do appreciate what you volunteered for all compensation board members to read. I was particularly concerned last year with the ignorance on this matter expressed by one of our fellow members, Harold Dawson, with his questioning of a member of the public who offered testimony. As my fellow Comp board members may recall, Mr. Dawson kept trying to use his experience as a negotiator for public employee unions to restrict the governing authority of our body. He asked our guest several times if the guest would be surprised to learn that arbitrators in union negotiations would throw out comparables with counties in southern Iowa. Board member Dawson went so far as to challenge our guest as to what authority he was using to compare to these other Iowa counties.

To that end, I am hopeful that board member Dawson will have read your letter before tonight's meeting to receive the answer to the question he raised with our witness last year. We do have the authority, as you point out in your letter, to compare to salaries of comparable officers of **this State** (note, not limited to NW Iowa as Mr. Dawson was insisting), **other States, private enterprise, and the Federal Government**. I agree, the code does further include more specific language regarding comparables to the Sheriff's office. (The irony in all of this was that Mr. Dawson later publicly challenged me as to what "agenda" I had going on in questioning the proposed high wages.)

Then you wrote, "The Compensation Board is to prepare a compensation schedule for the elected county officers and then present that schedule to the Board of Supervisors. {Paragraph} Nowhere in Section 331.907 of the Iowa Code is there a reference to the issue raised in Mr. Braaksma's letter." My question was not raised within the confines of the code section 331.907 and, more so, your reminder of Chairman Koster's explanation of last year is irrelevant to the question posed in my letter, as the Chairman never mentioned comparables affected by union contracts. Clearly, my question is being raised in response to Auditor Echter's statement, "the Sheriff will need an increase due to the union contract." Can somebody in county government demonstrate this to be true to the Compensation Board, or at least to me as a Board member?

I am disturbed that you needed to pass off my inquiry for legal review to the representative of the public employee union. He is not an attorney nor does he speak on behalf of Osceola County. I serve on this County board and I was seeking input from you, as our county's attorney. Bringing a union representative into the discussion coupled with your hasty conclusion that if the county does not pay an increase in wages to the Sheriff this would result in a lawsuit, one that we'd lose appears almost coercive.

This would be like me securing a legal opinion from the National Right to Work legal staff and trying to use it to pressure the Osceola County Compensation Board to the opposite view.

Can you not identify the highest paid non "exempt" deputy (who it appears would be classified as the Lieutenant) and divide his annual **base salary** for 2010-2011 (as set by the contract) by 85%, providing us an indication of what Sheriff Weber may now receive under Iowa Code 331.904? Such deputy's overtime pay, shift differential pay, longevity pay, etc. would not enter into this calculation, correct? However, why not provide us this base salary figure and a thorough legal review, as opposed to a letter from the less than objective union representative?

Yet more concerning, in the same section of Iowa Code 20 you partially cited, we also find section 20.28. It reads,

**20.28 INCONSISTENT STATUTES -- EFFECT.**

**A provision of the Code which is inconsistent with any term or condition of a collective bargaining agreement which is made final under this chapter shall supersede the term or condition of the collective bargaining agreement** unless otherwise provided by the general assembly. A provision of a proposed collective bargaining agreement negotiated according to this chapter which conflicts with the Code shall not become a provision of the final collective bargaining agreement until the general assembly has amended the Code to remove the conflict.

Your letter failed to address this code, while asserting your understanding that the county would lose in some lawsuit. But doesn't this code say that if the Sheriff doesn't receive a pay raise, this senior "non-exempt" deputy's base salary then may rise to 90% of the Sheriff's salary under this union contract, and would thus be in violation of Iowa Code 331.904? In that event, would the union contract need to be rolled back to conform to this Iowa law? It looks like it to me.

My inquiry seemed so simple. Though instructive in some points your reply, overall, seemed less than helpful.

Personally, I am going to suggest to my fellow board members that we either treat all elected officials in Osceola County alike or we vote to table this meeting and request the Supervisors fund the employment of an attorney who can, on the Comp board's behalf, provide what I was hoping you could have provided.

Sincerely,

George Braaksma  
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cc: Osceola County Compensation Board Members