

OFFICE OF THE
OSCEOLA COUNTY ATTORNEY

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November 20, 2009

Mr. George Braaksma, Jr.
Osceola County Compensation Board
Osceola County Board of Supervisors

Dear Mr. Braaksma, Compensation Board Members, and Supervisors:

I am sending with this letter, copies of the following: (1) a letter from George Braaksma dated November 18, 2009; (2) a letter from Preston DeBoer, dated November 19, 2009; (3) the two (2) page wage schedule from the current union contract; and (4) the 2010 County Salary Survey. Please note that in my letter and the letter from Preston DeBoer, there are citations to the Iowa Code which I believe are readily accessible on the internet.

Since Mr. Braaksma's letter is sent as a member of the County Compensation Board, and in Paragraph No. 4, indicates that he would like to have a better understanding of the legal issues regarding his questions, I believe that I should first set out the legal issues relating to the responsibilities of those giving their time to serve on the Compensation Board. Iowa Code Section 331.907 sets out those responsibilities. Simply put, it is the responsibility of the Compensation Board to review the compensation paid to comparable officers in other counties of this State, other States, private enterprise, and the Federal Government. Further, in setting the salary of the Sheriff, the Board is to consider setting the Sheriff's salary so that it is comparable to the salaries paid to professional law enforcement administrators and command officers of the State Patrol, the Division of Criminal Investigation, and City Police agencies in this State. The Compensation Board is to prepare a compensation schedule for the elected county officers and then present that schedule to the Board of Supervisors.

Nowhere in Section 331.907 of the Iowa Code is there a reference to the issue raised in Mr. Braaksma's letter. You may recall, that at the last compensation board meeting, Dr. Kusters gave a very good explanation of the limited number of factors that the board is to consider.

In addition to the Code Sections cited by Preston DeBoer in his letter, I would refer you specifically to Iowa Code Sections 20.17(6) and 20.22(9). The first Code Section indicates that a collective bargaining agreement is not valid or enforceable if it is inconsistent with any statutory limitations on the county's funds, spending or budget, or if it would substantially impair or limit the performance of any statutory duty by the employer. The second Code Section refers to the factors that an arbitrator is to consider in determining contested issues between an employer and union in binding arbitration. Those factors include past bargaining contracts between the parties, a comparison of wages, and the power of the public employer to levy taxes

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and appropriate funds for the conduct of its operations. I believe that this means that the arbitrator must consider a comparable wage and the county's ability to pay these wages from existing fund balances or the ability to levy taxes to pay the wages. In other words, an arbitrator cannot award wages and benefits that would impose an obligation on the county that would violate statutory limitations to public funds or that would be above any amount that the county could levy.

It is my understanding that the funds to pay an increase in wages to the Sheriff and his deputies are available. If this is true, then a refusal to pay them would result in a lawsuit that I believe the County would lose.

I hope that this information is of assistance to you, and I further hope that the compensation board meeting will be one that is related to the responsibilities set out in Iowa Code Section 331.907.

Sincerely,

Robert E. Hansen

Robert E. Hansen

REH:mg

cc: Doug Weber
Linda Carter
Barb Echter
Arlene Kuehl
Preston DeBoer
