

SUPREME COURT OF SOUTH DAKOTA

Spearfish Education Ass'n v. Spearfish School District 40-2

780 N.W.2d 481 (S.D. 2010), 2010 SD 26 · No. No. 25243 · Decided March 17, 2010

SUMMARY

The Supreme Court of South Dakota held that a school district committed a grievable offense by failing to apply the salary schedule contained in its implemented last offer to all teachers in the bargaining unit. The court concluded that SDCL 3-18-8.2 did not permit the district to deviate from the last-offer salary schedule for individual teachers based on more favorable terms in their interim contracts. The court reversed the circuit court and remanded for further proceedings concerning the appropriate remedy.

CASE DETAILS

COURT	Supreme Court of South Dakota
WRITING FOR THE COURT	Meierhenry, Justice; Gilbertson, Chief Justice; Konenkamp, Justice; Severson, Justice; Zinter, Justice
JURISDICTION	South Dakota
DECIDED	March 17, 2010
DOCKET	No. 25243
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	The Association appealed from a circuit court judgment reversing a Department of Labor determination that the School District committed a grievable offense.
PRECEDENTIAL VALUE	Published precedential opinion of the Supreme Court of South Dakota; majority opinion with a special concurrence and dissent.
PARTIES	Spearfish Education Association v. Spearfish School District #40-2, Board of Education

TOPICS

labor law employment law statutory interpretation administrative law

PRACTICE AREAS

labor law employment law administrative law statutory interpretation

QUESTIONS PRESENTED

1. Whether the District committed a grievable offense by failing to apply its implemented last offer and salary schedule uniformly to all teachers in the bargaining unit.
2. What remedy was appropriate after determining that the District committed a grievable offense.

HOLDINGS

1. The District committed a grievable offense because SDCL 3-18-8.2 required it to implement the provisions of its last offer, including the Article X salary schedule, uniformly for all teachers in the bargaining unit; the statute did not authorize the District to deviate from that schedule for selected teachers.
2. The matter must be remanded for the circuit court to fashion an appropriate sanction or remedy because the circuit court had reversed the Department of Labor without addressing the proper remedy.

KEY QUOTATIONS

“The implemented last offer's salary schedule for 2006-07 bound all teachers, including newly hired teachers, regardless of the effect on their pay.” (489-490)

“We hold that the District's action constituted a grievable offense because SDCL 3-18-8.2 does not authorize the District to deviate from the salary schedule in its last offer for certain teachers in the bargaining unit.” (490)

FACTUAL BACKGROUND

The Spearfish Education Association represented teachers in negotiations with the School District. After the parties reached an impasse over a 2006-07 collective bargaining agreement, the District implemented its last offer under SDCL 3-18-8.2, including a new salary schedule. Seven of fifteen teachers hired during negotiations would have received lower salaries under the new schedule than under their individual contracts based on the prior year's schedule, so the District unilaterally declined to apply the new schedule to those seven teachers.

PROCEDURAL HISTORY

The Association filed a grievance with the South Dakota Department of Labor alleging that the District inequitably applied the 2006-07 salary schedule by declining to apply it to seven newly hired teachers. The Department of Labor found a grievable offense and ordered a remedy. The circuit court reversed the Department's decision. The Supreme Court of South Dakota reversed the circuit court and remanded for an appropriate remedy.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

The circuit court must fashion an appropriate sanction or remedy consistent with the determination that the District committed a grievable offense. A prospective remedy preserving the integrity of the salary schedule without retroactively reducing the affected teachers' salaries could be considered.

CASES CITED

- J.I. Case Co. v. NLRB, 321 U.S. 332, 64 S. Ct. 576, 88 L. Ed. 762 (1944)
- Council of Higher Educ. v. S.D. Bd. of Regents, 2002 SD 55, 645 N.W.2d 240
- Wessington Springs Educ. Ass'n v. Wessington Springs Sch. Dist. #36-2, 467 N.W.2d 101 (S.D. 1991)
- Wiersma v. Maple Leaf Farms, 1996 SD 16, 543 N.W.2d 787
- Whalen v. Whalen, 490 N.W.2d 276 (S.D. 1992)
- Collins v. City of Manchester, 147 N.H. 701, 797 A.2d 132 (2002)
- Caldwell v. American Basketball Ass'n, 66 F.3d 523 (2d Cir. 1995)
- Brown v. Pro Football, Inc., 50 F.3d 1041 (D.C. Cir. 1995)
- Wood v. National Basketball Ass'n, 809 F.2d 954 (2d Cir. 1987)
- West Hartford Ed. Ass'n, Inc. v. DeCourcy, 162 Conn. 566, 295 A.2d 526 (1972)
- Melanson v. United Air Lines, Inc., 931 F.2d 558 (9th Cir. 1991)
- Niesent v. Homestake Mining Co. of CA, 505 N.W.2d 781 (S.D. 1993)
- Order of R.R. Telegraphers v. Railway Express Agency, 321 U.S. 342, 64 S. Ct. 582, 88 L. Ed. 788 (1944)
- Cox v. Sioux Falls Sch. Dist. 49-5, 514 N.W.2d 868 (S.D. 1994)
- Gettysburg Sch. Dist. No. 53-1 v. Larson, 2001 SD 91, 631 N.W.2d 196
- Sisseton Educ. Ass'n v. Sisseton Sch. Dist. No. 54-8, 516 N.W.2d 301 (S.D. 1994)
- Caterpillar Inc. v. Williams, 482 U.S. 386, 107 S. Ct. 2425, 96 L. Ed. 2d 318 (1987)

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