

SOUTH DAKOTA SUPREME COURT

Gettysburg School District 53-1 v. Catherine H. Larson

Gettysburg School v. Larson, 2001 SD 91 (2001) · No. #21750 · Decided July 11, 2001

SUMMARY

The South Dakota Supreme Court held that Gettysburg School District was bound by the reduction-in-force policy incorporated into its collective bargaining agreement with the teachers’ association. The court affirmed the Department of Labor’s determination that seniority was measured by total length of service, rather than continuous service, and that the district improperly released Catherine Larson. The court also held that the Department of Labor had authority to order Larson’s reinstatement.

CASE DETAILS

COURT	South Dakota Supreme Court
WRITING FOR THE COURT	Konenkamp, Justice; Miller, Chief Justice; Sabers, Justice; Amundson, Justice; Gilbertson, Justice
JURISDICTION	South Dakota
DECIDED	July 11, 2001
DOCKET	#21750
DISPOSITION	affirmed
PROCEDURAL POSTURE	The school district appealed the circuit court's affirmance of a South Dakota Department of Labor decision that found the district violated its reduction-in-force policy and ordered Larson's reinstatement.
STANDARD OF REVIEW	Under SDCL 1-26-36, the Supreme Court applies the same standard as the circuit court without presuming the circuit court's decision correct. Agency factual findings are not overturned absent clear error, while conclusions of law are fully reviewable; interpretation of the collective bargaining agreement as a legal issue is reviewed de novo.
PRECEDENTIAL VALUE	Published South Dakota Supreme Court opinion; precedential.
PARTIES	Gettysburg School District 53-1 v. Catherine H. Larson

TOPICS

- employment contracts
- collective bargaining
- administrative law
- judicial review of agency action
- remedies

PRACTICE AREAS

employment law

administrative law

labor law

contracts

remedies

QUESTIONS PRESENTED

1. Whether the school district was bound by the reduction-in-force policy in its collective bargaining agreement when it released Larson under that policy.
2. Whether the agreement's reference to seniority based on length of service required the district to count Larson's prior substitute, summer-school, and other service rather than only continuous service.
3. Whether the Department of Labor had jurisdiction to hear Larson's grievance concerning interpretation and application of the collective bargaining agreement.
4. Whether the Department of Labor had authority to order reinstatement of a nontenured teacher improperly released under the reduction-in-force policy.

HOLDINGS

1. A school district that releases a teacher under a reduction-in-force policy incorporated into a collective bargaining agreement must comply with the policy's terms.
2. The agreement's unqualified reference to seniority measured by length of service requires consideration of service within the school system and does not permit the district to substitute a continuous-length-of-service requirement that the agreement does not contain.
3. The Department of Labor had jurisdiction to hear Larson's challenge because it concerned the application or interpretation of a collective bargaining agreement and therefore constituted a statutory public-employee grievance.
4. The Department of Labor had authority under SDCL 3-18-15.2 to order reinstatement of Larson as the remedy for her improper release under the reduction-in-force policy, although reinstatement could not confer tenure or continuing-contract status.

KEY QUOTATIONS

“By acting under the RIF policy, the district must abide by its terms.” (§10)

“The contract requires that a reduction in force be determined by length of service, not continuous length of service.” (§14)

FACTUAL BACKGROUND

Because of budget constraints, the Gettysburg School Board adopted a reduction in force affecting one certified elementary teacher. Under the collective bargaining agreement, the district was required to use specified procedures and determine the order of release by length of service when other factors did not resolve the selection. The district released Catherine Larson rather than Bryan Zahn after counting Zahn's three continuous years of full-time teaching but disregarding Larson's earlier substitute teaching, summer-school service, and prior full-time service. The Department of Labor concluded that the agreement required consideration of Larson's total length of service and ordered her reinstatement.

PROCEDURAL HISTORY

After the school board released Larson under its collective-bargaining-agreement reduction-in-force policy, Larson pursued the contractual grievance process and appealed to the Department of Labor. The Department ruled that the policy was binding, interpreted seniority as total length of service rather than continuous service, and ordered reinstatement. The circuit court affirmed, and the South Dakota Supreme Court affirmed the circuit court.

DISPOSITION

affirmed

CASES CITED

- Cheyenne River Sioux Tribe Tel. Auth. v. Public Utilities Comm'n, 1999 SD 60, ¶12, 595 N.W.2d 604, 608
- Appeal of Templeton, 403 N.W.2d 398, 399 (S.D. 1987)
- Sisseton Education Ass'n v. Sisseton School District, 516 N.W.2d 301, 302 (S.D. 1994)
- Wessington Springs Educ. Ass'n v. Wessington Springs School Dist., No. 36-2, 467 N.W.2d 101, 104 (S.D. 1991)
- AFSCME Local 1922 v. State, 444 N.W.2d 10, 12 (S.D. 1989)
- Mackey v. Newell-Providence Community School District, 483 N.W.2d 5, 8 (Iowa Ct. App. 1992)
- Dykeman v. Board of Education of District of Coleridge, 316 N.W.2d 69, 70 (Neb. 1982)
- Kransdorf v. Board of Education of Northport-East Northport Union Free School, 613 N.E.2d 537, 538-39 (N.Y. 1993)
- Grand State Property, Inc. v. Woods, Fuller, Shultz & Smith, 1996 SD 139, ¶19, 556 N.W.2d 84, 88
- Fries v. Wessington School District No. 2-4, 307 N.W.2d 875, 877, 879 (S.D. 1981)
- Jensen v. Bonesteel-Fairfax School District No. 26-5, 473 N.W.2d 467, 470 (S.D. 1991)
- Zoss v. Dakota Truck Underwriters, 1998 SD 23, ¶4, 575 N.W.2d 258, 260
- Murphy v. Pierre Independent School District No. 30-2, 403 N.W.2d 418, 418-20 (S.D. 1987)