

SUPREME COURT OF SOUTH DAKOTA

Webster Education Association v. Webster School District # 18-4 and Board of Education

631 N.W.2d 202 (S.D. 2001) · No. No. 21687 · Decided July 18, 2001

SUMMARY

The Supreme Court of South Dakota held that a school district's reduction-in-force and teacher-recall policy was subject to mandatory negotiation under SDCL 3-18-3. The court distinguished between the district's managerial discretion to decide whether to reduce staff or recall teachers and the negotiable procedures governing how those decisions are implemented. The court affirmed the Department of Labor's decision and the circuit court's judgment.

CASE DETAILS

COURT	Supreme Court of South Dakota
WRITING FOR THE COURT	Amundson, Justice; Miller, Chief Justice; Gilbertson, Justice; KonenKamp, Justice; Rusch, Circuit Judge, sitting for Sabers, Justice
JURISDICTION	South Dakota
DECIDED	July 18, 2001
DOCKET	No. 21687
DISPOSITION	affirmed
PROCEDURAL POSTURE	The school district appealed the South Dakota Department of Labor's decision requiring it to negotiate its reduction-in-force and recall policy with the teachers' association. The circuit court affirmed the Department's decision, and the district appealed to the South Dakota Supreme Court.
STANDARD OF REVIEW	Because the parties stipulated to the facts, the issues were solely legal and were reviewed de novo. Agency factual findings are reviewed under SDCL 15-6-52(a) and may not be set aside unless clearly erroneous.
PRECEDENTIAL VALUE	Published opinion; precedential
PARTIES	Webster School District # 18-4, Board of Education v. Webster Education Association

TOPICS

collective bargaining

unfair labor practices

labor law

administrative law

municipal law

PRACTICE AREAS

labor law

administrative law

municipal law

employment law

QUESTIONS PRESENTED

1. Whether the reduction-in-force and recall policy is a mandatory subject of negotiation as an 'other condition of employment' under SDCL 3-18-3.
2. Whether SDCL 13-10-11 and SDCL 13-43-6.4 preempt collective bargaining over the reduction-in-force and recall policy.
3. Whether mandatory negotiation over the policy significantly interferes with the school district's inherent managerial prerogatives.

HOLDINGS

1. The reduction-in-force and recall policy is a mandatory subject of collective bargaining under SDCL 3-18-3 because it intimately and directly affects the work and welfare of public employees, is not preempted by statute or regulation, and does not significantly interfere with the school district's inherent managerial prerogatives.
2. The school district retains exclusive managerial discretion to decide when to implement its reduction-in-force and recall policy, but the procedures specified in that policy are subject to mandatory negotiation.

KEY QUOTATIONS

“The District has the exclusive managerial discretion to make decisions as to when to implement its RIF and Recall Policy, but once the District exercises such discretion, the procedure laid out in the RIF and Recall Policy is subject to mandatory negotiation.” (631 N.W.2d at 205-206)

“Because the RIF and Recall Policy is procedural or mechanical in nature, it does not circumscribe the District's inherent governmental prerogatives.” (631 N.W.2d at 206)

FACTUAL BACKGROUND

The Webster Education Association and Webster School District negotiated for the 1998-1999 school year but reached impasse on May 27, 1998. The district implemented its last best offer on September 28, 1998, removing the previously negotiated reduction-in-force and recall policy and making it a non-negotiated board policy. The Department of Labor found that the district committed unfair labor practices by removing and unilaterally modifying the policy.

PROCEDURAL HISTORY

After collective-bargaining negotiations reached impasse, the district implemented its last best offer and removed the existing reduction-in-force and recall policy from the negotiated agreement. The Webster Education

Association filed an unfair labor practices complaint with the Department of Labor, which found that the district had unlawfully removed and unilaterally modified the policy. The circuit court affirmed the Department's decision, and the Supreme Court affirmed.

DISPOSITION

affirmed

CASES CITED

- Sisseton Educ. Ass'n v. Sisseton Sch. Dist., 516 N.W.2d 301 (S.D. 1994)
- Oberle v. City of Aberdeen, 470 N.W.2d 238, 246 (S.D. 1991)
- Rapid City Educ. Ass'n v. Rapid City Sch. Dist. No. 51-4, 376 N.W.2d 562, 564 (S.D. 1985)
- In re Local 195, IFPTE, AFL-CIO v. State, 88 N.J. 393, 443 A.2d 187 (1982)
- Township of Old Bridge Bd. of Educ. v. Old Bridge Educ. Ass'n, 98 N.J. 523, 489 A.2d 159, 162 (1985)
- Thompson v. Unified Sch. Dist. No. 259, Wichita, 16 Kan. App. 2d 42, 819 P.2d 1236, 1239 (1991)

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