

SUPREME COURT OF OHIO

State ex rel. Boggs v. Springfield Local School District Board of Education

93 Ohio St. 3d 558 (Ohio 2001) · Decided November 14, 2001

SUMMARY

The Ohio Supreme Court held that school bus drivers and mechanics were entitled to reinstatement as continuing-contract school board employees after the board improperly abolished their positions and contracted out transportation services. The court ordered reinstatement of nonretired relators to bus-driver positions and awarded certain relators back pay for reduced work hours and lost School Employees Retirement System contributions. The court otherwise affirmed the judgment below.

CASE DETAILS

COURT	Supreme Court of Ohio
WRITING FOR THE COURT	Per Curiam; Moyer, C.J.; Douglas, J.; Resnick, J.; F.E. Sweeney, J.; Pfeifer, J.; Lundberg Stratton, J.
JURISDICTION	Ohio
DECIDED	November 14, 2001
DISPOSITION	writ_granted
PROCEDURAL POSTURE	Appeal by the school board and cross-appeal by relators from a Summit County Court of Appeals judgment granting mandamus relief in part after remand from the Supreme Court of Ohio.
STANDARD OF REVIEW	De novo review of the legal entitlement to mandamus relief and review of whether the lower court complied with the Supreme Court's prior mandate; the court also reviewed the legal sufficiency and certainty of the claimed back pay and benefits.
PRECEDENTIAL VALUE	Published opinion of the Supreme Court of Ohio; binding statewide precedent.
PARTIES	Springfield Local School District Board of Education v. State ex rel. Boggs, Twenty-two school bus drivers and mechanics, including Brannon, Coomer, Halman, and Gresens

TOPICS

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QUESTIONS PRESENTED

1. Whether the court of appeals properly ordered the board only to offer reinstatement rather than to reinstate the relators to their positions as bus drivers.
2. Whether the board could abolish the bus-driver positions and effectively lay off nonteaching employees while retaining the same work and assigning it to a private contractor.
3. Whether the superintendent could use statutory assignment authority to reassign continuing-contract bus drivers to a different classification and thereby modify their written contracts.
4. Whether Brannon, Coomer, and Halman established with sufficient certainty their entitlement to back pay for reduced work hours and to lost SERS contributions.
5. Whether the relators were entitled to the higher hourly wages paid by Laidlaw in calculating back pay.

HOLDINGS

1. Because the prior decision held that the relators were entitled to the mandamus relief requested, the court of appeals was required to order actual reinstatement of eligible relators to their bus-driver positions, not merely an offer of reinstatement.
2. In the absence of a collective bargaining agreement authorizing the action, R.C. 3319.081 prohibited the board from abolishing the relators' nonteaching positions and laying them off while retaining the same work and assigning it to private employees.
3. A superintendent's authority to assign nonteaching employees under R.C. 3319.01 does not include authority to unilaterally modify a written continuing-employment contract by changing the employee's classification.
4. A wrongfully excluded public employee may recover back pay and related benefits in a mandamus action when the amount can be calculated with reasonable certainty; a definitive dollar figure at the time of judgment is unnecessary if the amount will be readily ascertainable upon reinstatement.
5. The relators were entitled to back pay for the two work hours per day lost after their reassignment, calculated using the board's applicable current hourly rate, but they were not entitled to the higher hourly rates paid by Laidlaw.
6. Brannon, Coomer, and Halman were entitled to the board's SERS contributions attributable to the recoverable gross wages because the contribution rate and the applicable wages were readily ascertainable.

KEY QUOTATIONS

“nothing in R.C. 3319.081 or any other statutory provision authorizes layoffs of nonteaching local school district personnel” (561)

“in the absence of a collective bargaining agreement, R.C. 3319.081 prohibits a school district’s board of education from abolishing positions and laying off nonteaching personnel.” (561)

“Therefore, we reverse that portion of the court of appeals’ judgment ordering that the board offer relators who have not retired reinstatement as bus drivers for the board and order the board to reinstate those relators to the bus driver positions with the board.” (563)

“The amount of back pay to which relators Brannon, Coomer, and Halman are entitled was established with the requisite certainty.” (565)

FACTUAL BACKGROUND

The relators were nonteaching school district employees covered by continuing or other employment contracts. After the collective bargaining agreement expired, the school board abolished the bus-driver and mechanic classifications and contracted with Laidlaw Transit to perform the same transportation work. When the relators sought reinstatement, the board assigned four of them to a newly created general public employee position with fewer hours and lower pay, while other relators retired or resigned. The board’s actions resulted in reduced work hours and disputed lost wages and State Teachers Retirement System contributions for Brannon, Coomer, and Halman.

PROCEDURAL HISTORY

The relators sought mandamus to compel reinstatement as school bus drivers, recognition of continuing contracts, and back pay after the school board abolished bus-driver and mechanic positions and contracted with Laidlaw Transit. In *Boggs I*, the Supreme Court reversed dismissal based on matters outside the complaint. In *Boggs II*, it held that the relators were entitled to mandamus relief and remanded for application of that ruling and calculation of back pay. On the second remand, the court of appeals ordered the board to offer reinstatement but denied lost wages and benefits; the Supreme Court affirmed in part, reversed in part, ordered actual reinstatement, and awarded specified back pay and benefits.

DISPOSITION

writ_granted

REMAND INSTRUCTIONS

The board must reinstate all relators who have not retired to continuing-contract bus-driver positions and award Brannon, Coomer, and Halman back pay for the two reduced work hours per school day, plus the corresponding SERS contributions, from April 12, 1999, until reinstatement. The judgment of the court of appeals is affirmed in all other respects.

CASES CITED

- State ex rel. *Boggs v. Springfield Local School Dist. Bd. of Edn.*, 72 Ohio St. 3d 94, 647 N.E.2d 788 (1995)

- State ex rel. Boggs v. Springfield Local School Dist. Bd. of Edn., 82 Ohio St. 3d 222, 694 N.E.2d 1346 (1998)
- State ex rel. Ohio Assn. of Pub. School Emp./AFSCME, Local 4, AFL-CIO v. Batavia Local School Dist. Bd. of Edn., 89 Ohio St. 3d 191, 729 N.E.2d 743 (2000)
- State ex rel. Fenton v. Department of Human Services, 87 Ohio App. 3d 284, 622 N.E.2d 18 (1993)
- State ex rel. Sharif v. McDonnell, 91 Ohio St. 3d 46, 741 N.E.2d 127 (2001)
- State ex rel. Crandall, Pheils & Wisniewski v. DeCessna, 73 Ohio St. 3d 180, 652 N.E.2d 742 (1995)
- State ex rel. Schneider v. N. Olmsted City School Dist. Bd. of Edn., 65 Ohio St. 3d 348, 603 N.E.2d 1024 (1992)
- Monaghan v. Richley, 32 Ohio St. 2d 190, 291 N.E.2d 462 (1972)
- State ex rel. Baran v. Fuerst, 65 Ohio St. 3d 413, 604 N.E.2d 750 (1992)
- State ex rel. Hamlin v. Collins, 9 Ohio St. 3d 117, 459 N.E.2d 520 (1984)
- State ex rel. Brettrager v. Newburgh Hts., 89 Ohio St. 3d 272, 730 N.E.2d 981 (2000)
- State ex rel. Besser v. Ohio State Univ., 87 Ohio St. 3d 535, 721 N.E.2d 1044 (2000)
- Ferdinand v. Hamilton Local Bd. of Edn., 17 Ohio App. 3d 165, 478 N.E.2d 835 (1984)
- State ex rel. Cutler v. Pike Cty. Joint Area Vocational School Dist., 6 Ohio St. 3d 138, 451 N.E.2d 800 (1983)