

Chapter

VI

SD ASSOCIATION OF COUNTY HIGHWAY SUPERINTENDENTS

Certification Manual



County Officer and Employee Liability, Benefits and Restrictions

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Liability of the County and the County Board

The question of the liability of a county and its governing body acting as an agent of the state has been the subject of extensive litigation, and the South Dakota Supreme Court has laid down rules which give some degree of clarity to the subject. The county board is not liable for damages in the performance of governmental functions caused by neglect to perform such duties consisting of acts of omission only, unless such cause of action is expressly given by statute (*Plumbing Supply Co. v. Board of Education* 32 SD 270, 142 NW 1131 (1913)).

In another case the court reaffirmed this general rule when it states that no action lies against a county to recover for negligence of its officers, agents or employees in absence of a statute imposing such liability (*Arms v. K*] County, 69 SD 164, 7 NW 2d 722 (1943)).

Counties are quasi-corporations created for governmental purposes and as such are a part of the state. They are liable for damages only expressly given by statute and are immune from any liability or action under the common law. (AGR 1953-54, pp. 288-289)

Establishment of a Liability Insurance Pool and Insurance

The 1986 state legislature established a public entity pool for liability insurance for counties and all other governmental entities. Statutes involved are in SDCL 3-22-1 and 2 (partial). Sovereign immunity and insurance can be found in SDCL 7-18-8 and 21-32A.1.

3-22-1. Public entity pool for liability established--Coverage provided--Effect on certain claims and defenses. There is hereby established the South Dakota public entity pool for liability effective March 1, 1987. PEPL shall provide defense and liability coverage for any state entity or employee as provided for within the coverage document issued by PEPL. Nothing in this chapter may be construed to require payment of a particular claim or class of claims, to create any cause of action, nor to waive or limit any immunity or legal defense otherwise available to any covered claim. Punitive damages may not be recovered pursuant to this chapter. No claim for indemnity or contribution by the United States, arising directly or indirectly from the acts or omissions of the South Dakota National Guard, its agents, officers, members, or employees, which is cognizable under the Federal Tort Claims Act may be prosecuted under this chapter.

Source: SL 1986, ch 413, § 1; SL 1993, ch 46; SL 2010, ch 24, §1.

Notes of Decision:

Award of attorney's fees

After a jury awarded a pretrial detainee damages in her 42 U.S.C.S. § 1983 action against a correctional officer trainee, the Lawrence v. Westerhaus factors weighed in favor of a lower percentage of the damages being used to satisfy the attorneys' fees under 42 U.S.C.S. § 1997e(d)(2) because (1) the jury found a high level of culpability on the officer's part; (2) the officer had the apparent ability to satisfy the attorneys' fees portion of the judgment through the South Dakota Public Assurance Alliance risk pool under S.D. Codified Laws § 3-22-1; (3) the detainee had been hugely successful, while the officer had not; and (4) the legislative history of the Civil Rights Act regarding an award of attorneys' fees was relevant and weighed heavily in favor of a lower percentage of the damages being used to satisfy the attorneys' fees award. Kahle v. Leonard, 2010 U.S. Dist. LEXIS 13752 (Feb. 17, 2010).

Sovereign immunity

In a negligence suit brought by injured parties in a car accident against employees of the Department of Transportation (DOT), sovereign immunity applied to the duty to post additional traffic control signs at an intersection of a traffic engineer for the DOT, under S.D. Codified Laws § 31-28-6, because such duties were discretionary. Truman v. Griese, 2009 SD 8, 762 N.W.2d 75, 2009 S.D. LEXIS 10 (Feb. 11, 2009).

Actions not within the scope of employment

When an employee who was on call spent most of his evening sightseeing and going to bars before he had a motorcycle accident while on his way home, the employee's injuries were not within the scope or course of his employment, even though he inspected a job site that evening. South Dakota Pub. Entity Pool for Liab. v. Winger, 1997 SD 77, 566 N.W.2d 125, 1997 S.D. LEXIS 77 (July 2, 1997).

Opinions of Attorney General

Law enforcement risk pool, A.G. Opinion No. 86-46; 1986 Op. Atty Gen. S.D. 280.

Relationship of the State to the Pepl Fund, A.G. Opinion No. 87-37; 1987-1988 Op. Atty Gen. S.D. 104.

Purchase of Insurance, A.G. Opinion No. 88-38; 1987-1988 Op. Atty Gen. S.D. 273.

Structure and operation of Airline Authority, A.G. Opinion No. 89-40; 1989-1990 Op. Atty Gen. S.D. 143.

3-22-2. Terms defined. Terms used in this chapter mean:

- (1) "PEPL," the public entity pool for liability established pursuant to this chapter;
- (2) "Bureau," the Bureau of Administration;
- (3) "Covered claim," a claim or civil action arising in tort from the operation of a motor vehicle, a ministerial act, or another act for which coverage is provided under the PEPL coverage document;
- (4) "Coverage document," the written agreement between the director and the Governor setting forth the terms, conditions, limits, and scope of coverage provided by PEPL for a covered claim;
- (5) "Director," the director of PEPL appointed by the commissioner of administration pursuant to this chapter;
- (6) "Employee," any permanent or temporary employee or elected or appointed officer of any state entity whether compensated or not;
- (7) "Fund," the public entity pool for liability fund established pursuant to this chapter; and
- (8) "State entity," the State of South Dakota and all of its branches, agencies, boards and commissions.

Source: *SL 1986, ch 413, §2; 1987, ch 40, §1; 1995, ch 323 (Ex. Ord. 95-7), §§17, 18; 2010, ch 24, §2.*

Amendments:

The 2010 amendment rewrote the section.

Notes of Decision:

Water district not "public entity"

Where purchasers of land filed suit against a water district on account of refusal by the water district to turn on the water until the purchasers paid the accrued monthly minimum charges for the two years the water had been off by the purchasers' grantor, an attempt by the water district to receive governmental immunity from suit under S.D. Codified Laws § 21-32A-3 as a so-called "public entity" under S.D. Codified Laws § 3-22-2 was unconstitutional. Aune v. B-Y Water Dist. 464 N.W.2d 1, 1990 S.D. LEXIS 173 (Dec. 5, 1990).

Beyond the scope of employment

When an employee who was on call spent most of his evening sightseeing and going to bars before he had a motorcycle accident while on his way home, the employee's injuries were not within the scope or course of his employment, even though he inspected a job site that evening. South Dakota Pub. Entity Pool for Liab. v. Winger, 1997 SD 77, 566 N.W.2d 125, (July 2, 1997).

Opinion of Attorney General

Relationship of the State to the Pepl Fund, Opinion No. 87-37; 1987-1988 Op. Atty Gen. S.D. 104.

7-18-8. Liability insurance and agreements obtained for county – Protection for officers and employees. Any board of county commissioners may obtain and pay for all forms of liability insurance, or in lieu thereof, make other arrangements, including entering into agreements with others, which agreements may create separate legal or administrative entities pursuant to chapter 1-24, to protect and assist the county in meeting obligations arising from such acts or omissions for which the county may be legally liable. The liability insurance coverage or other arrangement obtained shall protect the county officers and employees in the performance of official duties and against acts committed by them that could be reasonably considered to be within the scope of their official duties.

Source: *SL 1949, ch 28; SDC Supp 1960, § 12.1810; SL 1975, ch 80; 1978, ch 50, §1;1987, ch 75§, 2.*

Commission Note.

Section 5, ch 75, SL 1987, provides that any agreement entered into prior to the effective date of the act designed to affect the purposes of the act is authorized.

Amendments.

The 1987 amendment rewrote the first sentence, which formerly read “Any board of county commissioners may obtain and pay for all forms of liability insurance protecting and insuring the county against such acts or omissions for which the county may be legally liable”, and in the second sentence substituted “coverage or other arrangement obtained shall protect” for “coverage obtained shall provide protection for.”

21-32A-1. Waiver of sovereign immunity to extend of risk sharing pool or insurance coverage. To the extent that any public entity, other than the state, participants in a risk sharing pool or purchases liability insurance and to the extent that coverage is afforded thereunder, the public entity shall be deemed to have waived the common law doctrine of sovereign immunity and shall be deemed to have consented in this section and any other party may be sued. The waiver contained in this section and 21-32A-2 and 21-32A-3 is subject to the provisions of §3-22-17.

Sources: *SL 1986, ch 175, §1; 1987, ch 163, §1.*

Notes of Decision:

Liability generally

Terms of S.D. Codified Laws § 21-32A-1 were unambiguous and the city faced liability to the extent coverage was afforded by its insurance coverage and was deemed to have waived its sovereign immunity in that respect; the finance officer's affidavit only established that the insurer denied coverage to the city and did not establish, as a matter of law, the extent of the city's insurance coverage, such that the trial court's decision denying the city's first motion for summary judgment was affirmed. Olesen v. Town of Hurley, 2004 SD 136, 691 N.W.2d 324, 2004 S.D. LEXIS 210 (Dec. 29, 2004).

Local Government

Immunity defenses are not available to local governmental entities and employees sued in their official capacity. McKenzie v. Crotty (1990) 738 Fsupp 1287.

County's purchase of liability insurance or participation in a risk sharing pool, pursuant to S.D. Codified Laws § 21-32A-1, did not waive the county's and its employees' immunity granted by S.D. Codified Laws §§ 3-21-8 and 3-21-9 to the extent of such insurance or participation in a risk sharing pool; because immunity in the specific area of the operation and maintenance of jails and correctional facilities, and administration of prisoner release was created through legislative enactment of S.D. Codified Laws §§ 3-21-8 and 3-21-9, the general, common law

waiver provisions did not apply. *Unruh v. Davison County*, 2008 SD 9, 744 N.W.2d 839, 2008 S.D. LEXIS 9 (Jan. 30, 2008).

Because a city was participating in a risk sharing pool at the time that an individual was injured when a vehicle, which was being driven by a drunk driver, broadsided his vehicle as it was being pursued by a city police officer, the city waived its sovereign immunity pursuant to the provisions of S.D. Codified Laws § 21-32A-1, and, therefore, the fact that the city withdrew from the risk sharing pool after the accident occurred but before the injured individual's claim was paid was irrelevant. Cromwell v. Rapid City Police Dep't, 2001 SD 100, 632 N. W.2d 20, 2001 S.D. LEXIS 122 (July 25, 2001). *Cromwell v. Rapid City Police Dep't*, 2001 SD 100, 632 N.W.2d 20, 2001 S.D. LEXIS 122 (July 25, 2001).

To the extent that any public entity, other than the state, participates in a risk sharing pool or purchases liability insurance, the public entity shall be deemed to have waived the common law doctrine of sovereign immunity; despite the waiver, however, South Dakota continues to observe the public duty rule. Tipton v. Town of Tabor, 1997 SD 96, 567 N.W.2d 351, 1997 S.D. LEXIS 96 (July 23, 1997).

Public entity liability

Public entity did not have, under this section, an implied duty to erect road signs warning of dangers incident to a sharp curve. Gulbranson v. Flandreau Tp. (1990) 458 NW 2d 361.

Terms of S.D. Codified Laws § 21-32A-1 were unambiguous and the city faced liability to the extent coverage was afforded by its insurance coverage and was deemed to have waived its sovereign immunity in that respect; the finance officer's affidavit only established that the insurer denied coverage to the city and did not establish, as a matter of law, the extent of the city's insurance coverage, such that the trial court's decision denying the city's first motion for summary judgment was affirmed. Olesen v. Town of Hurley, 2004 SD 136, 691 N.W.2d 324, 2004 S.D. LEXIS 210 (Dec. 29, 2004).

Once a public entity waives sovereign immunity by the operation of S.D. Codified Laws § 21-32A-1, that is, by participating in a risk sharing pool or purchase of insurance, the public entity cannot reclaim its immunity by voluntarily surrendering its coverage, and, once sovereign immunity is waived, the public entity is deemed to have consented to an action in the same manner that any other party may be sued. Cromwell v. Rapid City Police Dep't, 2001 SD 100, 632 N.W.2d 20, 2001 S.D. LEXIS 122 (July 25, 2001).

Because a city was participating in a risk sharing pool at the time that an individual was injured when a vehicle, which was being driven by a drunk driver, broadsided his vehicle as it was being pursued by a city police officer, the city waived its sovereign immunity pursuant to the provisions of S.D. Codified Laws § 21-32A-1, and, therefore, the fact that the city withdrew from the risk sharing pool after the accident occurred but before the injured individual's claim was paid was irrelevant. Cromwell v. Rapid City Police Dep't, 2001 SD 100, 632 N.W.2d 20, 2001 S.D. LEXIS 122 (July 25, 2001).

Because a school district, a public entity, purchased liability insurance, it waived its sovereign immunity and consented to be sued to the limit of its insurance coverage; thus, a driver who was involved in an accident with a bus that was parked in the middle of a road on a foggy day could maintain a negligence action against the school district. Brown v. Egan Consol. Sch. Dist. 449 N.W.2d 259, 1989 S.D. LEXIS 189 (Dec. 13, 1989)

Procedure to Sue

The statement that public entities "shall be deemed to have consented to suit in the same manner that any other party may be sued" as used in this section merely means the mode of procedure to be followed in suing a public entity is no different than that which is followed in suing any other party; specifically, a person suing a public entity which maintains liability insurance need not obtain that entities consent to be sued. Rather, such person may proceed against the public entity the same way he would proceed against any other party. Therefore,

the phrase "in the same manner" refers to a mode of procedure and not to the basis upon which a public entity may be sued. Gulbranson v. Flandreau Tp. (1990) 458 NW 2d 361.

Purchase of Liability Insurance

Sovereign immunity exists regarding a school district's use of school buses, but can be waived by the purchase of liability insurance. Boran v. Egan Consol. School Dist

Retroactive Effect

Sections 21-32A-1 through 21-32A-3 were not given retroactive application to waive immunity for school board members, superintendent of schools and coaches in an action brought by a student injured while participating in a summer weight conditioning program. Gasper v. Freidel (1990) 450 NW 2d 226.

State Law preempted

A state law that immunizes government conduct otherwise subject to suit under 42 U.S.C. § 1983 is preempted. McKenzie v. Crotty (1990) 738 Fsupp 1287.

Law Reviews

33 S.D. L. Rev. 131. Note, Bego v. Gordon: An Analysis of Immunity Protection for International Torts and Other UltraVires Acts of Public Official, 33 SD Lrev 131 (1988).

42 S.D. L. REV. 327, Note: Kyllö V. Panzer: The South Dakota Supreme Court Declares Statutes Unconstitutional Which Limited State Employee Liability.

43 S.D. L. REV. 706, Note: Gleason v. Peters: An Application of the Public Duty Rule as a Judicial Resurrection of Sovereign Immunity

County Officers Authorization to Attend Meetings

The following county officials are authorized by resolution of the board of county commissioners to attend educational conferences, meetings and conventions within or without the state of South Dakota which pertain to the betterment and advancement of county government: commissioners, highway superintendents, auditors, treasurers, register of deeds, state's attorneys, sheriffs, county assessing officers and county coroners. (SDCL 7-7-25 and 7-7-26).

7-7-25. Meetings of county officials for advancement of county government –

Authorization. County commissioners, highway superintendents, auditors, treasurers, register of deeds, state's attorneys, sheriffs, county assessing officers and county coroners are hereby authorized to attend educational conferences, meetings, and conventions held and conducted within or without the state of South Dakota pertaining to the betterment and advancement of county government as authorized by resolutions of the board of county commissioners.

Source: SL 1931, ch 119; 1933, ch 69, § 1; SDC 1939, § 12.1913; SL 1951, ch 28; 1953, ch 25; 1959, ch 30; 1961, ch 36; 1964, ch 29; 1965, ch 28, § 1; 1968, ch 16, § 2; 1972, ch 40, § 1; 1974, ch 55, §11; 1975, ch 75, § 1.

Opinions of Attorney General

Clerk of courts attending meeting called by director of vital statistics, authority of county to pay expenses, Report 1945-46, p. 79.

Convention of school superintendents called by superintendent of public instruction, mileage and living expenses allowed, Report 1935-36, p. 188

Deputy assessor not entitled to expenses unless serving as principal assessing officer, Report 1959-60, p. 136.

Deputy may attend convention on behalf of principal and receive expenses, Report 1957-58, p. 113.

Director of equalization may attend convention and receive expenses, Report 1957-58, p. 113.

Dues of state's attorney is national district attorney's association and in South Dakota state's attorneys association paid by county, Report 1965-66, p. 309; 1967-68, p. 236.

Expense fund computed on percentage of total amount budgeted for per diem, compensation and mileage, Report 1953-54, pp. 152, 347.

Expenses in attending meetings and conventions, per diem not included, Report 1959-60, p. 78.

Expenses may include hotel and meal expenses, per diem and mileage, Report 1963-64, p. 178.

Expenses may include tuition, room and board, Report 1959-60, p. 136.

Sheriff attending meeting at request of FBI agent, expenses not allowed, Report 1939-40, p. 702.

Sheriff attending peace officers' meeting where attendance was voluntary, expenses not allowed. Report 1943-44, p. 228.

Lobbying – in the form of providing legislative committees with instruction, information or testimony pertaining to the betterment and advancement of county government – is among the official duties of county officials. Thus, any actual and necessary expenses they incur may be reimbursed provided the county commissioners have given their prior authorization and approval, (superseding Attorney General's Report 1937-38, p. 538), Opinion No. 88-44.

Since miles traveled to attend § 7-7-4 meetings are in the discharge of official duties, it is reasonable to conclude that attendance at § 7-7-25 educational conferences, meetings, and conventions (including legislative meetings) is in the discharge of official duties, therefore, mileage expenses incurred as a result thereof are within the ambit of the actual and necessary expenses which may be reimbursed pursuant to 7-7-26, Opinion No. 88-44.

7-7-26. Prior authorization required for reimbursement of expenses for attending meetings – Vouchers for payment. No charge for expenses in attending any such meeting shall be a charge against the county unless authorized and approved by the county commissioners prior to conveying of any such meeting. Upon the actual officers as designated in § 7-7-25 shall be paid their actual necessary expenses on duty executed vouchers submitted to the board.

Source: SL 1931, ch 119; SDC 1939, § 12.1913; SL 1951, ch 28; 1953, ch 25; 1959, ch 30; 1961, ch 36; 1964, ch 29; 1965, ch 28, § 1; 1968, ch 16, § 2.

Opinions of Attorney General

Actual necessary expenses must be paid county employees, once commissioners approve official travel under this section, Opinion No. 75-2.

Lobbying — in the form of providing legislative committees with instruction, information, or testimony pertaining to the betterment and advancement of county government—is among the official duties of county officials. Thus, any actual and necessary expenses they incur may be reimbursed provided the county commissioners have given their prior authorization and approval, (overruling Attorney General's Report 1937-1938, p. 538), Opinion No. 88-44.

Since miles traveled to attend § 7-7-4 meetings are in the discharge of official duties, it is reasonable to conclude that attendance at § 7-7-25 educational conferences, meetings, and conventions (including legislative meetings) is in the discharge of officials duties, therefore,

mileage expenses incurred as a result thereof are within the ambit of the actual and necessary expenses which may be reimbursed pursuant to this section, Opinion No. 88-44.

Life and Health Insurance

The county commissioners have the power to enter into group life and group health insurance contracts for the protection and benefit of its officers and employees, and their immediate families. The board may pay all or part of the premium for its officers and employees and pay not more than one-half of the premiums for their families.

7-8-26.1. Life and health insurance contracts for county officers and employees. The board of county commissioners may enter into group life and group health insurance contracts for the protection and benefit of its officers and employees, and their immediate families. The board may pay all or part of the necessary premiums for its officers and employees and for the immediate families of those officers and employees.

Source: SDC 1939, §12.0617 as added by SL 1969, ch 19; 1983, ch 41, § 2; 1983, ch 42, § 1; 1991, ch 59, § 2.

Opinion of Attorney General

County bidding group health insurance contract, Opinion No. 77-65, 1977 S.D. AG LEXIS 37; 1977 Op. Atty Gen. S.D. 155.

Public Employee Union

Chapter 3-18 governs public employee union. Public employees have the right to form and join labor of employee organizations, and have the right not to form and join such unions. Public employees have the right to designate representatives for the purpose of meeting and negotiating with the governmental agency with respect to grievance procedures and conditions of employment (SDCL 3-18-2). The department of labor enforces statutes governing unfair practices of employers and employee organizations (SDCL 3-18-10). The commissioners may apply for injunctive relief upon the existence of a strike. (SDCL 3-18-14)

3-18-2. Rights relating to labor organizations – Designation of representatives – Discrimination against employees exercising rights as misdemeanor – Good faith negotiations – Intimidation. Public employees shall have the right to form and join labor of employee organizations and shall have the right not to form and join labor such organizations. Public employees shall have the right to designate representatives for the purpose of meeting and negotiating with the governmental agency or representatives designated by which it with respect to grievance procedures and conditions of employment and after initial recognition by the employer, it shall be continuous until questioned by the governmental agency, labor or employee organization, or employees, pursuant to § 3-18-5. It is a Class 2 misdemeanor to discharge or otherwise discriminate against an employee for the exercise of such rights, and the governmental agency or its designated representatives shall be required to meet and negotiate with the representatives of the employees at reasonable times in connection with such grievance procedures and conditions of employment. The negotiations be the governmental agency or its designated representatives and the employee organization or its designated representative shall be conducted in good faith. Such obligation does not compel either party to agree to a proposal or require the making of a concession but shall require a statement of rationale for any position taken by either party in negotiations. It shall be unlawful for any person or group of persons, either directly or indirectly to intimidate or coerce any public employee to join, or refrain from joining, a labor or employee organization.

Source: SL 1969, ch 88, § 7, subdiv 2; 1970, ch 26, § 1; 1973, ch 31; 1974, ch 33; 1980, ch 24, § 48.

Cross-References.

Coordinator of employee relations activities as management spokesman for state agencies, §3-6A-9.

Penalties for classified misdemeanors, § 22-6-2.

Notes of Decision:**Labor Relations**

Where county employers and unions negotiated to an impasse regarding management rights clauses, while it was not unlawful for the employer to negotiate to impasse, the employers violated S.D. Codified Laws § 3-18-2 by failing to present a legitimate rationale for their positions. *Bon Homme County Comm'n v. AFSCME, Local 1743A*, 2005 SD 76, 699 N.W.2d 441, 2005 S.D. LEXIS 75 (June 15, 2005).

Finance

In an action which challenged a General Appropriations Bill it was determined that § 31 of the bill, which stated any other provisions of S.D. Codified Laws § 3-18-1 et seq. notwithstanding, "was unconstitutional under S.D. Const. art. XII, § 2, because it was an attempt to change existing law by allowing the increase of salaries without complying with collective bargaining as required by ch. 3-18. *South Dakota Educ. Ass'n/NEA by & Through Roberts v. Barnett*, 1998 SD 84, 582 N.W.2d 386, 1998 S.D. LEXIS 87 (July 29, 1998).

Deputy Sheriffs

Deputy Sheriffs have the right to form and join labor unions pursuant to this chapter and may not be dismissed for exercising such right. *General Drivers and Helpers Union v. Brown County* (1978) 269 NW 2d 795.

Discharge of Employee

Right to discharge public employee is limited by this section. *Lindsey v. Minnehaha County* (1979) 281 NW 2d 808, overruled on other grounds in 349 NW 2d 42.

Opinions of Attorney General

Exclusive bargaining provision of this section is not an unconstitutional delegation of authority, Opinion No. 75-96.

Negotiated public union employees' agreements not exempt from scope of rules of personnel policy board, Opinion No. 75-50.

Practice of law, representation of public employees by "designated representatives" does not constitute, Opinion No. 76-103.

This chapter supersedes prior independent school board election procedures for determining representation for public employees, Opinion No. 74-3.

Collateral References

Labor relations 1-8, 52, 86-88, 342, 510.

3-18-3.3. Rules and regulations on unfair practices. The department of labor shall promulgate rules pursuant to chapter 1-26 to specify procedures to enforce the provisions of §§ 3-18-3.1 and 3-18-3.2.

Source: SL 1973, ch 30, §3; 1993, ch 375, §3.

Cross-References

Rules and regulations, procedure for adoption, §§ 1-26-4 to 1-26-14.

3-18-10. Strikes prohibited – Right to submission of grievance. No public employee shall strike against the state of South Dakota, any of the political subdivisions thereof, any of its authorities, commissions, or boards, the public school system or any other branch of the

public service. Provided, however, that nothing contained in this chapter shall be construed to limit, impair or effect, the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment with the full faithful and proper performance of the duties of employment.

Source: *SL 1969, ch 88, §2.*

Notes of Decision:

Public Employee Rights

While state employees, through legislative grace, have been granted certain rights, there is no question that the legislature has restricted certain employee rights and actions at S.D. Codified Laws § 3-18-9, such as the right to strike per S.D. Codified Laws § 3-18-10. American Fed'n of State, County & Mun. Employees Local 1922 v. State, 444 N.W.2d 10, 1989 S.D. LEXIS 115 (July 5, 1989)

Collateral References

Interference with production by concerted action of employees, short of formal strike, as effected by labor relations acts, 25 ALR 2d 315.

Right of public employees to strike or engage in work stoppage, 37 ALR3d 1147.

Who are employees forbidden to strike under state enactments or state common law rules prohibiting strikes by public employees or stated classes of public employees, 22 ALR 4th 1103.

Work stoppage, damage liability of state or local public employees union or union officials for unlawful work stoppage, 84 ALR 3d 336.

3-18-14. Injunctive relief in case of strike. The governing boards of the state and its political subdivisions may apply for injunctive relief in circuit court immediately upon the existence of a strike or related activities, and the state's attorney of every county shall have the same duty and enforcement of the chapter.

Source: *SL 1969, ch 88, § 6; 1973, ch 32.*

Commercial Driver License Manual

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