

Summary of Legal Arguments against the East Providence Teachers' Union Unfair Labor Charge Filing at the Labor Relations Board and Appeal to the Supreme Court

EXECUTIVE SUMMARY

1) School Deficit Spending is Illegal under Title 16.

2) Teachers' contracts lasting longer than three (3) years are illegal under Title 28.

3) Unilateral implementation was justified and legal under the circumstances; no unfair labor practice has occurred in this case.

4) The Rhode Island State Labor Relations Board lacks subject matter jurisdiction because the General Assembly has specifically delegated absolute authority over school department financial management to school committees, a power upon which the Labor Board has no authority to encroach.

5) General principles of fairness and the public interest compel denying the teachers' union attempt to block the School Committee's implementation of cost-saving reforms to teacher compensation.

6) Neither the teachers' union itself nor its members have suffered irreparable harm for which there is no legal remedy.

7) The Supreme Court lacks subject matter jurisdiction and should not hear the teachers' union appeal.

SUPPORTING ARGUMENTS

1) School Deficit Spending is Illegal under Title 16. (See pp. 2, 20-26 of Memorandum in Opposition to the Union's Request for Injunctive Relief.) The teachers' union request is unlawful because it violates the ironclad mandate against school department deficit spending repeated multiple times

throughout Title 16 of state law, the statute governing education.

The teachers' union request is unlawful because it violates the ironclad mandate against school department deficit spending repeated multiple times throughout Title 16 of state law, the statute governing education.

2) Teachers' contracts lasting longer than three (3) years are illegal under Title 28. (See pp. 3, 28-29 of *Memorandum in Opposition to the Union's Request for Injunctive Relief.*) The teachers union request is unlawful because it violates the three-year limitation on the duration of teachers' contracts stated explicitly in the portions of Title 28 governing collective bargaining for teachers.

3) Unilateral implementation was justified and legal under the circumstances; no unfair labor practice has occurred in this case. (See pp. 29-33 of *Memorandum in Opposition to the Union's Request for Injunctive Relief.*) The teachers' union wrongly assert that an unfair labor practice has occurred and that employers never have the authority to unilaterally implement contractual terms of employment. The labor laws expressly provide for unilateral implementation by employers after employers have bargained in good faith to impasse, exhausted all statutorily required dispute resolution mechanisms such as mediation and arbitration, and remain committed to bargaining in good faith to reach a successor agreement after unilateral implementation. The East Providence School Committee has satisfied all such legal requirements and scrupulously followed both the spirit and the letter of the labor laws. Unilateral implementation was therefore both justified and legal in the East Providence Case. The teachers' union case has no likelihood of succeeding on the merits.

4) The Rhode Island State Labor Relations Board lacks subject matter jurisdiction because the General Assembly has specifically delegated absolute authority over school department financial management to school committees, a power upon which the Labor Board has no authority to encroach. The Labor Board therefore should immediately dismiss the teachers' union unfair labor practice complaint. (See pp. 2-3, 26-28 of *Memorandum in Opposition to the Union's Request for Injunctive Relief.*) The state constitution gives full power over education to the General Assembly and the legislature has specifically delegated this power to school committees, including the power to manage their limited public resources to achieve required educational goals in a manner that does not result in deficit spending. No government agent such as the Labor Relations Board has jurisdiction to make decisions in an area where the legislature has given decisional authority over that area to another governmental agent such as a school committee. Any dispute of a school committee's decisions about budgetary management and resource allocation are subject to review only by the Commissioner of Education and thereafter the Board of Regents and the courts via the state Administrative Procedures

Act. Such decisions are not appealable to the State Labor Relations Board and the Board has no jurisdiction thereover.

5) General principles of fairness and the public interest compel denying the teachers' union attempt to block the School Committee's implementation of cost-saving reforms to teacher compensation. (See pp. 4, 41-44 of *Memorandum in Opposition to the Union's Request for Injunctive Relief*.) The East Providence School Committee has a legitimate and legally-mandated interest in maintaining a balanced budget. The interests of East Providence students and the broader community require rejection of the teachers' union appeals. It is not in the interest of either party to have the School Committee adhere to the terms of an expired contract when the school department lacks the funding to meet even the most basic educational needs of its students such as keeping school buildings properly maintained, buying textbooks and supplies, and paying its utility bills. These needs far outweigh the desire of the teachers' union leaders for an additional 4.88% in salary and free health insurance. The public also has a strong interest in limiting the increase of property tax rates as expressed East Providence City Ordinance 16-53 and Rhode Island's General Laws. Likewise, the public has a vital interest in, ensuring control of public officials over government and public policy.

6) Neither the teachers' union itself nor its members have suffered irreparable harm for which there is no legal remedy. By definition, there can be no irreparable harm when there remains an adequate remedy at law. Loss of income does not meet the standard of irreparable harm. Also, members of the teachers' union are retaining the same high-quality health insurance benefits they enjoyed before; the only difference is that now they are being required to pay for a portion of those benefits. For this reason alone, the Supreme Court should reject the appeal of the leaders of the East Providence teachers' union. (See pp. 4, 38-41 of *Memorandum in Opposition to the Union's Request for Injunctive Relief*.)

7) The Supreme Court lacks subject matter jurisdiction and should not hear the teachers' union appeal. (See pp. 1-2, 29-33 of *Memorandum in Opposition to the Union's Request for Injunctive Relief*; and pp. 3-5 of the Superior Court decision in *East Providence Education Association v. East Providence School Committee*.) Although the Superior Court ruled to the contrary, we believe, as does the East Providence School Committee, that neither the Rhode Island Superior Court nor Supreme Court have subject matter jurisdiction over the issues raised by the East Providence teachers' union in its appeals to the courts at this initial phase of an unfair labor practice case. State law exclusively grants original jurisdiction over unfair labor practice cases to the State Labor Relations Board. We do not believe it appropriate, despite the distinction between general and specific subject matter jurisdiction noted in the Superior Court

ruling, that the issues contested here are addressed at the appellate level before they are adjudicated in their domain of original jurisdiction.

Please let me know if you need anything further.

Thank you.

Best Wishes,

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for the Board of Directors of the East Providence Taxpayers Association