STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PROVIDENCE AND BRISTOL, Sc. SUPERIOR COURT

BARRINGTON SCHOOL COMMITTEE

v. : C. A. No. 74-2892

RHODE ISLAND STATE LABOR RELATIONS BOARD and BARRINGTON TEACHERS ASSOCIATION :

D E C I S I O N

LAGUEUX, J. This is an appeal by the Barrington School Committee under Section 42-35-15 of the Administrative Procedures Act from a Decision and Order of the Rhode Island State Labor Relations Board requiring the Committee to negotiate with the Barrington Teachers Association, the collective bargaining representative of the public school teachers in Barrington, concerning the elimination of certain work

administrative positions at the Barrington Junior and Senior High Schools.

During the 1973-74 school year, the Barrington School Committee adopted a plan to reorganize the administrative structure of its two secondary schools, Barrington Junior High School and Barrington Senior High School. Committee decided that Grade 9, which had formerly been considered part of the Junior High School, should become incorporated into the Senior High School curriculum thus creating a 4 year high school instructional program. It also reorganized the Grade 7 and 8 curriculum at the Junior School on an interdisciplinary cluster basis. This means that Junior High School students will be taught by teams of teachers in English, Mathematics, Science and Social Studies. To further this policy, the Committee established four new Coordinator positions at the Junior High School - (1) Coordinator of English Social Studies and Foreign Languages; (2) Coordinator of Mathematics, Science, Health and Business Education; (3) Coordinator of Physical Education, Intramurals, Recreation and Athletics and (4) Coordinator of Art, Music, Home Economics, Industrial Arts, Media and Audio-Visual. Prior to this reorganization there were

Department Chairmen positions at the Senior and Junior High Schools which were filled by teachers who received additional compensation for their administrative duties. In addition, the position of Athletic Director was filled by a teacher who received released time and additional compensation to coordinate interscholastic athletic programs.

In April, 1974, as a result of the previous adoption of this reorganization plan by the School Committee, the Superintendent of Schools recommended to the Committee that six (6) Department Chairmen positions at the Senior High School and five (5) such positions at the Junior High School be abolished along with the position of Athletic Director because the functions of those offices would be performed by the Coordinators. Even before the School Committee acted upon that recommendation, the Barrington Teachers Association complained to the Labor Relations Board that the School Committee had refused to bargain in good faith concerning the elimination of those positions. In May 1974, the School Committee adopted a resolution eliminating the twelve (12) administrative positions to be effective on September 1, 1975. It is conceded that the Barrington School Committee, at all times, refused to bargain with the Barrington

Teachers Association concerning this reorganization and the elimination of the twelve 12 positions.

Labor Relations Board issued a complaint dated May 15, 1974 therein alleging that the School Committee had committed an unfair labor practice by eliminating these positions in the Barrington School system without first negotiating the question of the elimination with the Barrington Teachers Association. A hearing was held before the Board on July 12, 1974 at which time a stipulation was put on the record that these administrative positions were to be eliminated effective September 1, 1974 and that the School Committee refused to bargain with respect to that matter. At the hearing, the School Committee sought to present the testimony of the Superintendent of Schools to show the history of the reorganization, the nature of the eliminated positions, and the reasons for the elimination. The Board refused to allow the introduction of this evidence and counsel for the School Committee made an offer of proof setting forth what has been outlined here.

It is not necessary for the Court to determine if the exclusion of this evidence was error because the facts

essential for a determination of this case are undisputed It is uncontroverted that the Barrington School Committee, as a result of a staff reorganization at the Barrington Junior and Senior High Schools, has eliminated twelve (12) administrative positions. The question of law which arises by virtue of those facts is whether the reorganization plan promulgated by the School Committee is a subject for mandatory negotiation with the Teachers' bargaining agent or whether it is a matter within the exclusive domain of the School Committee and may be unilaterally adopted and put into operation

The Labor Relations Board concluded that elimination of the eleven (11) departmental chairmanships and the position of Athletic Director was a subject for mandatory negotiation. In its Decision and Order dated September 19, 1974 it stated as follows:

> "5. That as a result of this reorganization eleven 11 positions in the Barrington School System were eliminated by the Barrington School Committee
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> 6. That the Barrington School Committee eliminated said positions without consulting or negotiating said elimination with representatives of the Barrington Teachers Association.

7. That the Barrington School Committee refuses to bargain with the Barrington Teachers Association concerning said matter

8. That the said elimination of positions was done unilaterally by the Barrington School Committee.

9. That the elimination of said positions affects conditions of employment.

10. That the elimination of said positions is properly the subject of collective bargaining.

11. That since it is properly a subject of collective bargaining it is a subject which must be negotiated.

12. That the failure to negotiate and bargain in good faith with representatives of the Barrington Teachers Association is an act prohibited by the State Labor Relations Act

CONCLUSIONS OF LAW

That the refusal to sit down and bargain collectively and negotiate the elimination of eleven (11) positions in the Barrington School Department and the unilateral abolishing of said positions are acts which are prohibited within the meaning and language of the State

Labor Relations Act and they are acts which constitute an unfair labor practice."

The Board ordered the Barrington School Committee to "immediately sit down and negotiate across the bargaining table with representatives of the Barrington Teachers Association concerning the elimination of said positions." Thereafter, the Barrington School Committee took this appeal. The matter was submitted to the Court on the record made below and briefs. The matter is now in order for decision. This Court holds that the Board's Decision and Order was erroneous as a matter of law and, therefore, must be reversed.

By virtue of Article XII, Section 1 of the Rhode Island Constitution, the obligation of educating the people of this State is entrusted to the General Assembly. The General Assembly has delegated this function to the local school committees in the various municipalities. Rhode Island General Laws, 1956, Section 16-2-18 provides that "the entire care, control and management of all public school interests" in the cities and towns of this State shall be vested in the school committees of the respective communities. That has been the law since 1903. In 1966 the General Assembly enacted the School Teachers' Arbitration Act (Chapter 28-9.3 of the Rhode Island

General Laws, 1956, as amended) Section 29-9.3-2 gives public school teachers the right to organize and bargain collectively with school committees "concerning hours, salary, working conditions and all other terms and conditions of professional employment." The Act also imposes a duty on each school committee to bargain in good faith concerning these matters and if an impasse occurs, binding arbitration is available to both parties on non-financial matters

It is obvious that the mandate of the School Teachers' Arbitration Act that school committees and teacher labor organizations bargain on matters concerning "terms and conditions of professional employment" serves to greatly restrict the area within which a school committee can unilaterally operate. Belanger v. Matteson, R.I , 346 A.2d 124 (1975). However, as Mr. Justice Paolino pointed out in his dissenting opinion in Belanger, the Act does not purport to repeal Section 16-2-18 and, therefore, these statutory enactments must be harmonized if at all possible. It is clear that matters of educational policy must necessarily remain the exclusive prerogative of local school committees although a particular policy which has been established may indirectly affect the conditions of employment of teachers, West Hartford Education

Association v. DeCourcy, 162 Conn. 566, 295 A.2d 526 (1972). In that case the Connecticut Supreme Court considered statutes similar to those involved here. In Connecticut local boards of education, by statute, are given control of public school education while the Teacher Negotiation Act requires the boards to negotiate with teacher organizations with respect to "salaries and other conditions of employment." The Court pointed out that although conditions of teacher employment are mandatory subjects of collective bargaining, matters of educational policy are still exclusively entrusted to the school boards for determination. The Court defined matters of educational policy as those which are fundamental to the existence, direction and operation of the enterprise and said at 295 A.2d 534-535:

> "This problem would be simplified greatly if the phrase 'conditions of employment' and its purported antithesis, educational policy, denoted two definite and distinct areas. Unfortunately, this is not the case. Many educational policy decisions make an impact on a teacher's conditions of employment and the converse is equally true. There is no unwavering line separating the two categories. It is clear, nevertheless, that the legislature denoted an area which was appropriate for teacher-school board bargaining and an area in which such a process would be undesirable."

This case illustrates that the line between educational policy and conditions of employment must be drawn from time to time on a case to case basis For example the Court ruled that the local board alone was empowered to determine whether there should be extracurricular activities in the schools and what those activities should be but issues involved in the assignment of teachers to such activities and the question of teacher compensation for those activities were matters for mandatory negotiation.

The issue in the case at bar, therefore, is whether an administrative reorganization which causes the elimination of staff or non-teaching positions is a matter of educational policy and thus within the exclusive province of the school committee or whether it directly affects conditions of teacher employment and consequently is a subject for mandatory negotiation

There are only two cases which have considered this precise issue. The first case is School Committee of Hanover v Curry, 325 N.E.2d 282 (Mass.App. 1975) In that case the local school committee abolished the position of Supervisor of Music in a school and refused to negotiate with the teachers' bargaining agent on that point. The teachers resorted to

arbitration but the Court held that the abolition of that administrative position was not a subject for mandatory negotiation or arbitration but rather was a matter of educational policy within the exclusive prerogative of the school committee. In Massachusetts, by statute, local school committees have general charge of all public school affairs while the Public Employees Collective Bargaining Act requires the committees to bargain collectively with teachers concerning "conditions of employment." The Court stated at pages 286-287:

> "In the absence of more specific legislative direction, we cannot conclude that the Legislature contemplated that school committees should or could abdicate their management responsibilities over matters predominantly within the realm of educational policy. The phrases 'conditions of employment' and 'educational policy' obviously do not denote two definite or distinct areas as '(m)any educational policy decisions make an impact on a teacher's conditions of employment and the converse is equally true.' West Hartford Educ. Assn Inc. v. DeCourcy, 162 Conn. 566, 581, 295 A.2d 526, 534 (1972). We conclude that the abolition of the position of supervisor of music represents a matter of educational policy within the exclusive managerial prerogative of the school committee."

Education Association, 64 N.J. 17, 311 A.2d 737 1973) is the other case in point. New Jersey has statutes similar to the ones involved in this case. The older New Jersey statutes give local school boards supervisory control over the public schools in their locality The 1968 New Jersey Employer-Employee Relations Act requires the school boards to "negotiate in good faith" concerning "terms and conditions of employment" with school teachers. In that case the local Board had consolidated the position of Chairman of Social Studies with Chairman of English to create a new Humanities Chairmanship based on an interdisciplinary teaching concept, and refused to bargain with the teacher organization about that matter. The teacher group sought arbitration. The Court held that this consolidation of departmental chairmanships was a matter within the exclusive jurisdiction of the local school board and was not a subject for either arbitration or mandatory negotiation It stated at 311 A.2d

> "Surely the Legislature, in adopting the very general terms of (The Employer-Employee Relations Act) did not contemplate that the local boards of education would or could abdicate their management responsibilities for the local educational

policies or that the State educational authorities would or could abdicate their management responsibilities for the State educational policies. (citations omitted) On the other hand it did contemplate that to the extent that it could fairly be accomplished without any significant interference with management's educational responsibilities, the local boards of education would have the statutory responsibility of negotiating in good faith with representatives of their employees with respect to those matters which intimately and directly affect the work and welfare of their employees.

The lines between the negotiable and the nonnegotiable will often be shadowy and the legislative reference to 'terms and conditions of employment' without further definition hardly furnishes any dispositive guideline."

It held at 311 A.2d 743:

"In any event, the determination to consolidate was predominantly a matter of educational policy which had no effect, or at most only remote and incidental effect, on the 'terms and conditions of employment' ....

Whatever may be the conflicting views on other subject matters, it would appear evident that the consolidation of chairmanships represents a matter predominantly of educational policy within management's exclusive prerogatives ... ."

The reasoning in the DeCourcy, Curry and Dunellen opinions is sound and persuasive. There are no contrary holdings in the educational field. The Labor Relations Board cited no authority for its position in the Decision and Order. The Barrington Teachers Association relies on only one case, Fibreboard Paper Products Corporation v. National Labor Relations Board, 379 U.S. 203 (1964) to support its contention that the elimination of administrative positions by reorganization here involved was a subject for mandatory bargaining. Although that case may be generally useful when the meaning of the phrase "terms and conditions of employment" as used in the National Labor Relations Act is in issue, it is inapplicable to this case on its facts.

This Court concludes that the Barrington School Committee's decision to reorganize the administrative structure at its Senior and Junior High Schools and thereby eliminate certain Chairmenship positions was so fundamentally an educational policy determination that it must be considered as a matter within its exclusive prerogatives and thus, not a subject for mandatory negotiation with the Barrington Teachers Association. Therefore the Barrington School Committee cannot be compelled to negotiate

or bargain with the Barrington Teachers Association concerning this matter by the Labor Relations Board.

For the reasons stated above, the Decision and Order of the Rhode Island State Labor Relations Board dated September 19, 1974 is erroneous as a matter of law and hereby is reversed. The case is remanded to the Labor Relations Board with directions to dismiss the complaint issued by the Board against the Barrington School Committee on May 15, 1975.

Counsel for the Barrington School Committee shall prepare a judgment and submit it to the Court for entry.