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CITY SOLICITOR



VINCENT A. CIANCI, JR.
MAYOR

Department of Law

"Building Pride In Providence"

September 28, 1992

The Honorable David G. Dillon
Chairman
Committee on Finance
Office of the City Council
City Hall
Providence, Rhode Island 02903

IN CITY COUNCIL

OCT 15 1992

READ
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.

Michael R. Clement CLERK

Dear Mr. Chairman:

In response to your request dated September 22, 1992, for my opinion regarding the validity and effectiveness of the collective bargaining agreement (contract) negotiated by and entered into by the Providence School Board and the Providence Teachers Union, I opine the following:

Under the General Laws of the State of Rhode Island (RIGL), School Committees are specifically vested with a number of powers and duties including the power "to enter into contracts" [RIGL 16-2-9(18)] and "to bind their successors and successor committees by entering into contracts of employment" [RIGL 16-2-9(24)(b)]. Additionally, the Providence Home Rule Charter (PHRC), echoing state law, specifically provides that the Providence School Board shall have all the powers and duties imposed on school boards (school committees) by state law (PHRC, Sec. 706).

In addition, RIGL 28-9.3-4 states:

It shall be the obligation of the school committee to meet and confer in good faith with the representative or representatives of the negotiating or bargaining agent (of the labor organization). . . . This obligation shall include the duty to cause any agreement resulting from negotiations or bargaining to be reduced to a written contract; provided, that no such contract shall exceed the term of three (3) years. (underlining supplied).

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When addressing the validity of labor contracts entered into by School Committees, the Supreme Court of Rhode Island, interpreting the aforementioned statutes, has stated:

. . . there is no question that the legislature intended these contracts and obligations to be binding and enforceable once they are validly entered into.

If school committees are authorized by law to enter into binding agreements, which they are, then the community is bound to fund that agreement through its appropriate authority, whether that authority is the city or town council, a financial town meeting, or a district financial meeting. To conclude otherwise would completely negate the statutory power of the school committee to bargain and contract; this would mean that the legislature has given with one hand and taken away with the other. We will "not ascribe to the Legislature an intent to enact legislation that is devoid of any purpose, is inefficacious, or is nugatory." Cocchini v. City of Providence, R.I., 479 A.2d 108, 111 (1984) (citing Kingsley v. Miller, 120 R.I. 372, 388 A.2d 357 [1978]). (underlining supplied).

Therefore, we hold that a city or town is bound by and must fund the valid collective-bargaining agreements entered into by its school committee as well as other obligations incurred in the providing of services mandated by law. (underlining supplied).

To those who assert that we are upsetting the political balance between a school committee's authority to contract and the town or city council's or financial town meeting's authority to appropriate, we answer that this is not a situation created by the courts. The Constitution and the Legislature in its several enactments over the years have erected a structure of laws

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that we are under a duty to read together and interpret. Having done so, we have come to the conclusion and we emphasize that budgets submitted by school committees to the appropriate authority to fund collective-bargaining agreements and to fund mandated programs and services must be funded. . . . (underlining supplied).

Exeter-West Greenwich Regional School District v. Teachers' Association,
489 A.2d 1010, 1019-1020 (R.I. 1985).

Section 17-27 of the Providence Code of Ordinances reads as follows: "No collective bargaining agreement between the City of Providence and any labor organization shall become effective unless and until ratified by the Providence City Council."

This ordinance provision clearly seeks to modify the statutory power reserved to the School Committee "to enter into contracts" by subjecting said power to a condition subsequent, namely, that the contract shall not become effective unless and until ratified by the City Council.

Therefore, this ordinance modifying the school committee's power violates the mandate of Article XIII of the Rhode Island Constitution which states:

Every city and town shall have the authority at any time to adopt a charter, amend its charter, enact and amend local laws relating to its property, affairs and government not inconsistent with this constitution and laws enacted by the General Assembly, (underlining supplied), (See Royal v. Barry, 160 A.2d 572, 575 [1960]).

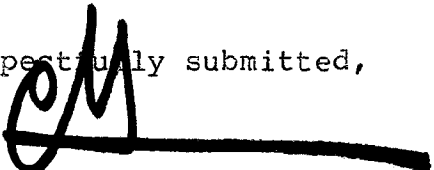
In Royal v. Barry, supra, the Supreme Court held that "a school committee's exercise of its powers cannot be regulated by local legislation whether by ordinance or by charter."

Consequently, it is my opinion that the collective-bargaining

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agreement entered into by the School Board and the Providence Teachers Union is a valid agreement and that said agreement does not require any action by the City Council ratifying it before its terms become effective.

Respectfully submitted,



CHARLES R. MANSOLILLO
City Solicitor

CRM:cmr