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Education Law - Act 88 - Public Employe [sic] Relations Act - Teachers' Strikes - Courts of Equity - Mandatory Negotiations

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EDUCATION LAW — ACT 88 — PUBLIC EMPLOYE RELATIONS ACT — TEACHERS' STRIKES — COURTS OF EQUITY — MANDATORY NEGOTIATIONS—The Pennsylvania Supreme Court held that state courts may order a school district and teachers' association to participate in court-monitored negotiations when the courts grant the Secretary of Education an injunction ending a teachers' strike.

Carroll v. Ringgold Educ. Ass'n, 680 A.2d 1137 (Pa. 1996).

The Ringgold Education Association (the "Association"), Ringgold School District (the "District") and Ringgold Board of School Directors (the "Board") were parties to a collective bargaining agreement.[1] When the collective bargaining agreement expired on August 31, 1993, the District and Association were unable to reach a new agreement for the ensuing 1993-1994 school year.[2] Notwithstanding the lack of agreement, however, the academic school year began as scheduled.[3]

On February 9, 1994, the Association commenced a strike that subsequently ended when the Association and District agreed to extend the original collective bargaining agreement until a new agreement could be reached.[4] The Association, District and Board then entered into Act 88 negotiations that included mediation, fact-finding and final best offer arbitration.[5] After the District and Board refused to adhere to the arbitrator's decision, the

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1. Carroll v. Ringgold Educ. Ass'n, 680 A.2d 1137, 1139 (Pa. 1996). The Association is comprised of public school professional employees in the District. Reproduced Record at 42a, Carroll v. Ringgold, 680 A.2d 1137 (Pa. 1996). The Association bargains with the District as to the Association members' terms of employment. *Id.* The Board is the District's elected governing body. *Id.* at 42a-43a. A collective bargaining agreement is an agreement between a labor union and employer that governs the duration and conditions of employment. BLACK'S LAW DICTIONARY 263 (6th ed. 1990).

2. *Ringgold*, 680 A.2d at 1139.

3. Carroll v. Ringgold Educ. Ass'n, 655 A.2d 613, 615 (Pa. Commw. Ct. 1995).

4. *Ringgold*, 680 A.2d at 1139. The strike ended on February 11, 1994. *Id.*

5. *Id.* Act 88 is the collective bargaining article of the Public School Code of 1949. PA. STAT. ANN. tit. 24, §§ 11-1101-A-11-1172-A (West Supp. 1996). Mediation is the "[p]rivate, informal dispute resolution process in which a neutral third person, the mediator, helps disputing parties reach an agreement." BLACK'S LAW DICTIONARY 981 (6th ed. 1990). Fact-finding is the process by which a business, government or court-appointed person determines and reports on facts pertaining to a particular dispute. *Id.* at 592. Final best offer arbitration is defined in Act 88 as arbitration under which the arbitrator's award is restricted to the last offer of the employer, the last offer of the employees or the fact-finder's recommendations. PA. STAT. ANN. tit. 24, § 11-1123-A (West Supp. 1996).

Association initiated its second strike.[6] Prior to this strike, District students had received one hundred sixty-three days of instruction.[7]

On June 7, 1994, the Secretary of Education (the "Secretary") filed a complaint in equity and a petition for a preliminary injunction[8] with the Washington County Court of Common Pleas (the "Chancellor"), naming the Association, District and Board as defendants.[9] The Secretary requested the Chancellor to issue a decree ordering the Association to end its strike and resume student instruction.[10] The Secretary also asked the Chancellor to order the District to schedule, before June 30, 1994, the remainder of the one hundred eighty days of student instruction required by the Public School Code of 1949.[11]

On June 7, 1994, the Chancellor granted by decree the Secretary's request for injunctive relief.[12] The same day, the Chancellor issued a second decree repeating verbatim the order of the first decree and including an additional order for court-monitored negotiations between the Association and Board.[13]

Although none of the parties contested the Chancellor's grant of injunctive relief, the District and Board contested the order for court-monitored negotiations by filing an application for relief and a stay of the order.[14] The Chancellor, relying on *Armstrong Sch. Dist. v. Armstrong Educ. Ass'n*,[15] rejected the application.[16]

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6. *Ringgold*, 680 A.2d at 1139. The second strike began on May 25, 1994. *Id.*

7. *Id.*

8. An injunction is a "court order prohibiting someone from doing some specified act or commanding someone to undo some wrong or injury." BLACK'S LAW DICTIONARY 784 (6th ed. 1990).

9. *Ringgold*, 680 A.2d at 1139. The Secretary exercised his authority under section 11-1161-A of Act 88, which provides:

> When an employe organization is on strike for an extended period that would not permit the school entity to provide the period of instruction required by section 1501 by June 30, the Secretary of Education may initiate, in the appropriate county court of common pleas, appropriate injunctive proceedings providing for the required period of instructions.

PA. STAT. ANN. tit. 24, § 11-1161-A (West Supp. 1996).

10. *Ringgold*, 680 A.2d at 1139.

11. *Id.* The only response to this request by the parties was the Association's submission of a motion for court-monitored negotiations. *Id.* Section 15-1501 of the Public School Code provides that "[a]ll public kindergartens, elementary, and secondary schools shall be kept open each school year for at least one hundred eighty (180) days of instruction for pupils." PA. STAT. ANN. tit. 24, § 15-1501 (West 1992).

12. *Ringgold*, 680 A.2d at 1139.

13. *Id.*

14. *Id.* A stay is "a suspension of the case or some designated proceedings within it." BLACK'S LAW DICTIONARY 1413 (6th ed. 1990).

15. 595 A.2d 1139 (Pa. 1991). *See infra* note 32 for a description of the *Armstrong* case.

16. *Ringgold*, 680 A.2d at 1139-40. In *Armstrong*, the court affirmed an equity court's decision to order court-monitored negotiations between a district and teachers'

The Chancellor reasoned that *Armstrong* applied to this case because the injunction provisions of Act 88 and the Public Employe Relations Act ("PERA") must be construed together.[17]

The District and Board appealed the order for court-monitored negotiations on the ground that the Chancellor exceeded its authority by including the order in the June 7 decree.[18] On appeal, the Pennsylvania Commonwealth Court reversed the contested order, finding that the Chancellor indeed lacked authority to issue the decree.[19] The Pennsylvania Supreme Court then granted allocatur in the case to define the powers of an equity court when acting on a Secretary's Act 88 request for injunctive relief.[20]

On appeal, the supreme court held that the injunctive provisions of PERA and Act 88 are consistent with each other and must be construed and applied together.[21] Additionally, the court concluded that the case law analyzing section 1101.1003 of PERA applies to section 11-1161-A of Act 88, and, consequently, the Chancellor correctly applied *Armstrong* in issuing the decree granting the Secretary's injunctive relief.[22] The court then held the Chancellor possessed and properly exercised the authority to

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association in addition to its order for injunctive relief under section 1101.1003 of the Public Employee Relations Act ("PERA"), PA. STAT. ANN. tit. 43, § 1101.1003 (West 1991)). *Armstrong*, 595 A.2d at 1139. Section 1101.1003 of PERA reads:

> If a strike by public employes occurs . . . , it shall not be prohibited unless or until such a strike creates a clear and present danger or threat to the health, safety or welfare of the public. In such cases the public employer shall initiate, in the court of common pleas of the jurisdiction where such strike occurs, an action for equitable relief including but not limited to appropriate injunctions and shall be entitled to such relief if the court finds that the strike creates a clear and present danger or threat to the health, safety or welfare of the public. If the strike involves Commonwealth employes, the chief legal officer of the public employer or the Attorney General where required by law shall institute an action for equitable relief in the court of common pleas of the jurisdiction where the strike has occurred or the Commonwealth Court.

PA. STAT. ANN. tit. 43, § 1101.1003 (West 1991).

17. *Ringgold*, 680 A.2d at 1139. The court actually stated that these acts must be read *"in pari materia." Id. "In pari materia"* is "a rule of statutory construction [by which] statutes which relate to the same subject matter should be read, construed and applied together so that the legislature's intention can be gathered from the whole of the enactments. . . ." BLACK'S LAW DICTIONARY 791 (6th ed. 1990).

18. *Ringgold*, 680 A.2d at 1140.

19. *Id.* The commonwealth court agreed with the argument of the District and Board that Act 88 does not empower the Chancellor to order court-monitored negotiations. *Id.* Furthermore, the commonwealth court cited a footnote from *Reichley by Wall v. North Penn Sch. Dist.*, 626 A.2d 123 (Pa. 1993), for the proposition that Act 88 "remove[s] public school employees from the scope of PERA" and thereby renders the *Armstrong* decision inapplicable. *Id.* Thus, the commonwealth court found neither statutory nor case law authority to support the Chancellor's decree. *Id.*

20. *Ringgold*, 680 A.2d at 1140.

21. *Id.* at 1141-42.

22. *Id.* at 1143-44.

order the Association and Board to participate in court-monitored negotiations, even though the Secretary's original prayer for relief included only a request for injunctive relief.[23] In conclusion, the supreme court reversed the commonwealth court's decision.[24]

The supreme court majority began its analysis by observing that section 1101.1003 of PERA is the statutory source for a district's or school board's right to seek injunctive relief from a strike instituted by a teachers' association.[25] The court then cited *Armstrong* for the proposition that a chancellor who grants a district's request for injunctive relief from a strike under PERA also possesses the authority to require court-monitored negotiations between a teachers' association and the district's board.[26]

Next, the court recognized that Act 88, pursuant to which the Secretary filed for injunctive relief in this case, requires courts to construe together section 1101.1003 of PERA and section 11-1161-A of Act 88.[27] The majority also noted that Act 88 repealed

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23. *Id.* at 1144.

24. *Id.* at 1140.

25. *Ringgold*, 680 A.2d at 1141. Chief Justice Nix and Justice Newman did not participate in the discussion or decision. *Id.* at 1144. Justice Zappala filed a dissenting opinion, in which Justice Castille joined. *Id.*

Before commencing its analysis, the court acknowledged that the issue was now "technically" moot due to the Association's and Board's November 2, 1995 ratification of a collective bargaining agreement. *Id.* at 1140. The court declared that it should determine the issue on the merits, however, because it was one that was "capable of repetition, but likely to evade review." *Id.*

The court also denied the Secretary's motion to strike portions of the Association's brief that addressed the Chancellor's issuance of the injunction and the equivalence of the Chancellor's standards under PERA and Act 88. *Id.* at 1140, 1141. The court agreed with the Secretary's argument that the Secretary had waived those issues in the appeal to the commonwealth court, and that the waiver precluded the Association from raising the issues for the first time on appeal to the supreme court. *Id.* at 1140. Nonetheless, the court denied the Secretary's motion since the issue of the Chancellor's authority necessarily involved an analysis of the Chancellor's powers under both PERA and Act 88. *Id.* at 1141.

The term "public employer" in section 1101.1003 is defined to include both school districts and the boards of school districts. PA. STAT. ANN. tit 43, § 1101.301 (West 1991).

26. *Ringgold*, 680 A.2d at 1141. In *Armstrong*, a school district filed a complaint in equity pursuant to section 1101.1003 of PERA and requested that the chancellor enjoin a teachers' association's strike. *Armstrong*, 595 A.2d at 1140. The chancellor granted the requested relief, but made the injunction contingent upon the participation of the board and association in daily negotiations until they reached an agreement. *Id.* at 1141. In upholding the chancellor's decision, the supreme court noted that PERA does not reduce any of the powers inherent in an equity court and courts of equity retain jurisdiction for all purposes when they retain jurisdiction over a case. *Id.* at 1143.

27. *Ringgold*, 680 A.2d at 1141. Section 6 of Act 88 reads: "[PERA] is to be read *in pari materia* with the addition of Article XI-A of the [Public School Code], but [PERA] is repealed insofar as it is clearly inconsistent with the addition of Article XI-A of the Act." Historical and Statutory Notes, Section 6 of Act 1992, July 9, P.L. 403, No. 88, PA. STAT. ANN. tit. 24, § 11-1101-A (West Supp. 1996)(Historical and Statutory Notes).

any inconsistent provisions of PERA.[28] After observing that PERA provides school districts and school boards with a right to seek injunctive relief from strikes by teachers' associations and Act 88 provides the Secretary of Education with such a right, the court found the statutes to be consistent with respect to the availability of injunctive relief in strike situations.[29] Thus, Act 88 did not repeal section 1101.1003 of PERA.[30] The court then held that the Chancellor correctly ascertained the extent of her equitable powers by applying PERA case law to the Secretary's request for injunctive relief under Act 88.[31]

Turning to the issue of whether the Chancellor properly utilized the *Armstrong* decision in support of its order to the Association and Board to negotiate, the court reaffirmed the *Armstrong* holding that PERA establishes a court of equity's authority to issue injunctive relief to school boards and districts contingent upon compliance with court-imposed conditions or regulations.[32]

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28. *Ringgold*, 680 A.2d at 1141.

29. *Id.* Section 1101.1003 of PERA provides for injunctive relief if the association's strike "creates a clear and present danger or threat to the health, safety, or welfare of the public." PA. STAT. ANN. tit. 43 § 1101.1003 (West 1991). Section 11-1161-A of Act 88 provides for injunctive relief if the association's strike jeopardizes the one hundred eighty days per year of student instruction mandated by section 15-1501 of Act 88. PA. STAT. ANN. tit. 24, § 11-1161-A (West Supp. 1996).

30. *Ringgold*, 680 A.2d at 1142.

31. *Id.* at 1143. Before stating this holding, the court rejected the argument of the District and Board that the commonwealth court had properly ruled that Act 88 removed public educators from the scope of PERA, and that the removal precluded an *in pari materia* reading and construction of the two statutes. *Id.* For support, the District and Board cited *Reichley*, 626 A.2d at 125, for the proposition that Act 88 had "effectively removed" public educators from PERA's scope. *Id.* The court observed that the *Reichley* court was addressing the constitutionality of the teachers' right to strike under PERA and not whether Act 88 repealed PERA or the propriety of construing Act 88 and PERA together. *Id.* Since the *Reichley* court did not address the issue presented in *Ringgold*, the *Ringgold* majority classified the *Reichley* statement as mere *obiter dicta* and declared that the commonwealth court improperly relied upon *obiter dicta* in reaching its conclusion. *Id.* *Obiter dicta* refers to remarks "made . . . by a judge, in his decision upon a cause . . . not directly upon the question before him, or upon a point not necessarily involved in the determination of the cause." BLACK'S LAW DICTIONARY 1072 (6th ed. 1990).

32. *Ringgold*, 680 A.2d at 1143. In *Armstrong*, the Pennsylvania Supreme Court rejected the Armstrong School District's contention that PERA restricts a chancellor's powers to granting injunctive relief. *Armstrong*, 595 A.2d at 1141. The Armstrong School District had reasoned that this limitation precluded the chancellor's ability to require the Armstrong School Board and Armstrong Education Association to engage in court-monitored negotiations. *Id.* The *Armstrong* court quoted section 1101.101 of PERA for the public policy and purpose of PERA. *Id.* at 1142. This section of PERA provides that the policy is "to promote orderly and constructive relationships between all public employers and their employees subject, however, to the paramount right of the citizens of this Commonwealth to keep inviolate the guarantees for their health, safety and welfare." PA. STAT. ANN. tit. 43, § 1101.101 (West 1991). Additionally, the *Armstrong* court cited section 1101.1003 of PERA for the language setting forth that district initiated actions for equitable relief include but are not limited to "appropriate injunctions." *Armstrong*, 595 A.2d at 1142 (citing PA. STAT. ANN. tit. 43, § 1101.1003 (West 1991)).

The court then cited *Armstrong* as valid case law for the following three propositions.[33] First, in order to reach a just decision that adequately protects the interests of all parties involved in a labor dispute, an equity court retains jurisdiction for all purposes pertaining to the dispute once it retains jurisdiction over the dispute.[34] Necessarily, this power to protect the interests of all parties extends to providing relief not actually requested by the parties.[35] Second, equity courts possess an inherent power to enforce their decrees.[36] Third, the rationale that it is "just and proper" for a court of equity to make a school district's injunctive relief from a strike under PERA contingent upon the district's participation in court-monitored negotiations is equally applicable when the Secretary seeks such an injunction under Act 88.[37]

The court finally concluded that based on these valid propositions of law, the Chancellor properly ordered the Board and Association in this case to participate in court-monitored negotiations upon granting the Secretary's prayer for injunctive relief.[38] Consequently, the court reversed the order of the commonwealth court.[39]

Justice Zappala authored a dissent in *Ringgold* criticizing the majority's use of *Armstrong* to support its holding in the case.[40] Specifically, Justice Zappala distinguished the origins of Act 88 and PERA injunctive relief and concluded that the majority disregarded these differences when it analyzed *Armstrong*.[41] Moreover, the dissent argued that although the *Armstrong* court

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33. *Ringgold*, 680 A.2d at 1144.

34. *Id.*

35. *Id.*

36. *Id.*

37. *Id.* The *Armstrong* court had declared that by subjecting the parties to the duty to bargain until an agreement is reached, an equity court can balance the equities when issuing injunctive relief to a school district or school board and thus equitably resolve the entire controversy. *Armstrong*, 595 A.2d at 1143.

38. *Ringgold*, 680 A.2d at 1144.

39. *Id.*

40. *Id.* (Zappala, J., dissenting). The dissent observed that the legislature's post-*Armstrong* enactment of Act 88 changed the school board-teachers' association's collective bargaining process by imposing mandatory non-binding arbitration on the parties. *Id.* The dissent then declared that the legislature had restricted teachers' strikes by empowering the Secretary to enforce the one hundred eighty day student instruction limitation of Act 88. *Id.*

41. *Id.* at 1144-45. The origin of Act 88 injunctive relief lies with the Secretary's power to enforce the one hundred eighty day instruction limitation. *Id.* at 1144. The origin of PERA injunctive relief lies with a school board's power to request relief to end a controversy between a school district and teachers' association. *Id.* Justice Zappala reasoned that to apply *Armstrong* to both situations was to improperly treat a Secretary's request as if it was a school board's request. *Id.* at 1145. The dissent cited *Masloff v. Port Authority of Allegheny County*, 613 A.2d 1186 (Pa. 1992), for the proposition that the arbitration provisions that apply to an employer's request for injunctive relief are not

correctly applied equity principles when it forced the district seeking equitable relief in that case to "do equity," the *Ringgold* majority misapplied equity principles by forcing the co-defendants in that case to "do equity."[42]

Justice Zappala stated that the majority engaged in such misuse of equity law by relying on the powers of an equity court to overcome a mere procedural irregularity present in the Association's "Motion for Court Ordered Bargaining."[43] Justice Zappala argued that this use of equitable powers necessarily results in judicial involvement in all facets of labor controversies, regardless of how the controversies are brought before the courts.[44] Justice Zappala concluded by declaring this result as clearly inconsistent with the recognized Pennsylvania rule that courts may exercise only those equitable powers granted to them by the legislature.[45]

The Pennsylvania Legislature enacted Act 88 in order to provide an equitable solution to teacher-school board contract disputes and problems arising from teachers' strikes.[46] The legislature intended Act 88 to amend and be construed together with PERA.[47] When passing Act 88, the legislature was atten-

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applicable when a third party seeks injunctive relief for the purposes of protecting his or her own rights or interests. *Id.* at 1145.

42. *Id.* at 1145. Justice Zappala cited the equitable maxim "[h]e who seeks equity must do equity." *Id.* The maxim indicates that a party who invokes a court's equitable powers in order to be treated with "fairness, justness, and right dealing" must expect that the opposing party will also be treated in this manner. *See* BLACK'S LAW DICTIONARY 540 (6th ed. 1991).

43. *Ringgold*, 680 A.2d at 1145. Justice Zappala asserted that Pennsylvania Rule of Civil Procedure 2252(d) requires the Association to raise the issue of bargaining in its answer as new matter. *Id.* Rule 2252(d) reads:

> If the person sought to be joined is a party, the joining party shall . . . assert in his answer as new matter that such party is . . . liable to the joining party directly setting forth the ground therefor. The case shall proceed thereafter as if such party had, been joined by a writ or a complaint.

PA. R. CIV. P. 2252(d).

44. *Ringgold*, 680 A.2d at 1145.

45. *Id.*

46. 175 PA. LEGIS. J.- SENATE 46, 872 (1991). Senator Greenwood, noting his concern for the effects that bargaining impasses have on taxpayers and children, stated that a resolution of such impasses should not come at the expense of the teachers' sanctioned methods of bargaining. *Id.* Senator Reibman also called for a solution that would be "fair" to teachers, children and school boards (as representatives of the citizens and taxpayers). *Id.* at 1135.

47. *Id.* at 883, 1152; Historical and Statutory Notes, Section 6 of Act 1992, July 9, P.L. 403, No. 88, PA. STAT. ANN. tit. 24, § 11-1101-A (West Supp. 1996)(Historical and Statutory Notes). Section 6 indicates that PERA is still applicable to teachers in their capacities as public employees. PA. STAT. ANN. tit 24, § 11-1101-A (West Supp. 1996)(Historical and Statutory Notes). Section 6 reads, in pertinent part: "the Public Employe Relations Act . . . is repealed insofar as it is clearly inconsistent with the addition of Article XI-A of [Act 88]." *Id.* Section 6 requires that PERA and Act 88 be construed *in pari materia*. *Id.*

tive to the effect of conferring powers on the Secretary of Education, and, therefore, understood section 11-1161-A of Act 88 to be a vital section of Act 88.[48] The inclusion of this section, which specifies narrow grounds for the Secretary's intervention in a teachers' strike, also confirmed the Pennsylvania Commonwealth Court's prior holding in *Carroll v. New Castle Bd. of Sch. Directors*[49] that the Secretary cannot compel a school board or district to commence PERA injunctive relief proceedings.[50]

The scope of a chancellor's powers when hearing the Secretary's requests for injunctive relief under Act 88 was an issue of first impression in the Commonwealth in *Ringgold*.[51] The legis-

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Senator Greenwood indicated that Act 88 is a physical amendment to the Public School Code of 1949, but that Act 88 actually amended PERA. 175 PA. LEGIS. J. - SENATE 63, 1140 (1991). The reason for placing a PERA amendment under the School Code was to avoid creating a fear among noneducation public employees that the legislature was interfering with their collective bargaining rights. *Id.*

48. 176 PA. LEGIS. J. - SENATE 25, 1838 (1992). The state senate rejected two proposals of Senator Bortner that would have resulted in granting the Secretary the power to seek an injunction enjoining a teachers' strike. 175 PA. LEGIS. J. - SENATE 63, 1140-1143 (1991). The first proposal would have enabled the Secretary to act if a teachers' association failed to provide forty-eight hours notice before striking. *Id.* at 1140. The second proposal would have enabled the Secretary to act according to section 1101.1003 of PERA if he or she judged a teachers' strike to be creating "a clear and present danger" to public health, safety or welfare. *Id.* at 1142. After debate, the state senate rejected both proposals. *Id.* at 1142, 1143. In its final form, Act 88 included section 11-1161-A because of the detrimental impact that unchecked violations of the one hundred and eighty day instruction requirement of PA. STAT. ANN. tit. 24, § 15-1501 (West 1992) would cause. 176 PA. LEGIS. J. - SENATE 25, 1838 (1992).

49. No. 359 Misc. Dkt. 1990 (Pa. Comm. Ct. Nov. 30, 1990).

50. 175 PA. LEGIS. J. - SENATE 63, 1142 (1991). In *Carroll*, the duration of the teachers' strike precluded completion of the requisite one hundred and eighty days of instruction. Brief for Appellee, Secretary of Education at D-14, Carroll v. Ringgold Educ. Ass'n, 680 A.2d 1137 (Pa. 1996). As a result, the Secretary sought a writ of mandamus compelling the school board to commence an equity action under PERA seeking to enjoin the strike. *Id.* at D-10. The commonwealth court denied the Secretary's request because writs of mandamus cannot be used to force a party to take discretionary actions, and the maintenance of an action in equity necessarily entails discretion. *Id.* at D-21. A "writ of mandamus" is:

> [A] writ . . . which issues from a court of superior jurisdiction, and is directed to a private or municipal corporation, or any of its officers, or to an executive, administrative or judicial officer, or to an inferior court, commanding the performance of a particular act therein specified, and belonging to his or their public, official, or ministerial duty, or directing the restoration of the complainant to rights or privileges of which he has been illegally deprived.

BLACK'S LAW DICTIONARY 961 (6th ed. 1990).

51. There have been common pleas court decisions in which the Secretary has acted pursuant to Act 88 and requested an injunction enjoining a teachers' strike, and these decisions have included grants of relief without orders for court-monitored negotiations as well as grants of relief with such orders. *Compare* Carroll v. Center Area Educ. Ass'n, No. 10882-1994, slip op. at 1 (Beaver Co. C.P., May 16, 1994) in Brief for Appellee, Secretary of Education at D-5, Carroll v. Ringgold Educ. Ass'n, 680 A.2d 1137 (Pa. 1996) *with* Carroll v. Bethlehem-Center Educ. Ass'n, No. 95-232 (Wash. Co. C.P., Jan. 21, 1994) in Brief of Amicus Curiae, Pennsylvania Educ. Ass'n at Appendix D, Carroll v. Ringgold, 680 A.2d 1137 (Pa. 1996).

lature's requirement that Act 88 and PERA be construed together, however, rendered PERA case law pertaining to the scope of a chancellor's powers upon hearing a school board's request to enjoin a teachers' strike applicable to this issue.[52]

One case involving the issue of the scope of a chancellor's powers under PERA was *Armstrong Sch. Dist. v. Armstrong Educ. Ass'n.*[53] In *Armstrong*, the Pennsylvania Supreme Court defined a chancellor's powers as they apply to equity actions brought under PERA by school districts.[54] The issue confronting the *Armstrong* court was whether a chancellor could require a school board and teachers' association to attend court-monitored negotiations when the chancellor had granted the school district's PERA request to enjoin the teachers' strike.[55]

The *Armstrong* court began its analysis by recognizing that the Pennsylvania Legislature grants and limits the powers that equity courts may exercise.[56] The *Armstrong* court stated, however, that basic principles of equity are also determinative of the courts' powers insofar as the powers are consistent with the policy underlying a legislative grant of powers.[57]

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52. *See* PA. STAT. ANN. tit. 24, § 11-1101-A (West Supp. 1996). *See, e.g.*, Commonwealth v. Philadelphia Elec. Co., 372 A.2d 815 (Pa. 1977)(holding that Public Utility Realty Tax Act ("PURTA") and county assessment laws are to be read *in pari materia*, and applying county assessment case law to an interpretation of PURTA).

53. 595 A.2d 1139 (Pa. 1995).

54. *Armstrong*, 595 A.2d at 1139.

55. *Id.* at 1140.

56. *Id.* at 1141. The fact that the legislature is the sole grantor of equity powers is well recognized. Penn Anthracite Mining Co. v. Anthracite Miners of Pa., 18 A. 291, 293-95 (Pa. 1935)(analyzing pre-Revolution origins of legislature's authority to grant and limit equity powers). *See also* Calabrese v. Collier Twp. Mun. Auth., 240 A.2d 544, 547 (Pa. 1968)(stating that "the extent to which a court of common pleas may exercise . . . chancery powers lies within the control of the legislature").

57. *Armstrong,* 595 A.2d at 1141-42. The policy underlying PERA is stated in section 1101.101, which provides as follows:

> The General Assembly of the Commonwealth of Pennsylvania declares that it is the public policy of this Commonwealth and the purpose of this act to promote orderly and constructive relationships between all public employers and their employes subject, however, to the paramount right of the citizens of this Commonwealth to keep inviolate the guarantees for their health, safety and welfare. Unresolved disputes between the public employer and its employes are injurious to the public and the General Assembly is therefore aware that adequate means must be established for minimizing them and providing for their resolution. Within the limitations imposed upon the governmental processes by these rights of the public at large and recognizing that harmonious relationships are required between the public employer and its employes, the General Assembly had determined that the overall policy may best be accomplished by (1) granting the public employes the right to organize and choose freely their representatives; (2) requiring public employers to negotiate and bargain with employe organizations representing public employes and to enter into written agreements evidencing the result of such bargaining; and (3) establishing procedures to provide for the protection of the rights of the public employe, the public employer and the public at large.

PA. STAT. ANN. tit. 43, § 1101.101 (West 1991).

The *Armstrong* court then analyzed the language of PERA and principles of equity.[58] The court observed the plain language of section 1101.1003 of PERA[59] and concluded that the legislature, in enacting PERA, had clearly considered labor disputes in which an injunction, by itself, would not sufficiently promote public employer-employee relationships that would be conducive to settling the labor disputes.[60] The court then declared that equity courts have an inherent power to enforce their own decrees.[61] The court noted that such inherent power necessarily extends to enforcement of injunctions and the issuance of orders for carrying decrees into effect.[62]

Citing a second principle of equity, the *Armstrong* court noted that a chancery court has power to retain jurisdiction for all purposes of a dispute once it first retains jurisdiction over that dispute.[63] The court stated that chancery courts have a duty to balance the equities for the entire dispute, and the duty in the *Armstrong* case necessarily extended to ordering the negotiating parties to hold bargaining sessions.[64] The court's analysis of PERA and equitable principles concluded with the court's observation that PERA is devoid of any explicit legislative directive mandating a restriction on a chancery court's jurisdiction.[65] Moreover, the court stated that such a restriction may not be implied.[66] The *Armstrong* court declared that it was "particularly just and proper" for courts of equity to ensure that districts enjoining teachers' strikes bargain with the teachers, and concluded that the chancellor has the power to order court-moni-

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58. *Armstrong*, 595 A.2d at 1142-44.

59. Section 1101.1003 of PERA expressly grants equity courts the power to decree "equitable relief including but not limited to appropriate injunctions." PA. STAT. ANN. tit. 43, § 1101.1003 (West 1991). The supreme court interpreted this language to mean that equity courts can impose conditions and regulations on any granted injunctions. *Armstrong*, 595 A.2d at 1142.

60. *Armstrong*, 595 A.2d at 1142. The court noted that reading section 1101.1003 of PERA as restricting a chancellor's powers was "absurd, unreasonable, and in contradiction to well established principles of statutory construction." *Id.* at 1142.

61. *Id.* The court reasoned that without power to enforce its decrees, an equity court would be useless. *Id.* at 1142.

62. *Id.* at 1143.

63. *Id.* The court cited *Piercing Pagoda, Inc. v. Hoffner*, 351 A.2d 207 (Pa. 1976) for its holding: "[w]here equity assumes jurisdiction for one or more purposes, it will retain jurisdiction for all purposes to give complete relief and to do complete justice between the parties. This may include an award of equitable relief not covered by the original prayer." *Id.* (citing *Piercing Pagoda*, 351 A.2d at 213).

64. *Id.*

65. *Armstrong*, 595 A.2d at 1144.

66. *Id.*

tored negotiations between the school board and teachers' association.[67]

School districts, their duly elected school boards and teachers associations have long embroiled Pennsylvania communities in bitter contract disputes that frequently impair the welfare of all concerned parties.[68] In recognition of this fact, the Pennsylvania Legislature enacted Act 88, the legislative history of which clearly indicates the legislature's intent to employ means that effectively resolve such contract disputes without impairing the collective bargaining rights of public school educators.[69]

In resolving the labor dispute in *Ringgold*, the supreme court properly precluded impairment of the teachers' collective bargaining rights by following the dictate of Act 88[70] to construe section 11-1161-A of that act together with section 1101.1003 of PERA, and apply PERA case law to Act 88. Additionally, by following *Armstrong* and recognizing that Pennsylvania equity principles apply to the *Ringgold* case, the court avoided the inequitable result of allowing a school board to abdicate its responsibility under PERA and avoid court-monitored negotiations simply by waiting for the Secretary of Education to bring an Act 88 equity proceeding.[71] This anomalous result would have been entirely inconsistent with the legislative intent of Act 88 as well as the express public policy underlying PERA, the statute that Act 88 amended.[72]

PERA's public policy provision acknowledges society's need for constructive and harmonious relationships between public educators and school boards.[73] The legislative history of Act 88 also indicates the legislature's keen awareness of the need to be fair to educators and school boards.[74] When contract negotiations

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67. *Id.* at 1140, 1143, 1144.

68. 175 PA. LEGIS. J. - SENATE 46, 872 (1991).

69. *See, e.g.*, 175 PA. LEGIS. J. - SENATE 46, 872 (1991) (Senator Greenwood stated that the methods chosen to resolve teachers' labor disputes should not "deprive [Pennsylvania's] valued educators of the means to bargain for fair and reasonable wages").

70. Section 6 of the Historical and Statutory Notes of Act 88 reads: "[PERA] is to be read *in pari materia* with the addition of Article XI-A of the [Public School Code]. . . ." Section 6 of Act 1992, July 9, P.L. 403, No. 88, PA. STAT. ANN. tit. 24, § 11-1101-A (West Supp. 1996)(Historical and Statutory Notes).

71. Perhaps significantly, PERA and Act 88 standards differ dramatically as to what is required of the party commencing the action. PERA requires a party to show the existence of "a clear and present danger" to public health, safety or welfare, whereas Act 88 requires a party to show only the one hundred eighty day instruction requirement is in jeopardy. PA. STAT. ANN. tit. 43, § 1101.1003 (West 1991); PA. STAT. ANN. tit. 24, § 11-1161-A (West Supp. 1996).

72. *See supra* note 57 for the policy underlying PERA.

73. PA. STAT. ANN. tit. 43, § 1101.101 (West 1991).

74. 175 PA. LEGIS. J. - SENATE 46, 1135 (1991). Senator Reibman stated that the solution to the issue of school strikes had to be fair to the educators, school boards, and

between such parties reach an impasse, educator-board relations are already strained. To enable the Secretary of Education to unilaterally end a teachers' strike, without a court order mandating the educators and school board to negotiate, would be to intensify these strained relations. Clearly, the school board would have no incentive to bargain with a teachers' association that has lost its most effective method of asserting its collective bargaining rights. Additionally, the resulting lack of negotiations cannot realistically be perceived as conducive to constructive, harmonious and fair relationships between school boards and educators.

Instead of choosing a course counterproductive to constructive and harmonious relationships, the *Ringgold* court chose to reconcile the statutory rights of all parties. The court's holding that a chancellor may settle a contract controversy, regardless of whether the Secretary of Education, school district or school board originates the suit, ensures that a neutral tribunal will safeguard the statutory rights of all parties involved without unduly impairing the educators' collective bargaining rights.[75]

In conclusion, *Ringgold* is a correct and appropriate decision that necessarily follows from construing and applying Act 88 and PERA together and applying *Armstrong* to the facts of *Ringgold*. The decision is a manifestation of the legislature's express intent that courts resolve contract disputes between school districts, school boards and teachers' associations without impairing the associations' right to bargain collectively. Any contrary holding

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children of the Commonwealth. *Id.* Senator Greenwood also declared his concern for the Commonwealth's teachers and children. *Id.* at 872.

75. The dissent's use of *Masloff v. Port Authority of Allegheny County*, 613 A.2d 1186 (Pa. 1992), was misplaced. In *Masloff*, a transit local union engaged in a legal strike that the City of Pittsburgh sought to end. *Id.* at 1187. The Port Authority Act, PA. STAT. ANN. tit. 55, § 563.2 (1996), however, precluded any party other than the Port Authority from enjoining local union strikes. *Id.* at 1189. The Act also required the Port Authority and striking local union to engage in binding arbitration if the Port Authority enjoined a local union's strike. *Id.* at 1192. In holding that the statutory restriction on parties with standing to enjoin a strike was unconstitutional, the *Masloff* court did not order the Port Authority and striking local into binding arbitration. *Id.* at 1192. The *Masloff* court reasoned that the legislature's intent with respect to binding arbitration was predicated on the legislature's understanding that the Port Authority would be the only party able to enjoin a strike. *Id.* at 1992. Since *Masloff* involved a party not covered by the applicable statute, the court refused to infer that the legislature's intent would remain the same. *Id.* at 1192.

Ringgold differs from *Masloff* in that the Secretary of Education in *Ringgold* had statutory standing to enjoin strikes under section 11-1161-A of Act 88. PA. STAT. ANN. tit. 24, § 11-1161-A (West Supp. 1996). Furthermore, Act 88 expresses the legislature's intent for courts to read Act 88 and PERA *in pari materia*. *See* Section 6 of Act 1992, July 9, P.L. 403, No. 88, PA. STAT. ANN. tit. 24, § 11-1101-A (West Supp. 1996)(Historical and Statutory Notes). Thus, unlike the *Masloff* court, the *Ringgold* court was not involved in the divination of legislative intent.

by the court would have only further alienated the parties involved and resulted in more suffering by those who have the greatest interest at risk in labor disputes: the children of the Commonwealth.

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