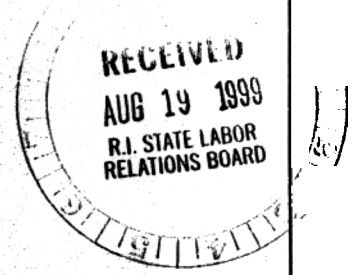


STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

KENT, Sc.

SUPERIOR COURT



EXETER-WEST GREENWICH)
REGIONAL SCHOOL DISTRICT)

VS.)

99-3040

RHODE ISLAND STATE LABOR)
RELATIONS BOARD)

BENCH DECISION

HEARD BEFORE

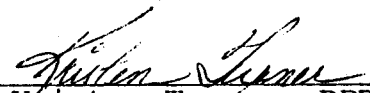
THE HONORABLE JUSTICE PATRICIA HURST

FRIDAY, AUGUST 6, 1999

KRISTEN TURNER, RPR
COURT REPORTER

C E R T I F I C A T I O N

I, Kristen Turner, hereby certify that the
succeeding pages 1 through 5, inclusive, are a true and
accurate transcript of my stenographic notes.



Kristen Turner, RPR
Court Reporter

FRIDAY, AUGUST 6, 1999

AFTERNOON SESSION

0 THE COURT: On the matter of Exeter-West Greenwich
11 Regional School District vs. the Rhode Island State
Labor Relations Board, 99-3040. The case is before the
Court for the Court's ruling on an administrative
1 appeal. The appeal is one taken by the Exeter-West
Greenwich School District to a decision of the Rhode
Island State Labor Relations Board. The Board found the
District to have committed unfair labor practices when
it failed to bargain with the union concerning
conducting a certain grievance hearing in open session.
At issue was the Board's exercise of its discretion
conferred by the Open Meetings Act, when it heard a
grievance in open session after having previously heard
other grievances in closed sessions.

The scope of this Court's review is well settled
and set forth in the statute. The Court will not repeat
it here. Suffice it to say the Court agrees with the
parties concerning the applicable law that is applicable
to the standard of review here. The issue raised by the
Court -- sorry -- the issue raised by the pleadings and
the parties is one of law. The facts and the record are
not in dispute. The question is whether the Board erred
when it concluded the School District should bargain.

over the question of its statutorily conferred discretion under the Open Meetings Law.

There is no question that the School District is subject to the Open Meetings Law. The State law is that all meetings should be open meetings of public bodies, that is, the only exemptions are matters pertaining to collective bargaining. An individual employee's grievance over his or her job is only tangentially related to collective bargaining. Matters relating to collective bargaining under the Open Meetings Act can, reasonably, only mean matters having to do with such things as contract negotiations, et cetera. To stretch the language of the Act to include matters which arise independently of the collective bargaining process, but which are effected by it, it seems absurd.

Arguably, then, the Act would require a large percentage of a School Committees business to be conducted in closed session. The overall objective of the Act is to open the decision making process to the public's scrutiny.

For purposes of this appeal, however, the Court will assume that the particular grievance at issue was sufficiently connected to collective bargaining so as to permit the Board to exercise its discretion in closing the meeting if it found the need for closure outweighed

the public's interest in observing the particulars of the Board's process.

1 The Collective Bargaining Agreement contains the
2 union's and the district's chosen method of dispute
3 resolution. That is a grievance procedure culminating
4 in a hearing before the full Board. While few
5 grievances reach that level, that process is an option
6 under the contract. The complaint here is over the
7 concomitant of the highest level of the process, that
8 is, that the chosen forum is required by law to exercise
9 discretion in eliminating the public's right to observe
10 the proceedings.
11

12 Having reviewed the parties memoranda and having
13 considered the language of the Open Meetings Laws as
14 well as the legislative purpose behind the Open Meetings
15 Act, the Court concludes that the Labor Board erred when
16 it required the District to bargain over and potentially
bargain away its right and obligation to exercise
discretion in balancing the public's right to know
against the need for closure of the meeting.

It is well settled in this jurisdiction that
collective bargaining agreements cannot abrogate state
law. Even had the District engaged in collective
bargaining over this issue, its agreement would have
been meaningless in the face of the public's rights

under the Open Meetings Act. As a matter of law, the District could not have violated the Labor Relations Act for refusing to bargain over something it cannot legally bargain over. Furthermore, the openness of the last level of the grievance process has indeed been bargained over. The union's chosen forum for airing a grievance was a public meeting which can only be closed if the need for closure outweighs the need of the public's right to know. The Open Meetings Act was in place when the contract was negotiated. The bargaining process implicitly embraced the issue.

The Labor Board's decision is reversed. The appeal of the District is sustained. Both parties have also requested declaratory relief. The Court, accordingly, obliges them and declares that the discretion vested in a public body subject to the Open Meetings Act to weigh and balance the need for closure of a meeting against the parties and the public's interest in having the meeting open is not and cannot be the subject of collective bargaining.

Judgment is for the School District on both counts of the complaint.

The attorneys for the parties are not here. They have been excused from attendance. I have informed them that because I gave short notice of this bench decision

not need to appear and they could present
final judgment at some later point.

nt recessed at 3:30 p.m.)

A D J O U R N E D

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