

# **Bond Case Briefs**

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## **COLLECTIVE BARGAINING - VERMONT**

### **Negotiations Committee of Caledonia Central Supervisory Union v. Caledonia Central Education Association**

**Supreme Court of Vermont - February 23, 2018 - A.3d - 2018 WL 1026170 - 210 L.R.R.M. (BNA) 3453 - 2018 VT 18**

School board negotiations committee brought declaratory judgment action against labor union chapter, alleging that under Open Meeting Law, committee was required to hold collective bargaining negotiation meetings in public, rather than in executive sessions.

The Superior Court granted labor union chapter's motion to dismiss for lack of subject matter jurisdiction, and committee appealed.

The Supreme Court of Vermont held that:

- The trial court had jurisdiction to hear the parties' claims, and
- Collective bargaining negotiations between school board negotiations committee and labor union were not "meetings" under the Open Meeting Law.

Trial court had jurisdiction to hear declaratory judgment action brought by school board negotiations committee against labor union, arguing that labor negotiations were meetings under the Open Meeting Law that had to be held in open session, because the issue was ripe, in that the parties' positions were concrete, clear, and adverse, and squarely raised the applicability of the Law, which was within the purview of the court.

Collective bargaining negotiations between school board negotiations committee and labor union were not "meetings" under the Open Meeting Law, and thus, were not required to be open to the public; while school board was a public body, and as such, committee meetings were subject to the Open Meeting Law and negotiations between a school board committee and a labor union were not expressly listed in the Open Meeting Law exemption, labor negotiations require joint participation from parties in equal bargaining positions, and if negotiations were construed as "meetings" the committee would have unilateral authority to determine when and if executive sessions would occur and who could attend, upending any intended parity of bilateral negotiation.