

STATE OF RHODE ISLAND

PROVIDENCE, SC.

SUPERIOR COURT

(FILED: March 25, 2022)

TOWN OF BARRINGTON; TOWN OF :
BRISTOL; TOWN OF BURRILLVILLE; :
TOWN OF CHARLESTOWN; CITY OF :
CRANSTON; TOWN OF EAST GREENWICH; :
TOWN OF LINCOLN; TOWN OF LITTLE :
COMPTON; TOWN OF NORTH :
KINGSTOWN; TOWN OF NORTH :
PROVIDENCE; TOWN OF NORTH :
SMITHFIELD; CITY OF PAWTUCKET; :
CITY OF PROVIDENCE; TOWN OF :
SMITHFIELD; CITY OF WOONSOCKET; :
TOWN OF COVENTRY; TOWN OF :
CUMBERLAND; TOWN OF GLOCESTER; :
and TOWN OF WEST GREENWICH, :
Plaintiffs, :

v. :

C.A. No. PC-2019-10870

STATE OF RHODE ISLAND; GINA M. :
RAIMONDO, IN HER OFFICIAL CAPACITY :
AS GOVERNOR OF THE STATE OF RHODE :
ISLAND; NICHOLAS A. MATTIELLO, IN HIS :
OFFICIAL CAPACITY AS SPEAKER OF :
THE RHODE ISLAND HOUSE OF :
REPRESENTATIVES; DOMINICK J. :
RUGGERIO, IN HIS OFFICIAL CAPACITY :
AS PRESIDENT OF THE RHODE ISLAND :
SENATE, :
Defendants, :

v. :

BARRINGTON SCHOOL COMMITTEE; :
IBPO, LOCAL #555; USW, AFL-CIO-CLC, :
LOCAL #14845; USW, AFL-CIO-CLC, :
LOCAL #14845-01; NEARI, LOCAL #868; :
NEARI, LOCAL #801; BRISTOL WARREN :
REGIONAL SCHOOL COMMITTEE; :
SCHOOL COMMITTEE; UNITED :
STEELWORKERS, AFL-CIO, CLC ON :

BEHALF OF LOCAL UNION #14845; RI :
 COUNCIL 94, AFSCME, AFL-CIO ON :
 BEHALF OF THE BRISTOL SEWER :
 EMPLOYEES, LOCAL 1853; BRISTOL :
 WARREN EDUCATIONAL ASSOCIATION :
 LOCAL 802/NEARI/NEA; BURRILLVILLE :
 SCHOOL COMMITTEE; RI COUNCIL 94, :
 AFCSME, AFL-CIO ON BEHALF OF :
 BURRILLVILLE TOWN EMPLOYEES, :
 LOCAL 186; BURRILLVILLE TEACHERS' :
 ASSOCIATION; RI COUNCIL 94, :
 AFSCME, AFL-CIO LOCAL 1627; :
 CHARIHO REGIONAL SCHOOL :
 DISTRICT; TEAMSTERS LOCAL 251; :
 CHARLESTOWN PROFESSIONAL :
 MANAGEMENT ASSOCIATION; RI :
 LABORERS' DISTRICT COUNCIL, :
 LOCAL UNION 808; NEA CHARIHO; NEA :
 CHARIHO EDUCATIONAL SUPPORT :
 PROFESSIONALS; CRANSTON SCHOOL :
 BOARD; CRANSTON TEACHERS' :
 ALLIANCE LOCAL 1704, AFT; THE :
 CRANSTON TEACHERS' ALLIANCE :
 LOCAL 1704, AFT PARAPROFESSIONAL :
 UNIT; LOCAL UNION 1322 BUS :
 DRIVERS UNIT, TRADESPEOPLE AND :
 MECHANIC UNITS OF THE LABORERS' :
 INTERNATIONAL UNION OF NORTH :
 AMERICA AFL-CIO; RI COUNCIL 94, :
 AFSCME, AFL-CIO ON BEHALF OF THE :
 CRANSTON PUBLIC SCHOOL :
 EMPLOYEES, LOCAL 2044; NAGE :
 LOCAL RI 153 CUSTODIAN UNIT; :
 LABORERS INTERNATIONAL LOCAL :
 1322; TEAMSTERS LOCAL 251; EAST :
 GREENWICH SCHOOL COMMITTEE; :
 EAST GREENWICH MUNICIPAL :
 EMPLOYEE'S ASSOCIATION NEARI; RI :
 LABORERS' DISTRICT COUNCIL ON :
 BEHALF OF LOCAL UNION 1322 OF THE :
 LABORER' S INTERNATIONAL UNION :
 OF NORTH AMERICA, AFL-CIO; EAST :
 GREENWICH EDUCATION :
 ASSOCIATION/NEARI/NEA; LINCOLN :
 SCHOOL COMMITTEE; RHODE ISLAND :
 LABORERS' DISTRICT COUNCIL ON :

BEHALF OF LOCAL UNION 1033;	:
RHODE ISLAND LABORERS' DISTRICT	:
COUNCIL ON BEHALF OF PUBLIC	:
EMPLOYEES' LOCAL UNION 1033;	:
LINCOLN TEACHERS' ASSOCIATION,	:
LOCAL 1461, AMERICAN FEDERATION	:
OF TEACHERS, AFL-CIO; RI COUNCIL	:
94, AFSCME, AFL-CIO, ON BEHALF OF	:
LOCAL 2671; LITTLE COMPTON	:
SCHOOL COMMITTEE; MUNI	:
EMPLOYEES ASSN NEARI 860;	:
EDUCATION SUPPORT PERSONNEL	:
NEARI; LITTLE COMPTON TEACHERS'	:
ASSOCIATION NEARI; NORTH	:
KINGSTOWN SCHOOL COMMITTEE; RI	:
LABORERS' DISTRICT COUNCIL ON	:
BEHALF OF PUBLIC SERVICE	:
EMPLOYEES' LOCAL UNION 1033 OF	:
THE LABORER'S INTERNATIONAL	:
UNION OF NORTH AMERICA, AFL-CIO;	:
NATIONAL EDUCATION ASSOCIATION	:
OF NORTH KINGSTOWN; NORTH	:
PROVIDENCE SCHOOL COMMITTEE; RI	:
COUNCIL 94, AFSCME, AFL-CIO; RI	:
LABORERS' DISTRICT COUNCIL ON	:
BEHALF OF PUBLIC EMPLOYEES'	:
LOCAL UNION 1033 AFFILIATE OF THE	:
LABORERS' INTERNATIONAL UNION	:
OF NORTH AMERICA; LOCAL 920	:
AMERICAN FEDERATION OF	:
TEACHERS; LOCAL 2435 NORTH	:
PROVIDENCE EDUCATIONAL	:
WORKERS; LOCAL 1033	:
PARAPROFESSIONALS; NORTH	:
SMITHFIELD SCHOOL COMMITTEE; RI	:
COUNCIL 94, AFCSME, AFL-CIO ON	:
BEHALF OF THE NORTH SMITHFIELD	:
TOWN EMPLOYEES LOCAL 937; NORTH	:
SMITHFIELD TEACHER'S	:
ASSOCIATION; PAWTUCKET SCHOOL	:
COMMITTEE; RI COUNCIL 94, AFSCME,	:
AFL-CIO LOCAL 1012; PAWTUCKET	:
TEACHERS ALLIANCE, LOCAL 930, AFT,	:
AFL-CIO; PROVIDENCE SCHOOL	:
BOARD; RI LABORERS' DISTRICT	:
COUNCIL ON BEHALF OF THE PUBLIC	:

SERVICE EMPLOYEES, LOCAL UNION :
 1033; PROVIDENCE TEACHER’S UNION, :
 AFT LOCAL 958; RI LABORERS’ :
 DISTRICT COUNCIL; RI COUNCIL 94, :
 AFSCME, LOCAL 1339; SMITHFIELD :
 SCHOOL COMMITTEE; RI LABORERS’ :
 DISTRICT COUNCIL ON BEHALF OF :
 LOCAL UNION 1217 AFFILIATE OF THE :
 LABORER’S INTERNATIONAL UNION :
 OF NORTH AMERICA, AFL-CIO; NEA :
 SMITHFIELD; WOONSOCKET SCHOOL :
 COMMITTEE; RI COUNCIL 94, AFSCME, :
 AFL-CIO LOCAL 670; WOONSOCKET :
 TEACHERS GUILD, LOCAL 951, AFT, :
 AFL-CIO; COVENTRY SCHOOL :
 COMMITTEE; RI COUNCIL 94, AFSCME, :
 LOCAL 3484; COVENTRY TEACHERS’ :
 ALLIANCE, LOCAL 1075, AMERICAN :
 FEDERATION OF TEACHERS, AFL-CIO; :
 CUMBERLAND SCHOOL COMMITTEE; :
 CUMBERLAND TOWN EMPLOYEES :
 UNION; CUMBERLAND TEACHERS’ :
 ASSOCIATION; GLOCESTER SCHOOL :
 COMMITTEE; FOSTER-GLOCESTER :
 REGIONAL SCHOOL DISTRICT SCHOOL :
 COMMITTEE; RI LABORERS’ DISTRICT :
 COUNCIL ON BEHALF OF LOCAL :
 UNION 1322 OF THE LABORERS’ :
 INTERNATIONAL UNION OF NORTH :
 AMERICA, AFL-CIO; GLOCESTER :
 TEACHERS’ ASSOCIATION LOCAL 813 :
 NEARI/NEA; NEA-PONAGANSET; :
 EXETER-WEST GREENWICH REGIONAL :
 SCHOOL DISTRICT SCHOOL :
 COMMITTEE; EXETER-WEST :
 GREENWICH TEACHERS’ :
 ASSOCIATION, NEARI/NEA; and RI :
 LABORERS’ DISTRICT COUNCIL ON :
 BEHALF OF LOCAL UNION 1322 OF THE :
 LABORERS’ INTERNATIONAL UNION :
 OF NORTH AMERICA, AFL-CIO, :

Defendants.

DECISION

LANPHEAR, J. Before this Court are seven Motions to Dismiss and one Motion for Entry of Judgment on the Pleadings by Defendants. This Court heard all motions on November 16, 2021. Defendants consist of ninety-six parties, including school committees, school boards, teachers' associations, teachers' unions, municipal employees' unions, and the State of Rhode Island. Plaintiffs consist of nineteen parties, all of which are municipalities of the State of Rhode Island. Plaintiffs object to the Motions to Dismiss and Motion for Entry of Judgment on the Pleadings. This Court has jurisdiction pursuant to G.L. 1956 §§ 8-2-13, 8-2-14, and 9-30-1, as well as Rules 12(b)(1), 12(b)(6), and 12(c) of the Superior Court Rules of Civil Procedure.

I

Facts and Travel

In 2019, five Representatives of the House proposed bill H 5437A, which provided that all terms and conditions in schoolteachers' and municipal employees' collective bargaining agreements (CBAs) shall remain in effect after expiration while the parties are engaged in negotiations until a successor agreement is reached. (Am. Compl. ¶ 117.) A similar bill, S 0512A, originated in the Senate. *Id.* ¶ 118. On May 14, 2019, Governor Raimondo signed both H 5437A and S 0512A into law as P.L. 2019, ch. 15 and ch. 16. *Id.* ¶ 131. Public Law 2019, chapters 15 and 16 effectively amended G.L. 1956 §§ 28-9.3-12 and 28-9.4-13. Section 28-9.3-12 follows:

“While the parties are engaged in negotiations and/or utilizing the dispute resolution process as required in § 28-9.3-9, all terms and conditions in the collective bargaining agreement shall remain in effect. The decision of the arbitrators shall be made public and shall be binding on the certified public school teachers and their representative and the school committee on all matters not involving the expenditure of money. Should either party reject the non-binding matters in the decision of the arbitrators, the binding

matters shall be implemented. Following the conclusion of the dispute resolution process as required in § 28-9.3-9, should the parties still be unable to reach agreement, all contractual provisions related to wages and benefits contained in the collective bargaining agreement, except for any contractual provisions that limit layoffs, shall continue as agreed to in the expired collective bargaining agreement until such time as a successor agreement has been reached between the parties.” Section 28-9.3-12 (new language in italics).

Section 28-9.4-13(a) states:

“(a) While the parties are engaged in negotiations and/or utilizing the dispute resolution process as required in § 28-9.4-10, all terms and conditions in the collective bargaining agreement shall remain in effect. The decision of the arbitrators shall be made public and shall be binding upon the municipal employees in the appropriate bargaining unit and their representative and the municipal employer on all matters not involving the expenditure of money. Should either party reject the nonbinding matters in the decision of the arbitrators, the binding matters shall be implemented. Following the conclusion of the dispute resolution process as required in § 28-9.4-10, should the parties still be unable to reach agreement, all contractual provisions related to wages and benefits contained in the collective bargaining agreement, except for any contractual provisions that limit layoffs, shall continue as agreed to in the expired collective bargaining agreement until such time as a successor agreement has been reached between the parties.” Section 28-9.4-13 (new language in italics).

Section 28-9.3-12 and 28-9.4-13 are commonly known as the “Lifetime Contracts Law,” as the amended language dictates that the terms and conditions, including wages and benefits, of CBAs with teachers’ unions and municipal employees’ unions shall remain in effect after the expiration of a contract while the parties are engaged in negotiations. See §§ 28-9.3-12, 28-9.4-13. If the parties are unable to reach an agreement following the dispute resolution process outlined in §§ 28-9.3-9 and 28-9.4-10,¹ only the wage and benefit terms (but not the layoff provisions) of the expired CBAs will continue until a successor agreement is reached. See §§ 28-9.3-12, 28-9.4-13.

¹ Under § 28-9.3-9, if the negotiating agent and school committee are unable to reach an agreement on a contract, the parties may request mediation and conciliation upon any unresolved issues.

The original Plaintiffs are nineteen municipal corporations² organized under article 13 of the Rhode Island Constitution and claim that §§ 28-9.3-12 and 28-9.4-13 unconstitutionally provide for the extension of two types of contracts after such contracts have expired; namely, CBAs with teachers and municipal employees. (Am. Compl. ¶¶ 4-22.) Plaintiffs originally filed suit seeking a declaratory judgment and injunctive relief against the State of Rhode Island and various State officials, claiming that the recent amendments to §§ 28-9.3-12 and 28-9.4-13 violated the Contracts Clause and home rule provisions of the Rhode Island Constitution. (Compl. ¶ 1, Nov. 12, 2019.)

On February 11, 2020, Defendant State of Rhode Island filed a Motion to Dismiss the original Complaint in this matter pursuant to Rules 12(b)(1), 12(b)(6), and 12(b)(7) for: (1) failure to join indispensable parties, namely teachers' and municipal employees' unions; (2) ripeness; (3) failure to state a claim upon which relief can be granted for violation of the Rhode Island Constitution's Contract Clause; and (4) failure to state a claim upon which relief can be granted for a violation of the Rhode Island Constitution's home rule provisions. (State's Mot. to Dismiss 1-2, Feb. 11, 2020.) A trial justice of the Superior Court heard the State's February 11, 2020 Motion to Dismiss and took the matter under advisement until December 16, 2020, when the court issued a Bench Decision. The trial justice ruled: (1) the Defendant's Motion to Dismiss on ripeness was denied; (2) the Defendant's Motion to Dismiss for failure to state a claim on Count I was denied; (3) the Defendant's Motion to Dismiss for failure to state a claim on Count II was denied;

Section 28-9.3-9. If mediation and conciliation fail, the parties may submit the unresolved issues to arbitration. *Id.* Section 28-9.4-10 sets forth the same procedures. Section 28-9.4-10.

² Town of Barrington, Town of Bristol, Town of Burrillville, Town of Charlestown, City of Cranston, Town of East Greenwich, Town of Lincoln, Town of Little Compton, Town of North Kingstown, Town of North Providence, Town of North Smithfield, City of Pawtucket, City of Providence, Town of Smithfield, City of Woonsocket, Town of Coventry, Town of Cumberland, Town of Gloucester, and Town of West Greenwich.

and (4) the Defendant’s Motion to Dismiss for failure to join indispensable parties was conditionally granted. (Order, Apr. 15, 2021, McGuirl, J.) The trial justice permitted Plaintiffs to amend their Complaint, joining the relevant teachers’ and municipal employees’ unions and school committees. *Id.* On February 1, 2021, Plaintiffs filed an Amended Complaint, naming certain school committees and teachers’ and municipal employees’ unions as indispensable parties. (Am. Compl. ¶¶ 28-47.)

Count I of the Amended Complaint alleges a Contract Clause violation—that “[t]he 2019 Lifetime Contracts Law violates the Rhode Island Constitution’s Contract Clause, which prevents the State from enacting laws ‘impairing the obligation of contracts.’ R.I. Constitution Art. I, § 12.” (Am. Compl. ¶ 139.) Plaintiffs allege the Lifetime Contracts Law “substantially impairs the collective bargaining agreements between Plaintiffs and teachers’ and municipal employees’ unions by forcefully extending its terms indefinitely.” *Id.* ¶ 141. Count II of the Amended Complaint alleges a violation of the home rule provisions of the Rhode Island Constitution. *Id.* ¶ 145. Plaintiffs allege that the “Lifetime Contracts Law does not apply equally to all cities or towns because it impacts each municipality differently.” *Id.* ¶ 149.

Plaintiffs request declaratory judgment pursuant to § 9-30-1, “declaring that Public Law 2019, chapters 15 and 16 violates the Contract Clause and Home Rule Provision of the Rhode Island Constitution.” *Id.* at 28. Plaintiffs also request a preliminary and permanent injunction against Defendants, prohibiting the enforcement of P.L. 2019, ch. 15 and ch. 16. *Id.* Further, Plaintiffs request attorneys’ fees and costs. *Id.*

In Rhode Island, no state agency is permitted to enter into a contract that provides for a term of more than three years. G.L. 1956 § 36-16-1. Section 36-16-1 provides, in pertinent part:

“No state agency, department of government, commission, board, authority, public corporation, governmental or quasi-governmental

body, autonomous or otherwise, which is created by authority of the general assembly, executive order, or state law, shall enter into any contract or agreement with any individual, firm, or partnership which provides for any of the following upon termination of employment . . . a contract term in excess of three (3) years.”
Section 36-16-1.

Therefore, all the CBAs in question have a term of three years or less. At the time Plaintiffs filed the Amended Complaint in February 2021, all existing CBAs were set to expire between June 2019 and August 2022, after the enactment of the Lifetime Contracts Law. (Am. Compl. ¶ 70, 87-88.)

Defendants³ now move to dismiss the Amended Complaint for the following reasons: (1) Plaintiffs lack standing to challenge the Lifetime Contracts Law under the Contracts Clause; (2) no actual justiciable controversy exists as to the CBAs that were executed (either by voluntarily negotiating successor agreements or mutually agreeing to extend the terms of the would-be-expired CBAs) after the enactment of the Lifetime Contracts Law; (3) Plaintiffs can prove no set of facts in support of the home rule provisions claim; and (4) Plaintiffs have failed to name all parties with an interest in certain CBAs as indispensable parties to this lawsuit, namely the Towns of Warren, Richmond, Hopkinton, Exeter, and Foster. (NEARI & RIFTHP’s Count I Mem. 3; NEARI & RIFTHP’s Count II Mem. 8; Council 94’s Mem. 3; Cranston School Committee’s Mem. 2, 4; United Steelworker’s Mem. 3; Pawtucket School Committee’s Mem. 9-10; Rhode Island

³ Although there are ninety-six Defendants in this case, only eight Defendants have filed the instant Motions to Dismiss and Motion for Entry of Judgment on the Pleadings: (1) Certain National Education Association Rhode Island (NEARI) and Rhode Island Federation of Teachers and Health Professionals (RIFTHP) Locals and the Cumberland Town Employees’ Union; (2) Council 94; (3) Cranston School Committee; (4) State of Rhode Island, Daniel McKee, in his official capacity as Governor of the State of Rhode Island, K. Joseph Sekarchi, in his official capacity as Speaker of the Rhode Island House of Representatives, and Dominick J. Ruggerio, in his official capacity as President of the Rhode Island Senate; (5) Pawtucket School Committee; (6) United Steelworkers, United Steelworkers, Local 14845, and United Steelworkers 14845-01; (7) Coventry School Committee; and (8) Rhode Island Laborers’ District Council.

Laborers’ District Council’s Mem. 3, 5; Coventry School Committee’s Mem. 4, 7; State’s Mem. 4-5.)

II

Issues Presented

A

Standing

Defendant Coventry School Committee argues that, based on the *Hunter* doctrine,⁴ municipalities lack standing to challenge state legislation that the municipalities claim violates the Contract Clause. (Coventry School Committee’s Mem. 5-6.)

Plaintiffs object to the argument that the municipalities lack standing based on the *Hunter* doctrine, contending that Rhode Island has never adopted the federal interpretation limiting municipalities from making a Contract Clause claim and that the interpretation applies only to the United States Constitution. (Pls.’ Obj. to Coventry School Committee’s Mem. 11-12.)

B

Mootness

Certain Defendants assert that the CBAs between Defendants and Plaintiffs were entered into *after* May 14, 2019, the date the Lifetime Contracts Law was enacted. Thus, Defendants argue that Plaintiffs’ claims relating to those CBAs are moot because no concrete or particularized injury has been demonstrated.⁵

⁴ *Hunter v. City of Pittsburgh*, 207 U.S. 161 (1907).

⁵ Certain NEARI and RIFTHP Locals and the Cumberland Town Employees’ Union (Unions) argue that Plaintiffs’ claims relating to the CBAs are moot because the parties “have all 1) executed new CBAs, 2) signed extension agreements, or 3) opted to allow their CBAs to automatically renew, *after* May 14, 2019.” (NEARI & RIFTHP’s Count I Mem. 5-9.) Defendant Council 94 assert the same argument and reason that the CBAs specific to Defendant Council 94 “are no longer operative as the parties have voluntarily negotiated successor agreements” (Council

The thrust of Plaintiffs’ objection is that “Plaintiffs still face the same exact injury as before [the successor CBAs]: The Lifetime Contracts Law purports to bind Plaintiffs to never-ending wages and benefits provisions in their existing CBAs.” (Pls.’ Obj. to NEARI & RIFTHP’s Count I Mem. 9.) Plaintiffs further argue that even if the mootness doctrine applies, the circumstances qualify as an exception to the mootness doctrine, as the Lifetime Contracts Law “purports to extend contract terms now and in the future indefinitely.” *Id.* (citing *Jacinto v. Egan*, 120 R.I. 595, 597, 389 A.2d 728, 729 (1978)). Plaintiffs also argue that Plaintiffs have a “continuing legal controversy.” *Id.* at 13. As such, Plaintiffs are challenging the *continued* application of the Lifetime Contracts Law. *Id.*

Moreover, Plaintiffs argue that if the arguments are moot, the issue also fits the exception for cases of extreme public importance which are capable of repetition but which evade review because the Lifetime Contracts Law is a constitutional issue and “affects 64.8% of municipal budgets and 73.9% of education budgets.” *Id.* at 15.

C

Violation of Home Rule Provisions

Certain Defendants argue that Plaintiffs have failed to allege that the Lifetime Contracts Law conflicts with any provision of any one of the home rule provisions. Defendants also assert that Plaintiffs are unable to show that the Lifetime Contracts Law “[does] not ‘apply alike’ to all

94’s Mem. 3.) The rest of the moving parties rely on and incorporate the arguments set forth in Defendants Unions and Council 94’s Memoranda in Support of the Motion to Dismiss. Defendants State of Rhode Island, Daniel McKee, in his official capacity as Governor of the State of Rhode Island; K. Joseph Shekarchi, in his official capacity as Speaker of the Rhode Island House of Representatives; and Dominick J. Ruggiero, in his official capacity as President of the Rhode Island Senate (collectively, the State) filed a Motion for Judgment on the Pleadings and incorporated all arguments put forth by Defendants Unions and Council 94. (State’s Mem. 4-5.)

towns and cities in Rhode Island” or “change the ‘form of government’ of any town or city.”⁶ In the alternative, Defendant Unions argue that Plaintiffs should be ordered to provide a more definite statement under Rule 12(e). (NEARI & RIFTHP’s Count II Mem. 18-19.)

Defendant Coventry School Committee argues that the Lifetime Contracts Law is not a violation of the home rule provisions because nothing in the home rule provisions “takes anything away from the General Assembly’s plenary power over education[.]” (Coventry School Committee’s Mem. 7.)

On December 16, 2020, a trial justice of the Superior Court heard Defendants’ arguments regarding Defendants’ Motion to Dismiss Count II and ruled that “[t]he complaint basically puts the defendants on notice that challenged statutes violate the Home Rule Provision of the Rhode Island Constitution[.]” (Transcript of Bench Decision, 17:7-9, Dec. 16, 2020.) The core of Plaintiffs’ objection is that the law of the case doctrine applies, and the December 16, 2020 ruling of the trial justice should not be disturbed. (Pls.’ Obj. to NEARI & RIFTHP’s Count II Mem. 8.) Plaintiffs further state that the trial justice’s ruling should not be reconsidered at this time because the record has not expanded at all since the December 16, 2020 ruling. *Id.* at 9.

⁶ Defendant Unions argue that Plaintiffs have failed to allege that the Lifetime Contracts Law conflicts with any provision of any one of the home rule provisions. (NEARI & RIFTHP’s Count II Mem. 8.) Assuming there is a conflict, however, Defendant Unions argue that Plaintiffs are unable to show that the Lifetime Contracts Law “do not ‘apply alike’ to all towns and cities in Rhode Island” or “change the ‘form of government’ of any town or city.” *Id.* at 9. The State filed a Motion for Judgment on the Pleadings and incorporated all arguments put forth by Defendant Unions. (State’s Mem. 4-5.) Defendant Cranston School Committee also argues that “[t]here is nothing pled in the Amended Complaint regarding any specific violation of the Cranston Home Rule Charter by the Enactment of the Lifetime Contracts Law, nor is there anything pled that establishes that the enactment of the Lifetime Contracts Law affected the form of government in Cranston” (Cranston School Committee’s Mem. 4.) Defendants United Steel Workers and Rhode Island Laborers’ District Council incorporated the arguments of Defendant Unions. (United Steel Workers’ Mem. 3; Rhode Island Laborers’ District Council’s Mem. 5.)

Plaintiffs object to Defendant Coventry School Committee's argument that nothing in the home rule provisions takes anything away from the General Assembly's plenary power over education because the Lifetime Contracts Law was not enacted pursuant to the education article (Article XII) of the Rhode Island Constitution, and, even if the enactment was, the Town of Coventry still has standing to pursue a home rule violation. (Pls.' Obj. to Coventry School Committee's Mem. 14-15.)

D

Parties Named in Lawsuit

Defendant Unions argue that Plaintiffs' claims relating to the Towns of Warren, Richmond, Hopkinton, Exeter, and Foster should be dismissed because the towns are not parties to the lawsuit. (NEARI & RIFTHP's Count I Mem. 21.)

Lastly, Defendants Pawtucket School Committee and Coventry School Committee argue that because each Defendants' City and Town Council are the entities responsible for ratifying the CBAs, there is no case or controversy between Plaintiffs and Defendants Pawtucket School Committee and Coventry School Committee. (Pawtucket School Committee's Mem. 9-10; Coventry School Committee's Mem. 4.)

Plaintiffs object to Defendants Pawtucket School Committee and Coventry School Committee's arguments and maintain that Plaintiffs have standing to challenge the Lifetime Contracts Law. (Pls.' Obj. to Coventry School Committee's Mem. 16.)

III

Standards of Review

A

Motion to Dismiss

In reviewing a motion to dismiss, the Court “examines the allegations contained in the plaintiff’s complaint, assumes them to be true, and views them in the light most favorable to the plaintiff.” *Palazzo v. Alves*, 944 A.2d 144, 149 (R.I. 2008) (citing *Ellis v. R.I. Public Transit Authority*, 586 A.2d 1055, 1057 (R.I. 1991)). When ruling on a Rule 12(b)(6) motion to dismiss for failure to state a claim upon which relief can be granted, the trial judge must confine the review to the four corners of the pleading and determine the sufficiency of the complaint. *Barrette v. Yakavonis*, 966 A.2d 1231, 1234 (R.I. 2009).

“If the court lacks jurisdiction over the class of cases to which the particular action belongs, it must dismiss the action.” Robert B. Kent et al., *Rhode Island Civil and Appellate Procedure*, § 12:5. “A motion under Rule 12(b)(1) questions a court’s authority to adjudicate a particular controversy before it.” *Boyer v. Bedrosian*, 57 A.3d 259, 270 (R.I. 2012). “In ruling on a Rule 12(b)(1) motion, a court is not limited to the face of the pleadings.” *Id.* (quoting *Morey v. State of Rhode Island*, 359 F. Supp. 2d 71, 74 (D.R.I. 2005)). “A court may consider any evidence it deems necessary to settle the jurisdictional question.” *Id.* (quoting *Morey*, 359 F. Supp. 2d at 74). “Because subject-matter jurisdiction is ‘an indispensable ingredient of any judicial proceeding,’ it can be raised *sua sponte* by the court.” *Rogers v. Rogers*, 18 A.3d 491, 493 (R.I. 2011) (quoting *Paolino v. Paolino*, 420 A.2d 830, 833 (R.I. 1980)). “Accordingly, subject-matter jurisdiction cannot be ‘waived nor conferred by consent of the parties.’” *Id.* (quoting *Paolino*, 420 A.2d at 833).

B

Judgment on the Pleadings

A Rule 12(c) motion for judgment on the pleadings provides a trial court with the ability to dispose of a case early in the litigation process “when the material facts are not in dispute . . . and only questions of law remain to be decided.” *Haley v. Town of Lincoln*, 611 A.2d 845, 847 (R.I. 1992) (citation omitted). Notably, “[a] Rule 12(c) motion is tantamount to a Rule 12(b)(6) motion, and the same test is applicable to both.” *Chariho Regional School District v. Gist*, 91 A.3d 783, 787 (R.I. 2014) (internal quotation omitted). Thus, a Rule 12(c) motion “is appropriate ‘when it is clear beyond a reasonable doubt that the plaintiff would not be entitled to relief from the defendant under any set of facts that could be proven in support of the plaintiff’s claim.’” *Barrette*, 966 A.2d at 1234 (internal quotation omitted). Moreover, although the Court is restricted to a review of the pled facts in a manner most favorable to the nonmoving party, “allegations that are more in the nature of *legal* conclusions rather than factual assertions are not necessarily assumed to be true.” *DiLibero v. MERS*, 108 A.3d 1013, 1016 (R.I. 2015) (internal quotation omitted).

IV

Analysis

A

Count I – Violation of Contracts Clause of Rhode Island Constitution

1

The Contracts Clause of the Rhode Island Constitution

The Contracts Clause, article 1, section 12 of the Rhode Island Constitution, states: “No ex post facto law, or law impairing the obligation of contracts, shall be passed.” R.I. Const. art. 1,

§ 12.⁷ “The Contract Clause of the . . . Rhode Island Constitution[] limits the power of this state to modify its own contracts and to regulate private contracts.” *Brennan v. Kirby*, 529 A.2d 633, 638 (R.I. 1987). The prohibition, however, is not absolute. *Id.* “A legislative enactment will pass constitutional muster under contract clause analysis so long as it is reasonable and necessary to carry out a legitimate public purpose.” *Id.*

2

Standing

“It is well established in this state that a necessary predicate to a court’s exercise of its jurisdiction under the Uniform Declaratory Judgments Act is an actual justiciable controversy.” *Sullivan v. Chafee*, 703 A.2d 748, 751 (R.I. 1997). “Justiciability requires . . . [f]irst . . . the requisite standing to bring suit . . . [and] ‘some legal hypothesis which will entitle the plaintiff to real and articulable relief.’” *Key v. Brown University*, 163 A.3d 1162, 1168 (R.I. 2017) (quoting *N & M Properties, LLC v. Town of West Warwick*, 964 A.2d 1141, 1145 (R.I. 2009)).

“The most fundamental characteristic of standing is that it focuses on the party seeking to have a claim entertained ‘and not on the issues he [or she] wishes to have adjudicated.’” *McKenna v. Williams*, 874 A.2d 217, 225 (R.I. 2005) (quoting *Flast v. Cohen*, 392 U.S. 83, 99 (1968)). The party seeking relief “must have alleged ‘such a personal stake in the outcome of the controversy as to assure that concrete adverseness which sharpens the presentation of issues upon which the court so largely depends for illumination of difficult constitutional questions.’” *Id.* (quoting *Flast*,

⁷ In analyzing claims of violation of the Contracts Clause, courts “must first ‘determine whether a contract exists.’” *Andrews v. Lombardi*, 233 A.3d 1027, 1035 (R.I. 2020) (internal quotation omitted). If a contract exists, then courts “must determine whether the modification [complained of] results in an impairment of that contract and, if so, whether this impairment can be characterized as substantial.” *Id.* (internal quotation omitted). If the impairment is substantial, then courts “must inquire whether the impairment, nonetheless, is reasonable and necessary to fulfill an important public purpose.” *Id.* (internal quotation omitted).

392 U.S. at 99 (internal citations omitted)). When standing is an issue in a case, “the focal point shifts to the claimant, not the claim, and a court must determine if the plaintiff ‘whose standing is challenged is a proper party to request an adjudication of a particular issue and not whether the issue itself is justiciable’ or, indeed, whether or not it should be litigated.” *Id.* at 226 (quoting *Flast*, 392 U.S. at 99-100). The party seeking relief “must allege to the court’s satisfaction that ‘the challenged action has caused him injury in fact, economic or otherwise[,]’” often through a “legally cognizable and protected interest that is ‘concrete and particularized . . . and . . . actual or imminent, . . . not . . . ‘hypothetical.’” *Id.* (internal citations and quotations omitted).

Defendant Coventry School Committee relies on *Hunter v. City of Pittsburgh*, 207 U.S. 161 (1907) in arguing that Plaintiffs are barred from bringing a Contract Clause action. (Coventry School Committee’s Mem. 5-6.) In *Hunter*, the voters in two towns followed an established state procedure and elected to merge the towns into one. *Hunter*, 207 U.S. at 167. After the requisite election by local voters, one town and several citizens filed suit claiming, among other things, a violation of the town’s contract with the state. *Id.* at 168. The United States Supreme Court held that municipalities are creatures of the state and their boundaries and powers may be changed by the state. *Id.* at 179. As they are not in contract with the state, the state can change the relationship, and the inhabitants of the city may not sue for diminution of property values or the like. *Id.* at 167. The United States Supreme Court held that precluding them from suit did not impair the contract clause. *Id.* at 178-79.

While the precedent of *Hunter* was raised as grounds for dismissal of the case at bar, the *Hunter* case and its holdings are readily distinguishable from the case at bar.

First, the litigation at bar does not concern local boundaries or powers of local government administrators or councils. Instead, it involves the state legislature’s attempts to amend portions

of preexisting, established contracts which the municipalities entered with others. Specifically, the statute attempts to extend the obligation of one party, to the detriment of the other, after the agreed termination of the contract.⁸

Second, this suit specifically alleges a violation of the *state's* Contract Clause only, as set forth in article I, section 12 of the Rhode Island Constitution. The Complaint does not reference the Constitution of the United States. (Am. Compl. ¶ 139.)

Third, the state is alleged to have passed a law impairing the obligations of existing contracts. Unlike *Hunter*, this seems to violate the clear and express language of the Rhode Island Constitution. Many of these written contracts are with local school committees and local unions.

Through the century since the *Hunter* case was issued, the Rhode Island Supreme Court has been reluctant to apply its odd holding to our state's contract clause. In footnote 1 of *Town of Lincoln v. City of Pawtucket*, 745 A.2d 139 (R.I. 2000), the high court stated, “[a]lthough we are not called upon to decide the issue in this case . . . it is doubtful that a municipality has standing to challenge a state statute under the Rhode Island Constitution . . .” *Town of Lincoln*, 745 A.2d at 147, n.1. This was not a clear pronouncement or even a holding; it appears to be a scholarly query only. Even the high court implied that this query should not be of precedential value. In *Housing Authority of City of Woonsocket v. Fetzik*, 110 R.I. 26, 289 A.2d 658 (1972), our high court noted the *Hunter* case, but did not apply it. Instead, the Court held that a local housing authority is a separate corporation which may challenge the constitutionality of a state statute. *Fetzik*, 110 R.I. at 33, 289 A.2d at 662. In a more recent case, *Shine v. Moreau*, 119 A.3d 1 (R.I. 2015), the Rhode Island Supreme Court held that an elected mayor “had a right, if not a duty, to challenge” an act

⁸ In *Hunter*, the citizens were not in contract with the state concerning the formation of the municipalities. Here, the municipalities are attempting to enforce the language in written contracts with their employees' unions.

even though the city was in a state statutory receivership. *Shine*, 119 A.3d at 14. It held that city was required to indemnify the mayor for his litigation expenses. *Id.* at 19. The high court did not even reference the *Hunter* case.⁹

Before the Court is a Motion to Dismiss based on issues of law. A motion to dismiss is drastic as it is only granted if this Court finds that “it is clear beyond a reasonable doubt that the [nonmoving party] would not be entitled to relief from the [moving party] under any set of facts that could be proven in support of the [nonmoving party’s] claim.” *Goodrow v. Bank of America, N.A.*, 184 A.3d 1121, 1125 (R.I. 2018) (internal quotations and citations omitted).

Plaintiffs are concerned about the obligations of their contracts which were entered into before the statute’s passage and then amended by a new state statute. It is unclear whether the revised statute or this suit concerns the application of the law to new contracts, i.e. contracts not yet in effect at the time of the passage of the Lifetime Contracts Law. This Court does not, at this point, intend to extend its ruling to limit the power of the General Assembly so broadly. This ruling is limited merely to the motions to dismiss now pending, and further briefing would be needed for such a broad restriction on the powers of our General Assembly.

Therefore, Plaintiffs have standing to challenge the Lifetime Contracts Law pursuant to the Contracts Clause of the Rhode Island Constitution.

⁹ Commentators have noted that the *Hunter* case did not need to go so far to limit the municipalities’ right to challenge the authority of a municipality. Peter F. Skwirz, Esq., *Evergreen Contracts and Municipal Standing Under the Contract Clause*, 68 Oct. R.I.B.J. 11, 13 (2019). It has also been suggested that the holding may be inapplicable to Rhode Island communities which have adopted home rule charters. *Id.* at 14.

Mootness

This Court must “confine [its] judicial review only to those cases that present a ripe case or controversy.” *City of Cranston v. Rhode Island Laborers’ District Council Local 1033*, 960 A.2d 529, 533 (R.I. 2008). A “claim is not ripe for adjudication if it rests upon contingent future events that may not occur as anticipated, or indeed may not occur at all.” *State v. Gaylor*, 971 A.2d 611, 614 (R.I. 2009) (internal quotations omitted). “It must be alleged that the plaintiff . . . ‘is immediately in danger of sustaining some direct injury’” *O’Shea v. Littleton*, 414 U.S. 488, 494 (1974) (quoting *Massachusetts v. Mellon*, 262 U.S. 447, 488 (1923)).

A case is considered “moot” if “this Court’s judgment would fail to have a practical effect on the existing controversy” *City of Cranston*, 960 A.2d at 533. A case is also considered moot if “‘it raise[s] a justiciable controversy at the time the complaint was filed, but events occurring after the filing have deprived the litigant of an ongoing stake in the controversy.’” *Id.* (quoting *Seibert v. Clark*, 619 A.2d 1108, 1110 (R.I. 1993)).

The mootness doctrine has exceptions. *Id.* One exception “exists for those cases that are ‘of extreme public importance, which [are] capable of repetition but which [evade] review.’” *Id.* (quoting *Arnold v. Lebel*, 941 A.2d 813, 819 (R.I. 2007)). These cases are “‘bound to resurface’ at some future point in time.” *Id.* (quoting *State v. Lead Industries Association, Inc.*, 951 A.2d 428, 470 (R.I. 2008)). Matters of extreme public importance “implicate ‘important constitutional rights, matters concerning a person’s livelihood, or matters concerning citizen voting rights.’” *Id.* at 533-34 (quoting *Cicilline v. Almond*, 809 A.2d 1101, 1106 (R.I. 2002)).

Our Supreme Court has held that, under normal circumstances, issues surrounding the validity and enforceability of expired CBAs are moot. *See Town of Scituate v. Scituate Teachers’*

Association, 110 R.I. 679, 684, 296 A.2d 466, 469 (1972). However, if the same legal questions apply to the current agreement as well as to the earlier agreement, or if the question is of significant public interest or if similar occurrences may evade review in the future, then the issues will not be found to be moot. *Jacinto*, 120 R.I. at 597, 389 A.2d at 729.

In *American Association of University Professors, University of Rhode Island Chapter v. Board of Regents for Education*, 118 R.I. 216, 373 A.2d 168 (1977), the law being challenged was a certain provision of the Appropriation Act for Fiscal Year 1975-76 that related only to the 1975-76 Budget. *American Association of University Professors*, 118 R.I. at 216-17, 373 A.2d at 168.

The General Assembly

“provided for a salary adjustment fund, but specified that none of the fund would be available for ‘salary changes negotiated through the collective bargaining process . . . subsequent to July 1, 1975; and provided, further, that any and all such negotiations are not to commit the state to expenditures prior to July 1, 1976 in support of employee salary and/or monetary benefits changes.’” *Id.* at 217, 373 A.2d at 168-69.

The Court held that because the Board of Regents entered new CBAs covering fiscal year 1975-76 with the plaintiffs at the time of the oral arguments, and because the new CBAs expired in 1977, the issues were moot. *Id.* at 217, 373 A.2d at 169.

Similarly, in *Jacinto*, our Supreme Court held that the petitioner’s appeal should be dismissed because the issues became moot. *Jacinto*, 120 R.I. at 597, 389 A.2d at 729. In that case, the respondent school committee and petitioner teachers’ association had a CBA effective from 1974 to 1976. *Id.* at 596, 389 A.2d at 728. In 1975, the parties reopened negotiations for the 1975-76 terms but could not agree on various issues. *Id.* at 596, 389 A.2d at 728. The parties submitted to arbitration, an award was rendered, and the school committee refused to accept the portions of the award pertaining to salaries and sick leave. *Id.* at 596, 389 A.2d at 729. After other negotiation

attempts, the parties executed another CBA amending the 1974-76 CBA. *Id.* at 596, 389 A.2d at 729. The Court found because “the agreement out of which the instant dispute arose terminated on June 30, 1976,” the issues raised by petitioners were moot. *Id.* at 597, 389 A.2d at 729.

In *Sullivan*, a city council volleyed with the mayor to determine the municipal budget and tax rate for the 1997 fiscal year. *Sullivan*, 703 A.2d at 749-50. The city council initially filed the lawsuit seeking a declaration that the budget and tax rate imposed by the mayor was null and void and that the budget and tax rate adopted by the city council was operative. *Id.* at 750. When the city council appealed, it limited the appeal to the validity of the Superior Court’s analysis concerning how the “budgetary provisions work between the mayor and the council” because the 1997 fiscal year had already ended. *Id.* The Court ruled that the issue regarding the municipal budget for the 1997 fiscal year action was moot. *Id.* at 753.

In *Malinou v. Powers*, 114 R.I. 399, 333 A.2d 420 (1975), the plaintiff sought to invalidate certain restrictions applied to a constitutional convention. *Malinou*, 114 R.I. at 400, 333 A.2d at 421. The plaintiff argued that the Legislature lacked the authority to impose such restrictions. *Id.* at 400, 333 A.2d at 421. On appeal, after the convention had ended, the Court held that the plaintiff’s claims were no longer “live.” *Id.* at 403, 333 A.2d at 422.

The instant case can be distinguished from the above cases cited by Defendants. First, Plaintiffs currently face, and will continue to face, the effects of the Lifetime Contracts Law which create an ongoing controversy for Plaintiffs. The Lifetime Contracts Law not only affects the immediate upcoming fiscal year or the existing CBAs, but all the fiscal years to come. Although many Plaintiffs have entered into successor CBAs with Defendants, that does not change the fact that within every three years the successor CBAs expire and the Lifetime Contracts Law will affect the terms of the existing CBAs if the parties cannot successfully negotiate. The effects of the

Lifetime Contracts Law roll into and repeat with each new CBA and forces Plaintiffs to abide by the continuing wage and benefit terms of the CBAs regardless of whether the parties agree on the terms. If the parties do not abandon or cancel the CBA, Plaintiffs have no choice to either come up with a successor agreement or be bound indefinitely by the former CBA. These issues will not expire, they are likely to continue to arise with future contract expirations.

Second, although this Court finds that Plaintiffs' claims are not moot, Plaintiffs' claims would fit under the exceptions to the mootness doctrine. Contrary to our Supreme Court's reasoning in *Sullivan*, where the court stated that "although . . . similar legal questions might possibly arise in future budget dealings . . . , we are unable to conclude that this particular factual situation is one that is likely both to recur and yet evade judicial review." *Sullivan*, 703 A.2d at 753. Here, the legal questions presented by Plaintiffs are certain to repeat in future negotiations. There are multiple CBAs in the municipalities across the state, and the Lifetime Contracts Law applies into perpetuity. Therefore, contrary to the above cases where the CBAs were only affected for a particular fiscal year, here, the CBAs are affected as long as they are in existence. Moreover, the damages that Plaintiffs, as well as the taxpayers, are suffering, including increased benefits and wages terms in the CBAs, are significant issues of public importance. See *United Service and Allied Workers of Rhode Island v. Rhode Island State Labor Relations Board*, 969 A.2d 42, 45 (R.I. 2009). "Cases of 'extreme public importance' are those involving issues of great significance such as 'important constitutional rights, matters concerning a person's livelihood, or matters concerning citizen voting rights.'" *Id.* (internal quotations omitted). The instant case involves important constitutional rights; specifically, the right to be free from the impairment of the obligations of contracts. Moreover, the enactment of the Lifetime Contracts Law affects substantial portions of municipal budgets and education budgets.

The trial justice in the December 16, 2020 hearing previously ruled that Plaintiffs had a justiciable controversy. (Bench Decision Tr. (Tr.) 13:19-20, Dec. 16, 2020.) The trial justice explained, “Governor Raimondo[. . .] indicated that ‘never-ending contracts limits municipal leaders’ ability to promote . . . cost-efficient government and will lead to higher costs to taxpayers . . . [and] the plaintiffs are the ones that actually fund the school budgets, including contracts with teachers’ unions.” (Tr. 13:24-14:13, Dec. 16, 2020.) The trial justice continued:

“[P]laintiffs’ claims are *ripe* because several contracts have already expired . . . I do not believe the plaintiffs are required to wait until the expiration and to negotiate with an unfair advantage to then challenge the constitutionality of the lifetime contracts law . . . The plaintiffs have alleged a substantial controversy of *immediacy and reality to warrant relief* . . . [T]here is a reasonable inference that the lifetime contract law is already *causing harm to plaintiffs by constraining the municipalities’ ability to properly negotiate their own contracts* . . . the declaratory injunctive relief the plaintiffs seek would conclusively solve the underlying controversy.” *Id.* at 14:19-15:11 (emphasis added).

The law of the case doctrine provides that “‘after a judge has decided an interlocutory matter in a pending suit, a second judge, confronted at a later stage of the suit with the same question in the identical manner, should refrain from disturbing the first ruling.’” *Goodman v. Turner*, 512 A.2d 861, 864 (R.I. 1986) (quoting *State v. Infantolino*, 116 R.I. 303, 310, 355 A.2d 722, 726 (1976)). The law of the case doctrine is operative when the later question presented to the court is identical to the former question, but is merely brought in “a different procedural context.” *Ferguson v. Marshall Contractors, Inc.*, 745 A.2d 147, 151-52 (R.I. 2000) (internal quotations omitted). The law of the case doctrine may not apply when “‘evidence has been introduced in the interim that significantly extends or expands the record.’” *Id.* at 152 (internal quotations omitted).

On February 11, 2020, the State Defendants initially filed a Motion to Dismiss based on the argument that Plaintiffs’ claims were not ripe.¹⁰ (State’s Mem. 2, Feb. 11, 2020.) In the memorandum, the State Defendants set forth the same justiciability argument as addressed in this Decision. The State Defendants argued that none of the CBAs had expired at the time of the filing of the first Motion to Dismiss, and Plaintiffs’ claims hinged on “‘contingent future events that may not occur as anticipated, or indeed may not occur at all’” *Id.* at 11 (internal quotation omitted). This is the same question in an identical manner—a motion to dismiss. Additionally, since the December 16, 2020 ruling by the trial justice, no evidence has been brought into the present case that significantly extended or expanded the case. *See* Docket, PC-2019-10870. The only change in the case was that Plaintiffs filed an Amended Complaint adding alleged indispensable parties to the case pursuant to the trial justice’s Order on the State Defendants’ first Motion to Dismiss. *Id.*

Having determined that Plaintiffs have standing and Plaintiffs’ claims are ripe, this Court now addresses the merits of the second argument raised.

B

Count II – Violation of Home Rule Provisions

Article 13 of the Rhode Island Constitution, generally referred to as the Home Rule Amendment, was intended to “grant and confirm to the people of every city and town in this state the right of self government in all local matters.” R.I. Const. art. XIII, § 1. Sections 2 and 3 of article 13 set forth the local legislative powers. *Id.* §§ 2-3. “The General Assembly, however,

¹⁰ The State also suggested in their initial Motion to Dismiss that Plaintiffs’ failure to join teachers’ and municipal employees’ unions as indispensable parties was fatal, the Lifetime Contracts Law was presumed to be constitutional, the Lifetime Contracts Law did not violate the Contracts Clause, Plaintiffs failed to allege that the Lifetime Contracts Law impacted any existing contract, the Lifetime Contracts Law was reasonable and necessary to fulfill an important public purpose, and the Lifetime Contracts Law did not violate the home rule provisions. (State’s Mem. 6-24, Feb. 11, 2020.)

retains the right to legislate on matters of statewide concern” *Munroe V. Town of East Greenwich*, 733 A.2d 703, 710 (R.I. 1999). Section 4 of article 13 states:

“The general assembly shall have the power to act in relation to the property, affairs and government of any city or town by general laws which *shall apply alike to all cities and towns*, but which *shall not affect the form of government of any city or town*. The general assembly shall also have the power to act in relation to the property, affairs and government of a particular city or town provided that such legislative action shall become effective only upon approval by a majority of the qualified electors of the said city or town voting at a general or special election” R.I. Const. art. XIII, § 4 (emphasis added).

Section 4 places two limitations on the General Assembly’s power to act in relation to the property, affairs, and government of any municipality of Rhode Island: (1) the act must apply alike to all municipalities, and (2) the act cannot affect the form of government of any municipality. *Id.*

In *Moreau v. Flanders*, 15 A.3d 565 (R.I. 2011), the mayor and city council of Central Falls brought suit to challenge the constitutionality of a revision to P.L. 2010, ch. 27, § 1 which prohibited “municipalities from seeking the appointment of judicial receivers, but instead authorize[] the director of the Department of Revenue to implement a defined process to restore stability to a fiscally imperiled city or town.” *Id.* at 569. However, the Superior Court had already appointed a receiver for the city. *Id.* The amendment applied retroactively, which affected a Superior Court order granting the Central Falls’ mayor and city council’s request for a judicial receiver. *Id.* at 571. Central Falls brought suit. *Id.* The Court held that the amendment applied on its face to all cities and towns, not just Central Falls, and was an “enactment of general application.” *Id.* at 576. The Court reasoned that the amendment did not refer to Central Falls, or any city or town, by name. *Id.*

In the instant case, the Lifetime Contracts Law applies alike to all cities and towns. The Lifetime Contracts Law provides that the terms and conditions of all CBAs amongst all municipal

employees and all teachers' associations shall continue if no successor agreement is negotiated. Sections 28-9.3-12 and 28-9.4-13. The Lifetime Contracts Law does not single out a particular city or town but is an enactment of general application. The Lifetime Contracts Law is also a result of amendments to §§ 28-9.3-12 and 28-9.4-13, both of which apply to all municipal employers and not municipal employers of any specific town or city. Plaintiffs allege in the Amended Complaint that the "Lifetime Contracts Law does not apply equally to all cities or towns *because it impacts each municipality differently.*" (Am. Compl. ¶ 149 (emphasis added).) However, in *Marran v. Baird*, 635 A.2d 1174 (R.I. 1994), the Court noted that even if the implementation of a state law may affect each town or city differently, the law can still apply equally to all cities and towns. *Marran*, 635 A.2d at 1178. Therefore, this Court finds that the Lifetime Contracts Law applies alike to all Rhode Island cities and towns.

A law that affects a municipality's form of government is a law that "treads upon [a] city's right to self-governance[.]" *Moreau*, 15 A.3d at 574. In *Moreau*, the City of Central Falls' form of government included a mayor, who served as chief executive officer, and a five-member city council. *Id.* The Court held that the revision to P.L. 2010, ch. 27, § 1 did not alter the form of government of Central Falls because the impact was "channeled, incidental, and temporary." *Id.* at 579. *See also Marran*, 635 A.2d at 1178 (holding a challenged legislation did not unconstitutionally alter a municipality's form of government because the impact on the local government was "contained, delineated, and temporary").

In the instant case, the Lifetime Contracts Law does not affect whether Plaintiffs' form of government is Administrator-Council, Council-Manager, Mayor-Council, or Town Council-Town Meeting. The Lifetime Contracts Law does not affect whether Plaintiffs' legislative bodies are Town Councils or City Councils and who makes up Town or City Councils. The Lifetime

Contracts Law does not affect appointments of local officials. In sum, the Lifetime Contracts Law has not changed the form of government of the plaintiffs-municipalities.

The General Assembly routinely makes laws regarding CBAs. *See Providence City Council v. Cianci*, 650 A.2d 499, 501 (R.I. 1994). Oftentimes, municipalities will pass laws on subjects that the General Assembly has not, which may be effective unless and until the state passes a law which takes precedence on the same subject. *Town of East Greenwich v. O'Neil*, 617 A.2d 104, 109 (R.I. 1992).

This Court finds that the Lifetime Contracts Law does not violate the home rule provisions of the Rhode Island Constitution, and thus, Count II of Plaintiffs' Amended Complaint must be dismissed. Having determined Plaintiffs have failed to demonstrate a violation of the home rule provisions, this Court need not address Defendants' request that Plaintiffs provide a more definite statement.

C

Parties Named in Lawsuit

Defendants Pawtucket School Committee and Coventry School Committee argue that, because the Pawtucket and Coventry Town Councils are the entities responsible for ratifying the CBAs, there is no case or controversy between Plaintiffs and Defendants Pawtucket School Committee and Coventry School Committee. (Pawtucket School Committee's Mem. 9-10; Coventry School Committee's Mem. 4.) However, for purposes of the Motion to Dismiss, this Court finds that the respective town councils are not indispensable as the entire municipalities where the town councils sit are on notice, and the school committees are permitted to bring in the respective town councils responsible for ratifying the CBAs in question as third parties.

Moreover, the Unions Defendants argue that Plaintiffs' claims relating to the Towns of Warren, Richmond, Hopkinton, Exeter, and Foster should be dismissed because the towns are not parties to the lawsuit. Similarly, this Court finds that the unnamed municipalities are not indispensable parties. There are sufficient parties named with an interest in the outcome of the instant case. Therefore, Defendants' Motion to Dismiss as to Plaintiffs' failure to name indispensable parties is denied.

V

Conclusion

For the reasons set forth herein, this Court finds that Plaintiffs have standing to challenge the Lifetime Contracts Law under the Contracts Clause of the Rhode Island Constitution. This Court also finds that Plaintiffs have failed to demonstrate that the Lifetime Contracts Law violates the home rule provisions of the Rhode Island Constitution. Therefore, Defendants' Motion to Dismiss Count I of Plaintiffs' Amended Complaint is DENIED, and the State's Motion for Judgment on the Pleadings as to Count I is converted to a Motion to Dismiss and is DENIED. Further, Defendants' Motion to Dismiss Count II of Plaintiffs' Amended Complaint is GRANTED, and the State's Motion for Judgment on the Pleadings as to Count II is converted to a Motion to Dismiss and is GRANTED. This Court need not address Defendants' alternative Motion for a More Definite Statement. Counsel shall submit an appropriate order for entry.



RHODE ISLAND SUPERIOR COURT

Decision Addendum Sheet

TITLE OF CASE: Town of Barrington, et al. v. Barrington School Committee, et al.

CASE NO: PC-2019-10870

COURT: Providence County Superior Court

DATE DECISION FILED: March 25, 2022

JUSTICE/MAGISTRATE: Lanphear, J.

ATTORNEYS:

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For Defendant: Sara Rapport, Esq.; Elizabeth A. Wiens, Esq.; Kevin McAllister, Esq.; Stephen Adams, Esq.; Gregory Piccirilli, Esq.; Gary T. Gentile, Esq.; William J. Conley, Jr., Esq.; Carly B. Iafrate, Esq.; Darren F. Corrente, Esq.; Kayla E. O'Rourke, Esq.; James Musgrave, Esq.