

Laffey can fire city crossing guards, judge rules

The decision sets aside a 2004 arbitrator's ruling. The union says it will appeal to the state Supreme Court.

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BY DANIEL BARBARISI

Journal Staff Writer

CRANSTON -- A Superior Court judge has ruled that Mayor Stephen P. Laffey was within his rights and acting for the public good when he decided to fire the city's crossing guards.

Judge Daniel A. Procaccini's precedent-setting decision overturns an arbitrator's ruling made last spring, and states that a city cannot bargain away certain rights written into city code and charter, particularly its right to lay off city employees.

Procaccini twice states that Laffey had a "duty" to recommend any changes that would include firing contracted employees and looking to replace them with cheaper alternatives.

"It is apparent that under the charter, the mayor had a duty to the city to recommend this change once he found out that eliminating the crossing-guard program would mitigate the city's financial crisis," Procaccini wrote.

Laffey was crowing yesterday in City Hall about his victory.

"Folks, that's what this is all about, management exercising its rights to protect the people. The naysayers tried to turn this argument into one about legal fees and whether or not the city could win this uphill battle, but what it is truly about is enforcing laws designed so that the desires of special interests never supersede the needs of the people," Laffey said.

The crossing guards will stay on the job for now, and the union plans to appeal Procaccini's decision to the state Supreme Court -- potentially the final step in a back-and-forth battle of lawsuits and appeals that has gone on for almost two years, since Laffey first laid off the city's crossing guards in 2003.

Then, Laffey moved to fire all 39 unionized crossing guards, saying their pay and benefits were too high and he could save money by hiring a private contractor at a quarter of the cost.



Journal photo / Kris Craig

Mayor Stephen Laffey reads a statement regarding the city's court victory involving his effort to fire the city's 39 crossing guards at Cranston City Hall yesterday.

The union -- Public Service Employees Local 1033, Laborers International Union of North America -- challenged the action in Superior Court, where Judge Stephen J. Fortunato Jr. concluded that the city could not arbitrarily discard the guards' contract, which has a no-layoff clause. Fortunato issued a temporary order barring the dismissals and sent the dispute to binding arbitration.

In April, the arbitrator ruled in favor of the union, saying the city had violated that no-layoff provision. The next month, the city appealed to Superior Court.

His campaign against the city's crossing guards has been the signature issue of Laffey's first two years in office; he has used their high salaries and generous benefit packages as examples of all the city's ills.

For about 30 minutes of work in the morning and 30 in the afternoon, the guards are paid \$45 a day, get health coverage for themselves and their families, and several other benefits including paid sick days and snow days.

He has also said that the crossing-guard program is rife with political patronage, an issue he used in the September Republican mayoral primary against Garry Reilly, a former School Committee member whose wife Donna is a Cranston crossing guard.

The crossing guards were meeting privately last night to discuss the situation, according to Local 1033 business agent Donald S. Iannazzi.

Iannazzi said he was surprised and disappointed by the decision, and intended to take the case to the state Supreme Court.

"I'm disappointed in the decision, but we live in a land of law, the process is the process, and we respect that process," Iannazzi said.

He said he had spoken with city officials yesterday, and will meet with the mayor today, and that there had been some discussion of whether the crossing guards would be fired before their contract expires, but could not release any details.

The crossing guards are under contract until June, and yesterday Laffey promised that no changes would be made for at least the next few weeks -- but he balked at promising they would be on the job in a month or two.

Yesterday, hours after hearing the decision, Laffey held a press conference and an impromptu party afterward to celebrate the decision.

The mayor sat with arms folded on a secretary's desk nestled among an entourage of aides, family and old friends, and listened to radio commentators laud his victory. He nodded along as the group applauded every time the radio praised the mayor.

"I can't blame Don Iannazzi and his union for thinking it would come out differently. For a generation, no one questioned what they said, what they did," Laffey said, discussing one of his favorite themes, the ongoing battle between "the taxpayers and the special interests" in Rhode Island.

The 14-page decision released yesterday morning also states that a no-layoff contract is counter to the public good -- and that the mayor and council served that good in looking to change the crossing-guard program.

"It is difficult to conceive of a more appropriate use of the powers and duties delegated to the mayor and City Council in the Cranston Charter than during this time of severe financial instability.

"Accordingly, this court finds that the no restructuring clause, in addition to being non-arbitrable, is adverse to the public interest and therefore void as against public policy," Procaccini wrote.

Lawyer Vincent Ragosta, who argued the case for the city, said the decision could have huge ramifications for contracts across the state. He said that Cranston is going to immediately examine all its other labor contracts to see whether there are

other places where the city can assume rights it may have bargained away in contracts.

"We're going to revisit all our contracts here in Cranston, and other municipalities would be wise to do the same," Ragosta said.

Iannazzi said that Procaccini's decision could set a dangerous precedent for public employees.

"If parties to a contract are arbitrarily allowed to rip it up, we have chaos," he said.

DIGITAL EXTRA: Read the full text of Superior Court Judge Daniel Procaccini's decision in the Cranston school crossing-guard dispute, at:

<http://projo.com/westbay/20050111guardruling.pdf>