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Appeals court hears labor arguments at Roger Williams University School of Law

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Tuesday

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BRISTOL, R.I. — Dueling federal court rulings from Rhode Island were in play Tuesday as a three-judge panel from the 1st U.S. Circuit Court of Appeals heard arguments at the Roger Williams University School of Law.

The appeals panel heard arguments related to Prospect CharterCare LLC's firing of two employees. One, Sylvester J. Britto Jr., alleges that he was let go at age 54 after two-plus decades of service based on his age and race. The other, George P. Conduragis, argues he was fired in violation of his rights under the Family Medical Leave Act.

In taking up the cases, Chief Judge Jeffrey R. Howard, Judge O. Rogeriee Thompson and Senior Judge Bruce M. Selya weighed differing decisions out of U.S. District Court in Rhode Island about Britto and Conduragis's employment status with the company.

Conduragis was hired by Roger Williams Medical Center as a dermatology administrator in 2014, just months before the center was to be acquired by Prospect. Britto was hired by the center as a material handler supervisor in 1987.

Prospect required both to sign a raft of documents that indicated they would be hired on an "at will" basis, meaning that they could be terminated or terminate their employment at any time. The paperwork indicated, too, that the company could "change the terms of your employment ... at any time." Also included was an arbitration agreement that any dispute over their employment would be submitted to binding arbitration.

U.S. District Judge John J. McConnell Jr. ruled that the employment letter's language allowing Prospect to change Conduragis's employment terms at any time rendered the mutual promise to arbitrate illusory and unenforceable and, thus, not subject to arbitration. Chief Judge William E. Smith, however, rejected that reasoning in Britto.

In granting Prospect's motion to dismiss, Smith wrote "Here, defendants explicitly offered plaintiff continued employment, acceptance of which required plaintiff to sign and return the agreement, offer letter, and code of conduct. Consistent with Rhode Island's bargained-for-exchange test, plaintiff agreed to continue to work in exchange for defendants' promise to continue to employ and compensate him for his services. This is consideration sufficient to render the agreement enforceable."

Both cases were appealed to the 1st Circuit.

A lawyer for Prospect argued Tuesday that there was simply no ambiguity in the arbitration agreement in Conduragis's case. Attorney Richard Sinapi countered that in order for the agreement to be binding it must be mutual, with mutual obligations. "That's what's lacking here," Sinapi said.

Sinapi struck a similar note in Britto's case, arguing that the agreement was not enforceable. Selya echoed Smith's understanding that continued employment served as acknowledgment of a contract. "It's not mutual if it can be modified at any time," Sinapi said.

Prospect responded that a contract is only unenforceable if plagued by fraud or other wholly unreasonable circumstance.

The appeals panel also heard arguments in a lawsuit brought by a Providence police sergeant that challenged the promotion process for lieutenants and accused his superiors of discriminating against him because his status was injured-on-duty at the time of the lieutenant exam.

Smith ruled in the city's favor, dismissing discrimination claims brought by Sgt. Mark Mancini. Smith rejected Mancini's arguments that his injury left him disabled — and as such, a member of a protected class under the law, and that the city intentionally discriminated against him because of his alleged disability.

Mancini appealed, arguing, among other things, that Smith interpreted the meaning of disabled too narrowly. Public Safety Commissioner Steven M. Pare and Commander Thomas Verdi were on hand for Tuesday's arguments.