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Municipal Client Advisory
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**THE SUPREME JUDICIAL COURT RULES ON QUINN
BILL CASE: CITY OF BOSTON NOT REQUIRED TO PAY
COMMONWEALTH'S SHARE OF CAREER INCENTIVE
PROGRAM**

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The Massachusetts Supreme Judicial Court yesterday issued a significant decision that could impact municipalities throughout the Commonwealth. In *Adams v. City of Boston*, SJC-10861 (March 7, 2012)(slip opinion), the Court held that the City of Boston was not required to pay the Commonwealth's portion of career incentive payments due under the Quinn Bill, M.G.L. c. 41, § 108L.

Background

The Quinn Bill provides additional compensation to police officers for furthering their education in the field of police work. Originally, the Quinn Bill included an even split of the costs between state and municipal government, but the Commonwealth has not funded its full share for some years. After receiving reimbursement from the Commonwealth less than its 50% in FY10, the City informed its police unions that pursuant to language contained within their collective bargaining agreements, the City was only going to pay its 50% share of the Quinn Bill payment, along with the reduced amount received from the Commonwealth. The City's police unions filed suit in Superior Court seeking (1) a declaration that the provisions in the parties' collective bargaining agreement conflicted with M.G.L. c. 41, § 108L and were therefore invalid, and (2) a court order that the City "make full payment."

The Supreme Judicial Court ruled that the Quinn Bill itself only required that cities and towns pay their 50% plus whatever the state provided. Thus, provisions in the City of Boston's collective bargaining agreements did not materially conflict with the provisions of the Quinn Bill since that is what the contracts provided. The Court determined that the statute was "simply silent" as to a requirement for cities and towns to pay more than one-half. The Court noted that "[i]n the face of this silence, municipalities are free to pay more than one-half voluntarily, and may agree to do so via collective bargaining, but the statute does not require it."

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Lessons for Employers

The Supreme Judicial Court's decision makes clear that the Quinn Bill itself only requires that a municipality pay half of the Quinn Bill payment, plus any amount that it receives from the Commonwealth. This means that if a collective bargaining agreement simply incorporates the Quinn Bill without any other language, the municipality likely would only be required to pay 50% of the payments, plus the state reimbursement. The Supreme Judicial Court, however, did note that a municipality could agree to pay more than this share, and there are some collective bargaining agreements with such a commitment. Municipalities that have language in their collective bargaining agreements should carefully review their obligations, as they may face challenges through the arbitration process. In addition, prior to making any changes to payments under the Quinn Bill program, municipalities should consider whether they have any bargaining obligations under M.G.L. c. 150E.

If you have any questions or concerns with regard to this alert, please contact Katherine A. Hesse, Michael J. Maccaro, Kevin F. Bresnahan, the attorney assigned to your account, or your own labor counsel.

Murphy, Hesse, Toomey, & Lehane, LLP, is a multi-service law firm with offices in Quincy, Boston, and Springfield, Massachusetts. The firm emphasizes labor & employment law, employee benefits law, municipal law, public sector labor law, education law, special education law, and related litigation.

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