

CLIENT ALERT: Cities and Towns Score a Major Win in Quinn Bill Litigation

The Massachusetts Supreme Judicial Court has issued a unanimous decision that will have a dramatic impact on the way municipalities compensate police officers for educational incentives under the Quinn Bill (G.L. c. 41, §108L). In *Adams v. City of Boston*, (March 7, 2012) the Court ruled that, unless the municipality and the involved labor union agree to additional funding through collective bargaining, municipalities need only provide for 50% of the funds otherwise owed to officers qualified to receive educational incentives under the Quinn Bill, plus any additional funds the Commonwealth contributes. This decision is a welcome relief to municipalities that have accepted the statute and have seen the Commonwealth curtail funding of the Quinn Bill contribution. Morgan, Brown & Joy, on behalf of the City Solicitors and Town Counsel's Association, filed an amicus brief in this matter supporting the view of the law ultimately adopted by the Court.

The plaintiffs in *Adams* were City of Boston police officers. They alleged that, even though the Commonwealth had cut its share of funding to the Quinn Bill program, the terms of the statute required that the City continue to compensate police officers for the full share of the program. That would have the impact of doubling the City's contributions, which had totaled almost \$11 million per year. As an additional factor, the plaintiffs' unions had negotiated into the collective bargaining agreement specific alternative payments in the event that state funding was cut. Plaintiffs' counsel, who were also the unions' counsel, argued that the terms *they* had negotiated into the agreement were invalid as materially conflicting with the terms of the Quinn Bill.

The Court, in rejecting the plaintiffs' arguments, ruled that the Quinn Bill created a contingent obligation for cities and towns through a reimbursement system whereby they need only fund 50% of the program unless the Commonwealth contributes its share through reimbursement. The Court also ruled that there was no material conflict between a clause in a collective bargaining agreement and the terms of the statute itself when that clause provides for alternative reimbursement to police officers for Quinn Bill qualified educational incentives when the state fails to fund its share of the program.

If you have any questions regarding this decision and the impact it has on your municipality please contact your MBJ attorney. A determination of your municipality's rights and obligations under the Quinn Bill going forward is fact specific and may implicate bargaining obligations. Municipalities should consult with their legal counsel before making any changes to Quinn Bill payments.

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