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Boston Waiting for SJC Decision on Quinn Bill Case

At stake is a liability of \$18.6M and new annualized costs of \$10M

Is a collective bargaining agreement providing that the City of Boston is only required to pay its 50% share of Quinn Bill incentive payments when the Commonwealth fails to comply with its statutory obligation to pay its 50% share lawful and binding on Boston's individual police union members? That is the question now before the state Supreme Judicial Court.

The Court heard arguments from lawyers representing the City and its police unions on November 11 and a decision is not expected for several months. The decision rendered by the SJC will have important financial consequences for Boston and many other cities and towns. If the Court rules in favor of the unions, it will cost Boston \$16.8M in back pay and the state's share estimated at approximately \$10M annually.

The Quinn Bill ([Ch.41,s.108L](#)) is a local option police career incentive pay program which offers uniformed police officers who earn a law enforcement, criminal justice or law degree increases in base pay from 10% to 25% depending on the degree earned with no added responsibilities.

The relevant section of law states, "Any city or town which accepts the provisions of this section and provides career incentive salary increases for police officers **shall be reimbursed by the commonwealth for one**

half of the cost of such payment" The City adopted the Quinn Bill through its collective bargaining agreements with its four police unions in 1998, incentivized by the law's requirement that the state pay half the cost. The contract also stipulated that if in any fiscal year, the reimbursement from the state did not meet its half share, the City would be responsible for only its own 50% share. [See City's Quinn Bill financials.](#)

The unions argue that the 50% provision in the 1998 contract that they enthusiastically signed was illegal and that once the City adopted the Quinn Bill, it was responsible for full payment to the officers irrespective of the state's reimbursement situation and that the contract provision conflicts with the law. The City argues that because the Quinn Bill does not provide for a situation in which the state would not meet its 50% requirement, the contract language resolves the unanswered question and is not in conflict with the law.

Since this court case arises out of the Quinn Bill's unanswered question of how to proceed if the state's reimbursement does not fully meet its 50% share, the Legislature has a moral obligation to remedy the matter by amending the Quinn Bill to clarify that cities and towns are only obligated to fund their own 50% share and not assume any of the state's responsibility under the law.