

# Quinn Bill Funding: An Overview

The Commonwealth has drastically cut funding for the Police Career Incentive Pay Program, commonly referred to as the Quinn Bill (G.L. c. 41, § 108L). Although the state's 50 percent share should have been close to \$55 million dollars, the state has appropriated only \$10 million –an over 80% cut. Additionally, the legislature included language in their appropriation that prevents officers from obtaining Quinn Bill career incentive benefits in the future. Under the revised eligibility requirements, officers who have not started accumulating qualifying points as of September 1, 2009 and officers hired on or after July 1, 2009 are no longer eligible for Quinn Bill benefits.

Under the Quinn Bill, the state's reimbursement is paid a year in arrears. For instance, municipalities reported their total FY2008 (July 1, 2007 – June 30, 2008) Quinn Bill expenses to the Department of Education by September 2009 and were reimbursed by the State for its "share" in April or May 2009. The Commonwealth's municipalities were already struggling to deal with the shortfall in the State's FY2008 reimbursement (short 9%) when news of the FY2010 appropriation broke. Although the final numbers will not be available until September 2010, it is clear that the \$10 million appropriated does not come close to reimbursing the cities and towns for their FY2009 Quinn Bill expenses.

The lack of funding and changes to eligibility have created significant concern and confusion. A complaint has recently been filed against the Town of Mashpee ("Town") challenging the Town's right to reduce current educational stipends and obtain reimbursement for past payments. This challenge is being brought despite contract language limiting the Town's obligation to their 50% share and the proportion of the incentive actually funded by the Commonwealth. Collins, Loughran & Peloquin, P.C. is closely following this case and actively working with the Massachusetts Municipal Association to ensure the best possible outcome. Cities and Towns currently involved in or preparing to enter bargaining should make sure they reserve a proposal on Quinn Bill issues.

Police unions and their attorneys have been raising a number of claims, many of which are addressed below. It is important to remember that every town may have a slightly different situation that should be reviewed by legal counsel before making any significant decisions.

**Claim: Cities and towns have to pay full Quinn Bill benefits even if the State doesn't reimburse them.**

It depends. The 1993 Supreme Judicial Court ("SJC") case *Town of Milton v. Commonwealth* makes clear that the statute does not mandate appropriations and does not create a contract between the Commonwealth and its cities and towns. In reaching this decision, however, the SJC does not address the impact of contract language in which the municipality and its police union have agreed to limit the liability of a city or town when the State fails to reimburse its share of the incentive payment. One thing that is clear is that the municipality remains responsible for its portion of the incentive payment. Whether or not cities and towns are unequivocally responsible for the State's share will likely depend on contract language and the outcome of the Mashpee case.

**Claim: The Dracut case says cities and towns can't revoke acceptance of the Quinn Bill statute.**

*Labor Relations Commission v. Board of Selectmen of Dracut*, 374 Mass. 619 ("Dracut") was decided in 1978 before the enactment of Proposition 2½ which for the first time allowed a mechanism for the revocation of acceptance of statutes subject to local acceptance. See G.L. c. 4, § 4B. Therefore, it appears that it is now possible to revoke acceptance of the Quinn Bill.

**Claim: Cities and towns have to bargain about the decision to revoke acceptance.**

Not according to the Labor Relation Commission's decision in the *Town of Westport* case (9 MLC 1107 (1982)), a companion case to *NAGE v. Town of Weymouth*. In *Westport* the Commission noted that the revocation was taken pursuant to the enactment of one of the provisions of Proposition 2½. Revocation may be subject to impact bargaining.

**Claim: Contract language allowing recoupment is unenforceable.**

This argument is untested and relies on arguments that will likely be difficult to prove. Some cities and towns have protective language in their CBAs that may make it possible for them to not only

recoup the realized shortfall from the FY2009 reimbursement (covering expenses from FY2008), but to go after the anticipated shortfall in what they pay out in FY2010. For now however, it appears the best a city or town with recoupment language can do is recoup the 9% shortfall that was realized during FY2009. The ability or strategy for recouping and/or reducing payments going forward will vary depending on each city or town's CBA language and will be influenced by the outcome of the Mashpee case.