

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS

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In the Matter of

CITY OF NORTHAMPTON

and

INTERNATIONAL BROTHERHOOD  
OF POLICE OFFICERS, LOCAL 390

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Case No. MUP-10-6073

Date Issued: June 16, 2014

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Hearing Officer:

Margaret M. Sullivan, Esq.

Appearances:

Layla G. Taylor, Esq.	-	Representing the City of Northampton
Rebecca Lee Mitchell, Esq.	-	Representing the International Brotherhood of Police Officers, Local 390

HEARING OFFICER'S DECISION

SUMMARY

1       The issue in this case is whether the City of Northampton (City or the Employer)  
2 violated Sections 10(a)(5), (3) and (1) of Massachusetts General Laws, Chapter 150E  
3 (the Law) when in June of 2010 it failed to pay bargaining unit members of the  
4 International Brotherhood of Police Officers, Local 390 (Local 390 or Union) certain  
5 educational incentive payments for which they were eligible. I find that the City violated  
6 Sections 10(a)(3) and, derivatively, Section 10(a)(1) of the Law by retaliating against  
7 those unit members for engaging in concerted, protected activity. However, I dismiss the

1 allegation that the City violated Section 10(a)(5) of the Law by failing to bargain in good  
2 faith.

3 STATEMENT OF THE CASE

4 On November 8, 2010, Local 390 filed a charge of prohibited practice with the  
5 Department of Labor Relations (DLR) in Case No. MUP-10-6073, alleging that the City  
6 had violated Sections 10(a)(5), (3) and (1) of the Law. A DLR hearing officer conducted  
7 an investigation on September 26, 2011. On November 28, 2011, the investigator  
8 issued a complaint alleging that the City violated Section 10(a)(3) and, derivatively,  
9 Section 10(a)(1) of the Law by retaliating against bargaining unit members for engaging  
10 in concerted, protected activity when it refused to pay them certain educational incentive  
11 monies in June 2010 and that the Employer's refusal also independently violated  
12 Section 10(a)(1) of the Law. Further, the Complaint alleged that the City's refusal to pay  
13 the monies constituted a failure to bargain in good faith in violation of Section 10(a)(5)  
14 and, derivatively, Section 10(a)(1) of the Law. The City filed an answer to the complaint  
15 on December 8, 2011.

16 I conducted a hearing on February 25, 2013. Both parties had an opportunity to  
17 be heard, to examine witnesses and to introduce evidence. The parties submitted their  
18 post-hearing briefs postmarked April 16, 2013. Upon review of the entire record,  
19 including my observation of the demeanor of the witnesses, I make the following  
20 findings of fact and render the following decision.

21 Stipulated Facts

- 22 1. The Respondent/Employer is a public employer within the meaning of  
23 Section 1 of the Law.  
24

2. The Union is an employee organization within the meaning of Section 1 of the Law.
3. The Union is the exclusive bargaining representative for certain patrol officers employed by the City, excluding sergeants, lieutenants, captains and the police chief.
4. A complaint of prohibited practice was filed by the Union on or about November 8, 2010 and designated as MUP-10-6073.
5. The City and the Union were parties to a collective bargaining agreement effective July 1, 2007 through June 30, 2010 (the "Agreement or CBA").
6. The City and the Union were also parties to a Memorandum of Agreement effective July 1, 2010 through June 30, 2012 (the "MOA").

#### FINDINGS OF FACT<sup>1</sup>

##### Background

The City employs approximately sixty-five police officers in its police department, including patrol officers, sergeants, lieutenants, captains and the police chief. The City previously adopted<sup>2</sup> M.G.L. c.41, §108L, a local option statute, which is commonly referred to as the Quinn Bill.<sup>3</sup> The Quinn Bill established a career incentive pay

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<sup>1</sup> The DLR's jurisdiction in this matter is uncontested.

<sup>2</sup> The record does not contain the exact date when the City adopted the Quinn Bill.

<sup>3</sup> M.G.L.41, §108L states in pertinent part:

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 the cost of such payments upon certification by the board of higher education.

The Supreme Judicial Court previously interpreted the above-referenced language as not creating an absolute right to reimbursement but a conditional right subject to the availability of funds that the Legislature appropriated for that purpose. See Milton v. Commonwealth, 415 Mass. 471, 473 (1993).

1 program that provided for increases in the base salaries of police officers who earn  
2 higher education credits and degrees.<sup>4</sup>

3 The Union is the exclusive representative for a bargaining unit of forty-five police  
4 officers below the rank of sergeant (Local 390) as well as a separate bargaining unit of  
5 sergeants (Local 390S). The lieutenants, captains and the police chief are not  
6 represented for the purposes of collective bargaining. The Union and the City were  
7 parties to a collective bargaining agreement (2007-2010 Agreement) for Local 390 that,  
8 by its terms, was in effect from July 1, 2007 through June 30, 2010. Article XVIII of the  
9 2007-2010 Agreement referenced the Quinn Bill. Specifically, Article XVIII stated:

10 18.01 The City hereby agrees to provide eligible full-time police officers  
11 with benefits under the Quinn Bill as defined in M.G.L. c.41 S.108L.  
12 "Student Officers as defined under M.G.L. c.41 S.96B (amended) will not  
13 be eligible for benefits while attending the training, however, they may  
14 apply for eligibility should successful graduation occur prior to the  
15 deadlines in Article 18.05.

16  
17 18.02 The calculations for providing the benefits of the Quinn Bill shall be  
18 determined on the employee's base pay exclusively and shall not include  
19 overtime, holiday pay, court time, or other financial benefits that are part of  
20 an employee's gross earnings.

21  
22 18.03 It is further agreed that, pursuant to the provisions of the Quinn Bill,  
23 the City shall make two separate reimbursements to eligible officers, the  
24 first installment to provide in December, and the second installment in  
25 June.

26  
27 18.04 It is further agreed that, should State funding for the "Quinn Bill" fall  
28 below the 50% reimbursement rate, the City of Northampton shall only be  
29 responsible for reimbursing eligible employees the City's share.

30  
31 18.05 To be eligible for full benefits under Quinn Bill, an employee must  
32 have completed his one-year probationary period and must submit the

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<sup>4</sup> The Quinn Bill mandates increases in base salary for degrees in law enforcement or a law degree, including ten percent for an associate's degree, twenty percent for a bachelor's degree and twenty-five percent for a master's or law degree. There are smaller increases for each credit hour towards those degrees.

1 required paperwork prior to the September 1<sup>st</sup> deadline. In the interest of  
2 administrative convenience, employees shall notify the Chief of Police of  
3 initial eligibility by January 1st and submit the required documentation by  
4 August 24<sup>th</sup>.

5  
6 18.06 Any new employee hired at such time that precludes meeting the  
7 deadlines in Article 18.05 will be eligible for career incentive benefits in an  
8 amount not to exceed the City's 50% share, calculate a pro-rated basis  
9 monthly (full 30 day, 1/12 annual cycle) commencing on the date of  
10 eligibility.

11  
12 The language in Article XVIII has been present for at least twenty-five years in  
13 successive collective bargaining agreements between the City and the Union for Local  
14 390 and has remained unchanged with one exception.<sup>5</sup> On or about 1994, the parties  
15 amended Section 18.01 to include the reference to student officers.

16 Quinn Bill Benefits Payment Process

17 Pursuant to Article XVIII, Local 390 unit members submitted transcripts and other  
18 documents verifying their educational attainments and their eligibility for Quinn Bill  
19 benefits to Police Chief Russell Sienkiewicz (Chief Sienkiewicz) by September 1 of each  
20 year.<sup>6</sup> Shortly thereafter, the Police Department submitted the paperwork as well as the  
21 police officers' current salary to the Board of Higher Education's Office of Student  
22 Financial Assistance (OFSA), which managed the Quinn Bill. The OFSA issued a list  
23 (certification list), which certified that particular officers were eligible for salary increases

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<sup>5</sup> The record contains no evidence of the bargaining history which resulted in the inclusion of Article XVIII in the parties' collective bargaining agreement approximately twenty-five years ago. Current Local 390 president Robert Moriarty (Moriarty) opined that Article 18.04 only referred to the Commonwealth's complete elimination of funding for the Quinn Bill. However because the City hired Moriarty in 1994, which was after the parties negotiated Article 18.04, I decline to credit his testimony on this point.

<sup>6</sup> Unit members did not need to re-apply for Quinn Bill benefits each year. However, when unit member first became eligible for Quinn Bill benefits or when they obtained additional credits or a more advanced degree, they submitted the necessary paperwork by September 1<sup>st</sup>.

(Quinn Bill benefits or increases) and the amounts of those increases. Chief Sienkiewicz then included funds in the Police Department's budget for the next fiscal year to pay for those Quinn Bill increases. In December of that next fiscal year, the City paid half of the Quinn Bill increases, which the parties referred to as the City's share of the Quinn Bill costs. In June of that next fiscal year, the City paid the remaining half of the Quinn Bill increases, which the parties referred to as the Commonwealth's share of the Quinn Bill costs. In the July or August following that fiscal year, the City submitted information to the OFSA listing the Quinn Bill payments made to police officers in the prior fiscal year and seeking reimbursement from the Commonwealth. The City received the reimbursement the following spring. A lag time of approximately nine months typically existed between the June payment to police officers and the spring reimbursement. Chief Sienkiewicz indicated that the City often did not receive a full fifty percent reimbursement from the Commonwealth for Quinn Bill increases that the City paid in the prior fiscal year.<sup>7</sup> The City Treasurer deposited the funds from the reimbursement into the City's General Appropriations Account.

Quinn Bill Data for Fiscal Years 2006-2009

FY 06

The City appropriated \$297,952.00 in the Police Department's budget for the payment of Quinn Bill benefits. The City actually paid police officers, both unit and non-unit members, \$313,882.30 in Quinn Bill benefits. The City received \$137,961.09 in

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<sup>7</sup> A number of reasons existed as to why the City often did not receive the entire fifty percent reimbursement rate. The OFSA certification list did not reflect subsequent step increases or COLAs that the City's police officers might receive. Also, during the period between certification and reimbursement, police officers, who already were eligible for Quinn Bill benefits, could have left the police department.

1 revenue from the Commonwealth in FY06 as reimbursement for monies that the City  
2 expended in Quinn Bill increases in FY05.<sup>8</sup>

3 FY07

4 The City appropriated \$324,614.00 in the Police Department's budget for  
5 payment of Quinn Bill benefits. The City actually paid police officers, both unit and non-  
6 unit members, \$335,560.73 in Quinn Bill benefits. The City received \$162,412.19 in  
7 revenue from the Commonwealth in FY07 as reimbursement for monies that the City  
8 expended for Quinn Bill increases in FY06.<sup>9</sup>

9 FY08

10 The City appropriated \$436,982.00 in the Police Department's budget for the  
11 payment of Quinn Bill benefits. The City actually paid police officers, both unit and non-  
12 unit members, \$427,855.00 in Quinn Bill benefits. The City received \$165,055.88 in  
13 revenue from the Commonwealth in FY08 as reimbursement for monies that the City  
14 expended for Quinn Bill increases in FY07.<sup>10</sup>

15 FY09

16 The City appropriated \$245,628.00 in the Police Department's budget for the  
17 payment of Quinn Bill benefits. The City actually paid police officers, both unit and non-

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<sup>8</sup> The record before me does not contain the exact amounts that the City expended for Quinn Bill increases in FY05. Additionally, the record does not contain the amounts that the City paid for Quinn Bill benefits or received in reimbursements for those fiscal years prior to FY05.

<sup>9</sup> \$162,412.19, the amount that the Commonwealth paid in FY07 as reimbursement for FY06, divided by \$313,882.30, the amount that the City actually paid in Quinn Bill increases in FY06, equals an approximately fifty-two percent reimbursement rate.

<sup>10</sup> \$165,055.88, the amount that the Commonwealth paid in FY08 as reimbursement for FY07, divided by \$335,560.73, the amount that the City actually paid in Quinn Bill increases in FY07, equals a forty-nine percent reimbursement rate.

1 unit members, \$379,507.49 in Quinn Bill benefits. The City received \$168,838.65 in  
2 revenue from the Commonwealth in FY09 as reimbursement for monies that the City  
3 expended for Quinn Bill increases in FY08.<sup>11</sup>

#### 4 Relevant Events in Calendar Year 2009

5 In late winter, early spring 2009, the City estimated that there was a possible six  
6 million dollar shortfall in the FY10 budget, which included a projected twenty-one  
7 percent increase in the cost of health insurance. While compiling the Police  
8 Department's proposed FY10 budget, Chief Sienkiewicz heard rumors that the  
9 Commonwealth might eliminate certain grants that the City used to fund the police  
10 department's budget as well as to reduce or eliminate the reimbursement for Quinn Bill  
11 payments for FY10.<sup>12</sup> Chief Sienkiewicz prepared approximately fourteen different  
12 budget proposals to address all possible funding scenarios. Then Mayor Mary Clare  
13 Higgins (Mayor Higgins) intended to ask the City Council to approve a measure to place  
14 an override of Proposition 2<sup>1/2</sup> before the City's voters.<sup>13</sup> However, before she put the  
15 override proposal before the City Council, she wanted the various unions that  
16 represented the City's employees to agree to no pay increases for FY10. On March 16,  
17 2009, Mayor Higgins notified all of the City's unrepresented employees of a wage freeze  
18 for FY10.

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<sup>11</sup> \$168,838.65, the amount that the Commonwealth paid in FY09 as reimbursement for FY08, divided by \$427,855.00, the amount that the City actually paid in Quinn Bill increases in FY08, equals an approximately thirty-nine percent reimbursement rate.

<sup>12</sup> The Union claimed that rumors circulated every year that the Commonwealth intended to reduce or eliminate reimbursement for the Quinn Bill.

<sup>13</sup> An override of Proposition 2<sup>1/2</sup> would allow the City to increase property taxes.



1        At a March or April 2009 meeting,<sup>14</sup> then City Solicitor Elaine Reall (Reall)  
2        requested that the Union agree to re-open the 2007-2010 Agreement.<sup>15</sup> Specifically,  
3        Reall requested that the Union waive the 3% cost of living adjustment (COLA) for  
4        FY10,<sup>16</sup> which was scheduled to take place on July 1, 2009, as well as to waive the step  
5        increases, which unit members would be eligible for in FY10. The City indicated that  
6        layoffs of unit members would be necessary if the Union did not agree to waive the  
7        FY10 COLA and step increases. The Union requested that the City provide it with more  
8        detailed information, including which positions would be saved if the Union agreed to  
9        waive the COLA and the step increases. The parties specifically did not discuss Quinn  
10       Bill benefits at this meeting.

11       Within several weeks, representatives from the City and the Union met again. At  
12       some point, Mayor Higgins joined the meeting. The City proposed that the Union agree  
13       to waive the FY10 COLA and step increases in exchange for a guarantee that the City  
14       would not lay off four unit members, whom the City otherwise might lay off. Also, the  
15       City would pay one hundred percent of the Quinn Bill increases for which unit members

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<sup>14</sup> In March and April 2009, the Union and the City were holding meetings to discuss possible changes in employee contribution rates for health insurance.

<sup>15</sup> The City also requested that three other municipal unions, including the Fire Fighters Union, AFSCME and the Northampton Association of Municipal Employees, reopen their collective bargaining agreements. Those three unions subsequently agreed to reopen their contracts.

<sup>16</sup> Article XLV of the 2007-2010 Agreement provided for three percent annual cost of living adjustments (COLA's) in FY08, FY09 and FY10.

1 would be eligible in FY10,<sup>17</sup> even if the Commonwealth did not fully fund the Quinn Bill.  
2 The City also would agree to meet with the Union and to revamp Article XVIII.<sup>18</sup> Reall  
3 commented that the City would exercise its right pursuant to Article 18.04 to pay only  
4 fifty percent of the Quinn Bill increases benefits due unit members if the Union did not  
5 agree to the City's proposal and the Commonwealth reduced funding for the Quinn Bill.

6 In late April, early May 2009, the Union submitted the City's proposal to re-open  
7 the 2007-2010 Agreement to unit members for their approval. Unit members voted not  
8 to accept the proposal.<sup>19</sup> On May 13, 2009, Dickson sent the following letter to Reall:

9 Be advised Local 390, IBPO has rejected the offer made by the City of  
10 Northampton to forego negotiated steps and the three percent (3%) wage  
11 increase due on July 1, 2009.  
12

13 The vote reflects the desire of the local not to amend the collective  
14 bargaining agreement in place until June 30, 2010, even in the event of  
15 layoffs.

16 Thereafter, the parties had no further discussions about the Union waiving the FY10  
17 COLA or step increases.

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<sup>17</sup> Approximately ten of the forty-five unit members were not eligible for Quinn Bill benefits and would not receive any salary increases if the Union waived the FY10 COLA and step increases.

<sup>18</sup> Former Local 390 President Victor Caputo (Caputo) testified that the City had proposed payment of one-hundred percent of unit members' Quinn Bill benefits, if the Union waived the FY10 COLA and step increases. However, the City introduced into evidence a proposed side letter of agreement, which referenced payment of seventy-five percent of unit members' Quinn Bill benefits if the Union waived the FY10 COLA and step increases. However, I need not reconcile the contradictory percentages, because it is not material to the outcome of the case.

<sup>19</sup> During negotiations for the 2007-2010 Agreement, the Union had agreed to eliminate a sick leave buyback provision in exchange for COLA increases. Unit members voted down the City's request to re-open the contract, because they believed that it circumvented the parties' prior deal.

1 In late June 2009, the City's voters approved an override of Proposition 2½,  
2 eliminating the budget shortfall in the FY10 budget and the need for layoffs. On or about  
3 July 1, 2009, the City paid unit members their 3% COLA for FY10.

4 On or about November 5, 2009, the Commonwealth issued a revised cherry  
5 sheet<sup>20</sup> for the City indicating that the Commonwealth would reimburse the City \$36,180  
6 for Quinn Bill benefits that the City had paid in FY09. On November 30, 2009, Chief  
7 Sienkiewicz sent an email message to all sworn personnel stating:

8 Be advised the Quinn Bill disbursement for December will be as it always  
9 has been, the City's full 50% share. This will be in the 10 DEC paycheck.<sup>21</sup>

10 The City subsequently paid all sworn police personnel their Quinn Bill benefits in  
11 December 2009.

12 2010

13 On or about February 3, 2010, the City received a reimbursement of \$36,060<sup>22</sup>  
14 from the Commonwealth for Quinn Bill benefits that the City had expended in FY09.<sup>23</sup>

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<sup>20</sup> The cherry sheet is the official notification by the Commonwealth's Commissioner of Revenue to municipalities and school districts of estimated state aid to be paid and charges to be assessed.

<sup>21</sup> The Union previously had inquired whether the City intended to pay its fifty percent share of Quinn Bill benefits to unit members in December 2009, even though the Commonwealth had reduced its funding.

<sup>22</sup> The record does not contain an explanation why the Commonwealth actually gave the City \$120 less than the reimbursement amount listed on the November 5, 2009 cherry sheet.

<sup>23</sup> \$36,060, the amount that the Commonwealth paid in FY10 as reimbursement for FY09, divided by \$379,507.49, the amount that the City actually paid in Quinn Bill increases in FY09, equals an approximately ten percent reimbursement rate. The ten percent reimbursement rate was the lowest reimbursement rate that the City had received prior to that time.

1 In June 2010, Local 390's bargaining unit members did not receive any Quinn Bill  
2 increases. Prior to FY10, the City always paid Local 390's unit members one-hundred  
3 percent of the Quinn Bill increases for which they were eligible, with unit members  
4 receiving half of the total sum in December and the remaining half in June of each year.  
5 Unlike in prior years, the City did not make a June payment in 2010 and unit members  
6 lost the remaining half of the Quinn Bill increases for which they were eligible for in  
7 FY10

#### 8 Successor Contract Negotiations

9 In early to mid-June 2010, the Union and the City were engaged in negotiations  
10 for a successor collective bargaining agreement. The City made a proposal that the  
11 Union accept 0% COLA increases and 0% step increases for FY11 and FY12 in  
12 exchange for the City paying unit members 100% of their Quinn Bill benefits, even if the  
13 Commonwealth did not provide any funding.

14 On or about mid-June 2010, the Union became aware that the City had paid the  
15 sergeants in Local 309S<sup>24</sup> and the lieutenants, the captains and the police chief  
16 amounts equal to half of their Quinn Bill benefits on or about that time, which meant that  
17 the City had paid sergeants, lieutenants, captains and the police chief one-hundred  
18 percent of their Quinn Bill benefits for FY10.

19 On June 14, 2010, Robert Dickson (Dickson), the Union's business agent, sent  
20 an email message to Reall stating:

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<sup>24</sup> On or about May 15, 2010, the City and Local 309S negotiated a successor collective bargaining agreement in which Local 390S waived salary increases in exchange for the City's full payment of Quinn Bill increases, even if the Commonwealth reduced or eliminated its share of funding for Quinn Bill benefits.

1 Thank you for the offer for Local 390, IBPO, I have two questions:

2  
3 What is the Mayor's position on the second half of the Quinn Bill for  
4 FY2010? We received the first half in December, but nothing for the  
5 second half whereas the Supervisors did receive the entire Quinn Bill for  
6 FY 2010.

7  
8 I will be forwarding a proposal to address the educational stipend for  
9 officers hired after July 1, 2009 as the Quinn Bill does not exist for these  
10 employees.<sup>25</sup>

11 On June 14, 2010, Reall forwarded Dickson's email to Glenda Stoddard (Stoddard), the  
12 City's Director of Labor Relations, for her feedback and comments. About one hour  
13 later, Stoddard sent a reply via email stating:

14 All my notes show that the Mayor said 390 would get no more Quinn in  
15 FY10 due to 3% + steps that no one else got in FY10.

16 On June 16, 2010, Reall sent Dickson an email message stating:

17 The Mayor confirmed that her position remains unchanged; 390  
18 understood that by taking 3% and their steps the second half year Quinn  
19 payment was not going to be available. I've attached Glenda Stoddard's  
20 recollection of the prior discussion of this issue.<sup>26</sup>

21 Shortly thereafter, the City and the Union entered into a Memorandum of  
22 Agreement (2010-2012 MOA) that, by its terms, was in effect from July 1, 2010 through  
23 June 30, 2012. The 2010-2012 MOA stated in pertinent part:

24 **Duration:** [Emphasis in original] July 1, 2010 to June 30, 2012.

25  
26 **Wage and Salary:**

27  
28 FY11: 0%

29  
30 FY 12: 0%

31  
32 ...

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<sup>25</sup> Police officers, whom the City hired after July 1, 2009, were not eligible for Quinn benefits.

<sup>26</sup> Reall attached a copy of Stoddard's June 14, 2010 email message.

**Quinn Education Incentive:**

The City agrees to provide 100% Quinn education incentive coverage for the terms of this agreement. Said term is defined as fiscal years FY11 and FY12. Future coverage, it is understood and agreed, shall be the subject of future negotiations. ...

October 13, 2012 Letter

On October 13, 2010, Rebecca Lee Mitchell (Mitchell), counsel for the Union, sent a letter to Reall concerning the City's failure to pay Local 390 unit members Quinn Bill benefits in June 2010. Mitchell noted in pertinent part:

This letter serves as both notice and the City of Northampton/Northampton Police Department's opportunity to cure and remedy this wrong. The Union hereby demands that the City of Northampton/Northampton Police Department pay the patrolmen the outstanding Quinn bill reimbursement. Please respond to this Demand to Bargain within ten (10) business days of its receipt or the Union will find it necessary to file with the Division of Labor [Relations].

The Union subsequently filed its charge of prohibited practice on November 9, 2010.

Subsequent Commonwealth reimbursements for Quinn benefits.

On or about May 18, 2011, the City received a reimbursement of \$19,800.28 for Quinn Bill benefits that the City had expended in FY10. The Commonwealth did not reimburse the City in FY12 and FY13 for Quinn Bill benefits that the City expended in FY11 and FY12 respectively.

OpinionPrima Facie Case

A public employer that retaliates or discriminates against an employee for engaging in activity protected by Section 2 of the Law violates Section 10(a)(3) of the Law. Southern Worcester Reg. Voc. School District v. Labor Relations Commission, 388

1 Mass. 414 (1982); School Committee of Boston v. Labor Relations Commission, 40  
2 Mass. App. Ct. 327 (1996). To establish a prima facie case of discrimination, a  
3 charging party must show that: 1) an employee was engaged in activity protected by  
4 Section 2 of the Law; 2) the employer knew of that conduct; 3) the employer took  
5 adverse action against the employee; and 4) the employer took the adverse action to  
6 discourage the protected activity. Quincy School Committee, 27 MLC 83, 92, MUP-1986  
7 (December 29, 2000); Town of Clinton, 12 MLC 1361, 1365, MUP-5659 (November 9,  
8 1985).

9 Here, it is undisputed that unit members engaged in activity protected by Section  
10 2 of the Law when the union membership in late April, early May 2009 voted not to re-  
11 open the 2007-2010 Agreement. Also, the City, acting through its labor counsel Reall,  
12 was aware of the unit members' vote not to re-open the agreement, because Union  
13 business agent Dickson referenced the vote in his May 13, 2009 letter to her. The next  
14 question is whether unit members suffered an adverse action. The Commonwealth  
15 Employment Relations Board (CERB) has consistently defined adverse action as an  
16 adverse personnel action, such as a suspension, discharge, involuntary transfer or  
17 reduction in supervisory authority. City of Boston, 35 MLC 289, 291, MUP-04-4077 (May  
18 20, 2009); Town of Dracut, 25 MLC 131, 133, MUP-1397 (February 17, 1999). The  
19 Union contends that the City's failure to pay unit members Quinn Bill benefits in June  
20 2010 constituted an adverse action, especially in light of the fact that the City paid other  
21 sworn police personnel Quinn Bill benefits at that time. Conversely, the City asserts  
22 that its payment of Quinn Bill benefits to the sergeants, the lieutenants and the police  
23 chief is irrelevant as to whether unit members suffered an adverse action. The

1 Employer argues that unit members received exactly the Quinn Bill benefits that the  
2 Union and the City had negotiated as part of the 2007-2010 Agreement, and thus unit  
3 members suffered no adverse action.

4 An adverse employment action must materially disadvantage the affected  
5 employees in some way. City of Boston, 35 MLC at 291. Material disadvantage arises  
6 when objective aspects of the work environment are affected. See King v. City of  
7 Boston, 71 Mass. App. Ct. 460, 468 (2008) (failing to provide female superior officers  
8 with rank-specific locker rooms rises to the level of an adverse action). Because there  
9 must be real harm, subjective feelings of disappointment and disillusionment will not  
10 suffice. See MacCormack v. Boston Edison Co., 423 Mass. 652, 663-664 (1996)  
11 (former employee's claims of adverse action were based upon subjective feelings of  
12 disappointment and disillusionment rather than objective evidence that he had been  
13 disadvantaged in terms and conditions employment); see also City of Holyoke, 35 MLC  
14 153, 156, MUP-05-4503 (January 9, 2009) (co-workers' subjective opinions and office  
15 banter do not render as adverse a previously requested transfer). Here, the City denied  
16 unit members a form of monetary compensation for which they were eligible while  
17 granting that compensation to other employees, who were not members of Local 390's  
18 bargaining unit. The City's failure to provide unit members with a benefit that it provided  
19 to other employees constituted an adverse action. See Town of Dracut, 25 MLC at 133  
20 (failing to provide police officers with paid leave on July 3rd while granting such leave to  
21 other municipal employees constitutes an adverse action).



Animus

1           Turning to the fourth prong of the prima facie case, I must consider whether there  
2   is evidence of animus toward unit members' protected activity. A charging party may  
3   proffer direct or indirect evidence of discrimination in support of its claim. See Town of  
4   Brookfield, 28 MLC 320, 327-328, MUP-2538 (May 1, 2002), aff'd sub nom., Town of  
5   Brookfield v. Labor Relations Commission, 443 Mass. 315 (2005).

Direct Evidence

7           In discrimination cases where the charging party has proffered direct evidence of  
8   discrimination, the CERB applies the two-step analysis articulated in Wynn v. Wynn,  
9   P.C. v. Massachusetts Commission Against Discrimination, 431 Mass. 685 (2000)  
10   (Wynn & Wynn). According to the first step in the Wynn & Wynn analysis, a charging  
11   party meets its initial burden by proffering direct evidence that proscribed criteria, here,  
12   engaging in concerted, protected activity, played a motivating part in a respondent's  
13   adverse action. Id. at 667. Direct evidence is evidence that, "if believed, results in an  
14   inescapable, or at least a highly probable inference that forbidden bias was present in  
15   the workplace." Id. (citing Johansen v. NCR Comten, Inc., 30 Mass. App. Ct. 294, 300  
16   (1991)). Stray remarks in the workplace, statements by people without the power to  
17   make employment decisions, and statements made by decision makers unrelated to the  
18   decisional process itself do not suffice to satisfy a charging party's threshold burden. Id.  
19   at 667 (citing Price Waterhouse v. Hopkins, 490 U.S. 228, 277 (1989)). Here, Mayor  
20   Higgins commented that the City would not pay Local 390's unit members Quinn Bill  
21   benefits in June 2010 because they had received the 3% COLA increases and step  
22   increases on July 1, 2010. Stoddard and Reall then referenced those comments in their

1    respective June 14, 2010 and June 16, 2010 email messages to the Union. However, I  
2    do not need to decide whether Mayor Higgins' comments constitute direct evidence of  
3    animus towards unit members' protected activity, because, as more fully discussed  
4    below, even if I apply the higher burden of proof set forth in Trustees of Forbes Library  
5    v. Labor Relations Commission (Trustees of Forbes Library), 384 Mass. 559 (1981), I  
6    find that the Union has met its burden of establishing that, but for the unit members'  
7    concerted, protected activity, the City would not have declined to pay unit members' a  
8    portion of their Quinn Bill benefits in June 2010.

9    Indirect Evidence

10       Absent direct evidence of improper motivation, unlawful motivation may be  
11    established through circumstantial evidence and reasonable inferences drawn from that  
12    evidence. Suffolk County Sheriff's Department, 27 MLC155, 159, MUP-1498 (June 4,  
13    2001). Circumstantial factors may include: the timing of the adverse action in relation to  
14    the protected activity, Town of Somerset, 15 MLC 1523, 1529, MUP-6404 (March 9,  
15    1989); the insubstantiality of the reasons given for the adverse action, Commonwealth  
16    of Massachusetts, 14 MLC 1743, 1749, SUP-3081 (May 19, 1988); and the employer's  
17    divergence from longstanding practices, Town of Mashpee, 36 MLC 163, 171, MUP-02-  
18    3653 (April 15, 2010). Here, the City contended that it did not pay unit members their  
19    Quinn Bill benefits in June 2010 because the Commonwealth did not fully reimburse the  
20    City for fifty percent of the costs of the Quinn Bill benefits that the City had paid sworn  
21    police personnel in FY09. However, Chief Sienkiewicz acknowledged that in past  
22    years, there were instances when the amount of the Commonwealth's reimbursement to  
23    the City was less than fifty percent of the amount of Quinn Bill benefits that the City had

1 paid to police officers in the prior fiscal year. Further, it is undisputed that prior to FY10,  
2 the City always paid unit members one hundred percent of the Quinn Bill increases for  
3 which they were eligible. In FY10, the City deviated from its longstanding practice when  
4 it only paid unit members fifty percent of their Quinn Bill increases in December 2009  
5 and paid them nothing in June 2010. The City's divergence from its longstanding  
6 practice leads me to conclude that the City's non-payment of a portion of unit members'  
7 Quinn Bill benefits in June 2010 was motivated by animus. See Town of Carver, 35  
8 MLC 29, 49-50, MUP-03-3894 (June 30, 2008) (drawing reasonable inference of  
9 animus based on deviation from past practice as well as certain other factors). Thus,  
10 Local 390 has established the four elements of its prima facie case.

#### 11 Employer's Burden of Production

12 Under the three-part Trustees of Forbes Library analysis, once a charging party  
13 establishes a prima facie case of retaliation, it is the employer's burden to produce a  
14 legitimate, non-discriminatory motive for taking the adverse action. The employer's  
15 burden to produce legitimate, non-discriminatory reasons for taking the adverse action  
16 is more than simply stating an unsubstantiated allegation. Commonwealth of  
17 Massachusetts, 25 MLC 44, 46, SUP-4128 (August 24, 1998). The employer must  
18 state a lawful reason for its decision and produce supporting facts indicating that the  
19 proffered reason was actually a motive in the decision. Trustees of Forbes Library, 384  
20 Mass. at 566; Quincy School Committee, 27 MLC at 92; Commonwealth of  
21 Massachusetts, 25 MLC at 46. Here, the City relies upon the language in Article 18.04  
22 of the 2007-2010 Agreement as the basis for why it did not pay unit members the

1 remaining fifty percent portion of their FY10 Quinn Bill increases in June 2010. Article  
2 18.04 of the 2007-2010 Agreement states in pertinent part:

3 ... [s]hould State funding for the "Quinn Bill" fall below the 50%  
4 reimbursement rate, the [City] shall only be responsible for reimbursing  
5 eligible employees the City's share.

6 The facts before me show that on February 3, 2010, the Commonwealth reimbursed the  
7 City \$36,060 or approximately ten percent of the \$379,507.49 in Quinn Bill benefits that  
8 the City had paid police officers in FY09. Furthermore, the City already had reimbursed  
9 unit members for an amount equal to fifty percent of their FY10 Quinn Bill benefits in  
10 December 10, 2010. Consequently, the City has met its burden of production.

11 "But For" Analysis

12 Once an employer produces evidence of a legitimate, non-discriminatory reason  
13 for taking the adverse action, the case becomes one of "mixed motives." Under the  
14 Trustees of Forbes Library analysis, the CERB considers whether the employer would  
15 have taken the adverse action but for the employee's protected activities. Suffolk  
16 County Sheriff's Department, 27 MLC at 160; Quincy School Committee, 27 MLC at 92.  
17 The charging party bears the burden of proving that, but for the protected activity, the  
18 employer would not have taken the adverse action. Athol-Royalston Regional School  
19 Committee, 28 MLC 204, 214, MUP-2279 (January 14, 2002); Town of Athol, 25 MLC  
20 208, 211, MUP-1448 (June 11, 1999).

21 For the following reasons, I find that the City would have paid unit members the  
22 remaining half of their FY10 Quinn Bill benefits if they had not engaged in concerted  
23 protected activity. First, the City paid the other sworn personnel in the Police  
24 Department the remaining half of their FY10 Quinn Bill benefits. The City's stated

1 reason for the payments was that the lieutenants and the police chief, who were  
2 unrepresented for the purposes of collective bargaining, had participated in the wage  
3 freeze and that the sergeants had agreed to no retroactive monies when they  
4 negotiated their successor collective bargaining agreement in May 2010. The City had  
5 rewarded the sergeants, lieutenants and captains for their sacrifices by paying them the  
6 remainder of the FY10 Quinn Bill benefits that they were owed. Conversely, the  
7 conclusion can be made that the City was penalizing Local 390's unit members for  
8 refusing to re-open the 2007-2010 Agreement by declining to pay them the remainder of  
9 the FY10 Quinn Bill monies. Mayor Higgins' comments, which are referenced supra,  
10 support the conclusion that the City decided not to pay the Quinn Bill benefits because  
11 unit members had not agreed to re-open the contract.

12 Although the City argues that pursuant to Article 18.04 of the 2007-2010  
13 Agreement the City was not responsible for paying unit members the remaining portion  
14 of their Quinn Bill payments in June 2010 because the Commonwealth had not made  
15 the requisite reimbursement, the City fails to adequately explain why it only invoked  
16 Article 18.04 after Local 390 refused to re-open the 2007-2010 Agreement. The City  
17 asserted that Stoddard only discovered the language in 2009 on or about the time that  
18 the parties were discussing the City's request to re-open the 2007-2010 Agreement.  
19 However, the language in Article 18.04 has been present in the parties' various  
20 collective bargaining agreements for approximately twenty-five years. Additionally, the  
21 City acknowledged that the Commonwealth previously had failed to pay the requisite  
22 fifty percent reimbursement in prior years, thereby potentially triggering Article 18.04.

1 Finally, the City has placed no evidence in the record showing that its decision  
2 not to pay unit members the remaining portion of their FY10 Quinn Bill benefits was  
3 because of a lack of funds. The City emphasized the possible six million dollar  
4 budgetary shortfall for FY10 that City the faced when it requested Local 390 to re-open  
5 the 2007-2010 Agreement. However, the City's voters subsequently approved a  
6 Proposition 2½ override in late June 2009, which eliminated the potential FY10  
7 budgetary shortfall. When the City paid the sergeants, lieutenants and the police chief  
8 their remaining Quinn Bill benefits, the City paid those employees sums equal to fifty  
9 percent of their Quinn Bill increases, which represented the monies still owed to them in  
10 FY10 after the December 2009 payments. The City did not pay those employees just  
11 ten percent of their Quinn Bill benefits, which actually was the amount that the  
12 Commonwealth reimbursed the City in February 23, 2010. Because the City paid the  
13 sergeants, lieutenants and police chief the entire fifty-percent of the Quinn Bill benefits  
14 for which they were eligible, it undercuts any argument that the City did not pay Local  
15 390's unit members a portion of their Quinn Bill increases because the City could not  
16 afford to do so in light of the ten percent reimbursement from the Commonwealth.  
17 Accordingly, I conclude that the City has violated Sections 10(a)(3) and, derivatively,  
18 10(a)(1) of the Law by not paying the remaining portion of the FY10 Quinn Bill benefits  
19 in June 2010 to unit members who were eligible for the benefits.<sup>27</sup>

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<sup>27</sup> Having concluded that the City's conduct violated Section 10(a)(3) and, derivatively, Section 10(a)(1) of the Law, I need not reach the issue of whether the City's conduct also independently violated Section 10(a)(1) of the Law as the potential remedy for that allegation is subsumed within the remedy for the Section 10(a)(3) violation. Cf. Town of Dennis, 28 MLC 297, 3030 n.14, MUP-2634 (April 3, 2002) (declining to reach the issue of whether an employer's unlawful conduct that resulted in a finding of a unilateral change violation also repudiated the parties' collective bargaining agreement).

1 Failure to Bargain in Good Faith

2 A public employer violates Section 10(a)(5) of the Law when it implements a  
3 change in a mandatory subject of bargaining without first providing the employees'  
4 exclusive collective bargaining representative with prior notice and an opportunity to  
5 bargain to resolution or impasse. School Committee of Newton v. Labor Relations  
6 Commission, 338 Mass. 557 (1983). The duty to bargain extends to both conditions of  
7 employment that are established through past practice as well as conditions of  
8 employment that are established through a collective bargaining agreement.  
9 Commonwealth of Massachusetts, 27 MLC 1, 5, SUP-4304 (June 30, 2000); City of  
10 Gloucester, 26 MLC 128, 129, MUP-2180 (March 1, 2000); City of Boston, 16 MLC  
11 1429, 1434, MUP-6697 (December 19, 1989); Town of Wilmington, 9 MLC 1694, 1697,  
12 MUP-4688 (March 18, 1983). To establish a unilateral change violation, the charging  
13 party must show that: 1) the employer altered an existing practice or instituted a new  
14 one; 2) the changed affected a mandatory subject of bargaining; and 3) the change was  
15 established without prior notice or an opportunity to bargain. Commonwealth of  
16 Massachusetts, 20 MLC 1545, 1552, SUP-3460 (May 13, 1994); City of Boston, 20  
17 MLC 1603, 1607, MUP-4976 (May 20, 1994). To determine whether a practice exists,  
18 the Board analyzes the combination of facts upon which the alleged practice is  
19 predicated, including whether the practice has occurred with regularity over a sufficient  
20 period of time so that it is reasonable to expect that the practice will continue. Swansea  
21 Water District, 28 MLC 244, 245, MUP-2436, MUP-2456 (January 23, 2002);  
22 Commonwealth of Massachusetts, 23 MLC 171, 172, SUP-3586 (January 30, 1997);  
23 Town of Chatham, 21 MC 1526, 1531, MUP-9186 (January 5, 1995). A condition of

1 employment may be found despite sporadic or infrequent activity where a consistent  
2 practice that applies to rare circumstances is followed each time the circumstances  
3 precipitating the practice recur. Commonwealth of Massachusetts, 23 MLC at 172.

4 The issue here is whether the City violated Section 10(a)(5) of the Law when in  
5 June 2010, it did not pay unit members the outstanding portion of their FY10 Quinn Bill  
6 benefits without giving the Union an opportunity to bargain to resolution or impasse.  
7 Prior to June 2010, the City paid unit members the entire amount of Quinn Bill benefits  
8 for which unit members were eligible, even if the Commonwealth did not reimburse the  
9 City for the full fifty percent of the monies that the City had expended for Quinn Bill  
10 benefits in the prior fiscal year. The City paid unit members their Quinn Bill increases in  
11 December and June of each fiscal year. When the City failed to pay unit members the  
12 outstanding portion of their FY10 Quinn Bill increase in June 2010, the City instituted a  
13 unilateral change in the payment of those salary increases. Wages are a mandatory  
14 subject of bargaining under Section 6 of the Law.

15 However, the City contends that no statutory bargaining obligation attached  
16 because Article 18.04 of the 2007-2010 Agreement permitted the change. Where an  
17 employer raises the affirmative defense of waiver by contract, it bears the burden of  
18 demonstrating that the parties consciously considered the situation that has arisen and  
19 that the union knowingly waived its bargaining rights. Massachusetts Board of Regents,  
20 15 MLC 1265, 1269, SUP-2959 (November 18, 1988); Town of Marblehead, 12 MLC  
21 1667, 1670, MUP-5370 (March 28, 1986). The initial inquiry focuses on the language of  
22 the contract. Town of Mansfield, 25 MLC 14, 15, MUP-1567 (August 4, 1998). If the  
23 language clearly, unequivocally and specifically permits the public employer to make the



1 change, no further inquiry is necessary. City of Worcester, 16 MLC 1327, 1333, MUP-  
2 6810 (October 19, 1989). If the language is ambiguous, the Board will review the  
3 parties' bargaining history to determine their intent. Peabody School Committee, 28  
4 MLC 19, 21, MUP-2073 (June 21, 2001); Town of Marblehead, 12 MLC at 1670.  
5 Reading the language of Article 18.04 carefully, giving the words their plain and normal  
6 meaning, I conclude that the provision unambiguously addresses the situation that  
7 arose in June 2010 and constitutes a waiver of the Union's right to bargain over the  
8 change. The Commonwealth's funding for the Quinn Bill was only ten percent, well  
9 below the fifty percent threshold referenced in Article 18.04. Pursuant to the language  
10 in Article 18.04, the City only was responsible for payment of the City's share of the  
11 Quinn Bill, which would be the remaining fifty percent of the Quinn Bill benefits. The  
12 City had paid unit members and other sworn personnel sums equal to fifty percent of  
13 their FY10 Quinn Bill benefits on December 10, 2009. Therefore, the City had no  
14 obligation to pay unit members the other fifty percent of their FY10 Quinn Bill monies in  
15 June 2010. Accordingly, I dismiss the allegation that the City failed to bargain in good  
16 faith in violation of Section 10(a)(5) of the Law.

### 17 Remedy

18 Section 11 of the Law grants the CERB broad authority to fashion appropriate  
19 orders to remedy unlawful conduct. Labor Relations Commission v. City of Everett, 7  
20 Mass. App. Ct. 826 (1979); Millis School Committee, 23 MLC 99, MUP-9038 (October 8,  
21 1996). When an employer is found to have retaliated in regards to any term or condition  
22 of bargaining unit members' employment because they engaged in concerted protected  
23 activity, the usual remedy requires the employer to make the affected employees whole

1 for losses that they sustained as a result of the unlawful retaliation. See Town of  
2 Somerset, 16 MLC 1028, 1029, MUP-6404 (June 7, 1989) (ordering resumption of  
3 payment of a weekly shift differential and compensation for lost payments). Here,  
4 because the City retaliated against those unit members who were eligible for Quinn Bill  
5 benefits by not paying the remainder of their FY10 benefits, the appropriate make whole  
6 remedy is an order to pay those benefits plus interest.

7       However, approximately twenty-one months after the events in the present case,  
8 the Supreme Judicial Court (SJC) issued its decision in Adams v. City of Boston  
9 (Adams), 461 Mass. 602 (2012). In the Adams case, the SJC ruled that municipalities  
10 need only pay fifty percent of the monies owed to police officers, who were eligible for  
11 Quinn Bill benefits, plus any additional funds that the Commonwealth contributes. Id. at  
12 615. Because the City already paid fifty percent of unit members' FY10 Quinn Bill  
13 benefits in December 10, 2009, the question before me is whether, as part of a make  
14 whole remedy, the City should be required to pay only an additional ten percent of unit  
15 members FY10 Quinn Bill benefits or the remaining fifty percent of unit members FY10  
16 Quinn benefits. Ten percent is the percentage of FY09 Quinn Bill expenditures for  
17 which the Commonwealth actually reimbursed the City on February 3, 2010. Assuming  
18 arguendo that the Adams case should be applied retroactively, the SJC notes in Adams  
19 that a municipality may agree to pay more than fifty percent of the municipality's share  
20 of the Quinn Bill benefits but M.G.L. c.41, §108L does not require it. Id. Here, the facts  
21 before me show that the City voluntarily paid the sergeants, lieutenants and the police  
22 chief, the remaining fifty percent of their FY10 Quinn Bill benefits in June 2010, which,  
23 along with the City's December 2009 payment, resulted in them receiving one hundred

1 percent of their FY10 Quinn Bill increases. Except for the City's punitive conduct  
2 towards Local 390's unit members, the City would have paid all of its sworn police  
3 personnel the same percentage of Quinn Bill benefits, i.e. one hundred percent of  
4 FY10's Quinn Bill increases. Thus, in order to make the patrol officers whole for the  
5 City's unlawful conduct, the City should also pay Local 390's unit members the  
6 outstanding fifty percent of their FY10 Quinn Bill benefits.

### 7 CONCLUSION

8 Based on the record and for the reasons stated above, I conclude that the City  
9 violated Section 10(a)(3) and, derivatively, Section 10(a)(1) of the Law by retaliating  
10 against Local 390's bargaining unit members, who were eligible for Quinn Bill benefits,  
11 for engaging in concerted, protected activity. I dismiss the allegation that the City  
12 violated Section 10(a) (5) of the Law by failing to bargain in good faith.

### 13 ORDER

14 WHEREFORE, based upon the foregoing, IT IS HEREBY ORDERED that the City shall:

15 1. Cease and desist from:

- 16  
17 a) Retaliating against Local 390's bargaining unit members for  
18 engaging in concerted, protected activity.  
19  
20 b) In any like manner, interfering with, restraining and coercing its  
21 employees in any right guaranteed under the Law.  
22

23 2. Take the following action that will effectuate the purposes of the Law  
24

- 25 a) Pay bargaining unit members the remaining fifty percent portion of  
26 the Quinn Bill benefits for which they were eligible in FY10, plus  
27 interest owed at the rate specified in M.G.L.c.231, Section 6I,  
28 compounded quarterly.  
29  
30 b) Post immediately in all conspicuous places where members of  
31 Local 390's bargaining unit usually congregate, or where notices  
32 are usually posted, including electronically, if the City customarily

1 communicates with these unit members via intranet or email and  
2 display for a period of thirty (30) days thereafter signed copies of  
3 the attached Notice to Employees.

- 4  
5 c) Notify the DLR in writing of steps taken to comply with this decision  
6 within ten (10) days of receipt of this decision.

SO ORDERED.

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS



MARGARET M. SULLIVAN  
HEARING OFFICER

APPEAL RIGHTS

The parties are advised of their right, pursuant to M.G.L. c.150E, Section 11, 456 CMR 13.02(1)(j), and 456 CMR 13.15, to request a review of this decision by the Commonwealth Employment Relations Board by filing a Notice of Appeal with the Executive Secretary of the Department of Labor Relations not later than ten days after receiving notice of this decision. If a Notice of Appeal is not filed within ten days, the decision shall become final and binding on the parties.



THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS

# NOTICE TO EMPLOYEES

POSTED BY ORDER OF A HEARING OFFICER OF  
THE MASSACHUSETTS DEPARTMENT OF LABOR RELATIONS  
AN AGENCY OF THE COMMONWEALTH OF MASSACHUSETTS

A hearing officer of the Massachusetts Department of Labor Relations (DLR) has held that the City of Northampton (City) violated Section 10(a)(3) and, derivatively, Section 10(a)(1) of Massachusetts General Laws, Chapter 150E (the Law) when in June 2010, it retaliated against certain members of the International Brotherhood of Police Officers, Local 360's (Local 360)'s bargaining unit for engaging in concerted activity protected by Section 2 of the Law. The City retaliated against Local 360's unit members, who were eligible for Quinn Bill benefits, by not paying them the remaining portion of their FY10 benefits.

Section 2 of M.G.L. Chapter 150E gives public employees the following rights:

- to engage in self-organization to form, join or assist any union;
- to bargain collectively through representatives of their own choosing;
- to act together for the purpose of collective bargaining or other mutual aid or protection; and
- to refrain from all of the above.

WE WILL not retaliate against Local 390 unit members for engaging in concerted activity protected under Section 2 of the Law.

WE WILL pay bargaining unit members the remaining fifty percent portion of the Quinn Bill benefits for which they were eligible in FY10, plus interest owed at the rate specified in M.G.L.c.231, Section 6I, compounded quarterly.

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City of Northampton

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Date

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED OR REMOVED**

This notice must remain posted for 30 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Department of Labor Relations, 19 Staniford Street, 1<sup>st</sup> Floor, Boston, MA 02114 (Telephone: (617) 626-7132).