

Bond Case Briefs

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Malden Police Patrolman's Association v. Malden

Appeals Court of Massachusetts, Middlesex. - August 11, 2017 - N.E.3d - 92 Mass.App.Ct. 5320 - 17 WL 3442612

Police union filed a complaint against the city, alleging that the city owed the officers approximately \$410,000 in compensation for the performance of past detail work pursuant to collective bargaining agreement and requesting relief under theories of breach of contract, breach of an implied covenant of good faith and fair dealing, promissory estoppel, unjust enrichment, and violation of the Massachusetts Wage Act.

The Superior Court Department allowed the city's motion to dismiss with respect to the first four counts of the complaint, and granted summary judgment for the city with respect to the fifth count of the complaint. Union appealed.

The Appeals Court held that:

- Trial court did not abuse its discretion by considering the merits of the city's motion to dismiss, rather than deeming city's motion fatally defective because of city's failure to comply with Superior Court's rules;
- If there was a collective bargaining agreement (CBA) in effect, police union was required to follow the grievance procedures;
- CBA precluded recovery by police union for compensation for the performance of past detail work under a theory of unjust enrichment;
- Doctrine of promissory estoppel was not applicable;
- When officers' detail work is performed for third parties, statute, governing expenditure of compensation for off-duty or special detail work, governs with respect to detail pay, but, to extent that the city "hires" its own officers as "employees" to perform detail services, payment is governed by the Wage Act; and
- Fact that the municipal finance law, provides that compensation for off-duty detail work shall be paid to employee no later than ten working days after receipt by city, does not render this statute incompatible with the Wage Act.