

Commonwealth of Massachusetts  
County of Worcester  
The Superior Court

JUL - 1 2010

Civil Docket **WOCV2009-02446**

RE: Barre v Barre Police Association Massachusetts Coalition of Police

TO: Leigh A Panettiere, Esquire  
Sandulli Grace Shapiro Horowitz & Davidson  
44 School Street  
Suite 1100  
Boston, MA 02108

CLERK'S NOTICE

This is to notify you that in the above referenced case the Court's action on **06/24/2010**:

*RE: Deft Barre Police Association Massachusetts Coalition of Police's MOTION for Judgment on pleadings in action for confirmation of arbitrator's award, Memo of law in support of motion, Plf's opposition to Deft's motion, Memo of law in support of opposition and cross-motion for judgment on the pleadings, Deft's motion in opposition to Plf's cross-motion for judgment on the pleadings, Memo of law in support of its opposition to Plf's cross-motion , & cert of service*

is as follows:

**Motion (P#4) ALLOWED (Dennis J. Curran, Justice) Notices mailed 6/29/2010**

Dated at Worcester, Massachusetts this 29th day of June,  
2010.

Dennis P. McManus, Esq.,  
Clerk of the Courts

BY:

Alexander Rodriguez, III  
Assistant Clerk

Telephone: 508-831-2358 (Session Clerk) or 508-831-2347

Copies mailed 06/29/2010

**COMMONWEALTH OF MASSACHUSETTS  
THE SUPERIOR COURT**

**WORCESTER, ss.**

**TOWN OF BARRE,  
Plaintiff**

**Docket No.: 09-CV-2446-C**

**v.**

**BARRE POLICE ASSOCIATION  
MASSACHUSETTS COALITION  
OF POLICE, LOCAL 340, AFL-CIO,  
Defendant**

**MEMORANDUM OF DECISION AND ORDER**

**BACKGROUND**

The Town of Barre filed an action against the Barre Police Association, Local 340, AFL-CIO seeking relief from an arbitration award under G. L. c. 150C. The defendant has moved for judgment on the pleadings, seeking confirmation of the arbitration award and attorney's fees. The plaintiff has cross-moved for judgment on the pleadings.

For the following reasons, the defendant's motion is **ALLOWED** and the plaintiff's cross-motion is **DENIED**. The defendant's motion for attorney's fees under G.L. c. 231, section 6F is also **DENIED**.

**I. THE FACTS**

**A. The Grievance**

On July 1, 2008, the Town of Barre, Massachusetts and the Barre Police Association, Local 340, AFL-CIO entered into a collective bargaining agreement (Agreement) effective through June 30, 2011. In August of 2008, Barre Police Officer Tyrone Patrino reported suffering from severe headaches, and used both personal and sick time to take days off from work. On September 9, 2008, he submitted a medical slip to the police department indicating that he could not return to work until further notice.

On September 10, Officer Patrino informed Police Chief Erik Demetropolous that he required leave under the federal Family and Medical Leave Act (FMLA). 42 U.S.C. § 12361. The Chief

faxed the requisite FMLA leave forms to Patruno's physician, Dr. Bernstein, on September 16. The forms stated that Patruno's leave would begin on September 12, 2008, and end on December 12, 2008. The forms also required, under the FMLA, that Patruno provide medical certification of a serious health condition to the Chief by November 5, 2008.

On September 16, Dr. Bernstein certified that Patruno was suffering from severe headaches and should be out of work for one to two months. On November 5, he sent the Chief a three-page fax informing him that Patruno needed to remain off-duty until further notice.

During his FMLA leave, Patruno's wife, Amy, had been corresponding with the Chief concerning her husband's medical condition. In one e-mail, the Chief told Mrs. Patruno that her husband's FMLA leave, as well as his right to return to duty, would not expire until December 12, 2008, that the FMLA forms required a certification of a serious health condition, and that he must be updated on the status of Patruno's condition at least two days before the FMLA leave ended.

In an e-mail exchange dated November 5, 2008, Mrs. Patruno informed the Chief that Dr. Bernstein was faxing over the requested certification forms (which Dr. Bernstein subsequently did), and also asked if there was light duty work available for her husband. The Chief responded:

***“The Town of Barre allows light duty work. There a [sic] few stipulations that go with it. Each case is different depending on what their limitations were [sic], etc. In Ty's case he would have to be cleared to return to work in a light duty status, usually by a doctor under the Town. The light duties we've issued in the past were for administrative reasons or a physical issue allowing them to do office work and not patrol work. I could not stay [sic] if he would be allowed or denied as of right now due to the limited knowledge of his condition or clearance to return. He's covered under the F.M.L.A. until December 12<sup>th</sup> (I believe), and if light duty is a possibility, we'd have to address that issue once we get closer to that date. I know that we would need to know his eligibility to return by 2 days prior to the aforementioned date.”***

In the same e-mail, the Chief asked Mrs. Patruno to keep him apprised on the result of her husband's appointment at the Lahey Clinic on November 13, because it would assist him in making a determination concerning his fitness for light duty work. He also told Mrs. Patruno that he would need to discuss the matter with the Town Administrator.

On December 9, 2008 the Chief e-mailed a memorandum to Patruno, notifying him that:

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- 1) his FMLA leave was scheduled to expire on December 12;
- 2) he was required to update the Chief on his ability to return to work by December 10;

3) he needed to provide an updated physician report before the Chief could schedule an examination with the Town doctor; and

4) there were no light duty positions open at the time.

The following day, Mrs. Patruno e-mailed the Chief and attached a note, dated December 5, 2008, from Dr. Bernstein requesting a three-month extension of Patruno's FMLA leave. The Chief responded on December 11, informing the Patruno's that no extension was available, the FMLA leave expired on the following day, and the Town Administrator was available to discuss the matter with him.

That same day, counsel for the Union spoke with the Chief about extending Patruno's leave until December 15. The Chief agreed to do so. Counsel then sent a letter to the Chief confirming the extension.

During the night of December 11, 2008, a severe ice storm swept the region. As a result of the storm, the Chief did not respond to Union counsel's letter until December 22. In his letter, the Chief informed counsel as to the reason for the delay, stated that Patruno's FMLA leave and his right to return to duty had both expired, and that he was no longer on the police department's payroll.

On December 24, Union counsel emailed the Chief a follow-up to her December 11 confirmation letter (presumably because counsel had yet to receive the Chief's letter dated December 22). In the letter, counsel asked whether Patruno's leave status would remain unchanged until such time as the town could arrange for a fitness exam.

On December 27, the Chief mailed a letter to Patruno, which informed him that: 1) his FMLA leave had expired; 2) he was no longer on the police department's payroll; and 3) his right to return to duty no longer existed. On December 31, the Union grieved in behalf of Patruno. The grievance, dated January 1, 2009, was received by the Town on January 11th.

### **B. The Arbitration Hearing**

On May 27, 2009 and June 18, 2009, this matter was arbitrated on the following stipulated issue:

***“Did the Town of Barre violate the provisions of Article 40 A and/or 40 B with respect to Tyrone Patruno in or about December, 2008? If so, what shall the remedy be?”***

Despite the stipulation, the Town raised the issue of whether the grievance was timely submitted, contending that the latest possible date of an occurrence was December 15, the day to which the Chief agreed to extend Patruno's leave in accordance with the request of the Union counsel. The Union argued that the occurrence date was December 30, the day on which Patruno received the Chief's letter dated December 27. The Union also argued that, because the stipulated issue pertained only to Article 40 of the Agreement, the arbitrator was precluded from making a procedural determination.

The arbitrator found that the occurrence giving rise to the grievance happened on December 27 and that the grievance was, therefore, timely filed. His decision rested on two findings: first, it was reasonable for the Union to believe that Patruno's status was an open-ended, unresolved issue from December 11 until December 22 as a result of the Chief's delay in following up on his December 11<sup>th</sup> conversation with the union representative; and second, the Chief's December 22<sup>nd</sup> letter, informing the Union of Patruno's discharge, was not delivered to any member of the Union before December 27. He also noted the Chief's uncertainty as to when he handed the notice to the Union president, and credited the Union president's testimony that he did not receive notice before December 27.

The next issue before the arbitrator was whether the Town violated Article 40 B of the Agreement.<sup>1</sup> Article 40 B mandates that "No officer, excluding officers who are probationary, will be dismissed, disciplined, demoted, suspended, removed, discharged, or terminated without just cause."

The Town argued that Patruno was removed because there was no light duty position available, and he was not fit to return to full duty. The Town contended that it had just cause to remove Patruno for six reasons: 1) he had no remaining leave available to him which would allow him to stay on the payroll after his FMLA leave expired on December 12; 2) he had failed to ask for a leave of absence from the Town Selectmen, under Article 29 of the Agreement; 3) neither the Chief nor the Town Selectmen had the legal authority to extend the FMLA leave in accordance with the request of Patruno's physician; 4) Patruno failed to satisfy the FMLA requirements because he had not provided medical certification of a serious health condition by November 5, failed to present a fit-for-duty-certificate, failed to provide periodic reports to the Chief, failed to notify the Chief of his health at least two days before the leave expired, and failed to furnish recertification; 5) the Agreement contained no contractual right to light duty; and 6) Patruno failed to provide any evidence of his ability to perform light duty work.

The Union argued that the Town violated the "just cause" provision by terminating Patruno after denying his request for light duty. The Union relied on the Barre Police Department's Absenteeism Sick Injured Policy, which states, "The Department encourages and welcomes officers, whether sick or injured, to return to duty on a work duty/ work hardening status. Every effort will be made to accommodate the Officer's medical limitations while on status." The Union noted that three other Barre police officers had recently been placed on light duty status and presented testimony from a Barre Police Sergeant, who stated that there were always light duty positions open. Patruno testified that he had told the Chief on either November 18 or 19 that Dr. Bernstein had cleared him for light duty work, and that the Chief never responded. The Union argued that the Chief refused to schedule a fitness-for-duty exam per the Union's request, despite stating that he would do so in a letter dated December 9th. Finally, the Union argued that the twelve week leave mandated by the FMLA was a minimum guarantee only, and that expiration of a federally mandated leave did not justify termination in light of a practice of enabling officers to take extended unpaid leaves or light duty status.

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<sup>1</sup> The record is unclear as to why Article 40 A was not argued at the arbitration hearing. Because the arbitrator's decision dealt only with Article 40 B of the Agreement, Article 40 A is not an issue before the court.

The arbitrator found in favor of the Union and Patruno. Concerning the FMLA, the arbitrator agreed with the Union that nothing in either the Agreement or the statute itself precluded the Town from negotiating a greater benefit than was guaranteed Patruno. Although the arbitrator noted that Patruno did not follow the FMLA requirements to the letter, he disagreed with the Town's assertion that Patruno failed to give the Town any medical information at all. The arbitrator found nothing in the record to contradict the Union's position that up until December 9, 2008, Patruno had provided the Chief with all of the medical documentation available to him. The Chief also never asked Patruno or his physician to clarify or explain any of the information he received.

The arbitrator also found that the Chief's December 9th letter declaring that there were no light duty positions available was inconsistent with the former e-mail exchange with Mrs. Patruno, as well as light duty granted to other Barre police officers. In light of these light duty assignments, as well as Patruno's compliance with the protocol to obtain light duty work status, the arbitrator found that the Town had treated Patruno disparately.

The arbitrator reinstated Patruno to light duty status, required that Patruno be provided with a fitness-for-duty exam, and reinstated him to full duty, pending a favorable examination result. The award also ensured that an appeal to a neutral, third-party doctor was available to Patruno.

The Union, in its original briefs to the arbitrator, had requested the remedy of back pay, but the original award was silent on the matter. Under G. L. c. 150E, § 8, the union had requested that the arbitrator clarify the award. The arbitrator complied with the request, ordering that Patruno be made whole for lost wages and benefits, from the day of his reinstatement back to February 19, 2009, minus all wages and unemployment benefits.

The Town appealed to the Superior Court to vacate the arbitrator's award, arguing that the arbitrator exceeded his authority in violation of G. L. c. 150C, § 11(a)(3). Both parties have moved for a judgment on the pleadings. The Union also requested attorney's fees. At my request, both parties were invited to submit supplemental memoranda after the Supreme Judicial Court decided the then-pending case, *School Committee of Lowell v. Robishaw* (now contained at 456 Mass. 653 (2010) which addressed the issue of an arbitrator's authority.

## **II. DISCUSSION**

### **A. Standard of Review**

A reviewing court may only vacate an arbitrator's award under the limited circumstances enumerated in G. L. c. 150C, § 11(a). *School Committee of Lowell v. Robishaw*, 456 Mass. 653, 660 (2010). Absent proof of any of the factors promulgated in the statute, the reviewing court is "strictly bound by the arbitrator's factual findings and conclusions of law, even if they are in error." *School Committee of Pittsfield v. United Educ. of Pittsfield*, 438 Mass. 753, 758 (2003). See also *Lynn v. Thompson*, 435 Mass. 54, 61 (2001), cert. denied, 534 U.S. 1131 (2002) (the court is strictly bound by an arbitrator's factual and legal conclusions, even if those conclusions appear to be erroneous, inconsistent, or unsupported by the record).

The only basis for the challenge here is G. L. c. 150C, § 11(a)(3), which allows the court to vacate an arbitrator's award only where the arbitrator has exceeded his powers, the award violated public policy or required a person to engage in conduct prohibited by state or federal law. G. L. c. 150C, § 11(a)(3). *See Robishaw*, 456 Mass. at 661 (internal quotations omitted).

## **B. Analysis**

In its complaint, the Town alleges that the arbitrator's decision violated G. L. c. 150C § 11(a) in that the arbitrator exceeded his powers by: (1) arbitrating where the Union failed to submit a timely grievance; (2) requiring the Town to engage in conduct prohibited by state or federal law; and 3) clarifying the award.

### **1. Challenges to the Original Arbitration Award**

#### **a. The Arbitrator's Findings on Whether the Grievance was Timely Submitted**

In Count I, the Town contends that the arbitrator exceeded his powers in violation of G. L. c. 150C, § 11(a)(3) by arbitrating where the Union failed to submit a timely grievance. The Town argues that the arbitrator erred when he found that neither party disputed that the police department received the grievance on January 9, 2009. The Town asserts that the correct date was January 11, 2009. It also claims that the arbitrator made an incorrect ruling of law by arbitrating a grievance where the Town properly raised jurisdictional issues that should have barred the Union's claim. Finally, the Town argues that the arbitrator's decision contravened public policy, which supports enforcing the terms of collective bargaining agreements and their timeframes. These actions were within the arbitrator's authority.

A reviewing court may not vacate an arbitrator's award based on either an incorrect factual or legal conclusion. *Robishaw*, 456 Mass. at 660. The Town is asking the court to do just. It argues that the arbitrator's factual finding as to the date of receipt of the grievance was incorrect,<sup>2</sup> and asserts as well that the arbitrator issued an incorrect ruling of law to continue arbitration after the Town had properly raised jurisdictional issues. Even if the arbitrator's findings were clearly erroneous or wholly unsupported by the record, the result is the same: the reviewing court may not disturb those findings as long as the arbitrator remained within the scope of his reference, did not violate public policy, and did not require a party to engage in conduct prohibited by state or federal law. *Id.* at 661.

The arbitrator operated within his scope of reference, the Agreement, when he found that the Union's grievance was timely submitted. After the Town raised the jurisdictional issue, the arbitrator looked to Article 26 of the Agreement, which lays out the timeframe for grievance submission: "Should an occurrence arise which results in a grievance, the officer or Union shall submit said grievance to the Chief of Police within fourteen (14) days of the occurrence." A factual finding or decision made pursuant to Article 26 may not be disturbed by a reviewing court. *Id.* at 660-661.

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<sup>2</sup> It should be noted that in its complaint, the Town alleged that the "grievance was received by the Police Department on January 9, 2008," and not January 11, 2009, rendering this argument without merit.

Indeed, even if the Town had not raised a jurisdictional question, it is within the arbitrator's purview to decide procedural questions which bear on the final disposition. *Bedford v. AFSCME*, 69 Mass. App. Ct. 110, 112 (2007) ("Once it is determined...that the parties are obligated to submit the subject matter of a dispute to arbitration 'procedural' questions which grow out of the dispute and bear on its final disposition should be left to the arbitrator."). Time limits, such as the one contained in Article 26, are considered procedural in the context of arbitration. *Howsam v. Dean Witter Reynolds, Inc.*, 537 U.S. 79, 85 (2002).

The Town also claims that the award did not adhere to the timeframe contained within the Agreement and thereby violates public policy. But public policy exception to the general rule that an arbitrator's award may not be disturbed is a narrow one, applying "only where an employee's conduct implicates a well-defined, dominant, public policy ascertained by reference to specific law or legal precedent; the conduct is integral to the employee's duties; and such conduct would require an employee's dismissal." *Robishaw*, 456 Mass. at 664. The procedural issue raised by the Town does not relate to Patruno's duties or conduct. Therefore, the public policy exception does not apply.

**b. Whether the Award Required the Town to Engage in Conduct Prohibited by Law**

In Count II, the Town claims that, by granting Patruno the right to return to work, the award required that it engage in conduct prohibited by the FMLA. This argument is also without merit.

Article 19 of the Agreement provides that "the Town and the Union shall abide by the terms of the Family Medical Leave Act." The arbitrator found nothing in this provision or the FMLA itself that precluded the Town from negotiating greater benefits than the minimum of twelve weeks guaranteed by the Act. This Court is mandated to find that the twelve weeks of unpaid leave required by the FMLA is a floor, not a ceiling. *See Colburn v. Parker/Hannifan Nichols Portland*, 429 F.3d 325, 330 (1st Cir. 2005) (the FMLA contains provisions establishing a "substantive floor for conduct by employers"). A finding that Town was free to negotiate greater rights beyond the minimum guaranteed by the FMLA does not amount to conduct prohibited by federal law, especially where the FMLA recognizes its provisions are a minimum floor. 29 U.S.C. § 2652(a) (the Act is not "to be construed to diminish the obligation of an employer to comply with any collective bargaining agreement . . . that provides greater family or medical leave rights to employees than the rights established under this Act or any amendment made by this Act").

Nor is there any merit to the Town's contention that it was prohibited from negotiating a additional leave under the FMLA because Patruno did not satisfy the Act's documentation requirements. Although the arbitrator did find that Patruno failed to follow the requirements to the letter, he had complied with all of the Chief's requests for medical documentation and was never asked to either explain or clarify those medical documents. This court is constrained by the Supreme Judicial Court from upsetting the arbitrator's factual or legal conclusions regarding Patruno's compliance with the FMLA documentation requirements. *See Robishaw*, 456 Mass. at 660-661. Accordingly, this challenge must fail.

The Town also argues that, despite having found that Patruno did not request an unpaid leave pursuant to Article 29 of the Agreement, nonetheless, the arbitrator found Patruno was entitled to an extended leave. Although the Town is correct that the arbitrator expressly found that Patruno had not followed the protocol for obtaining an Article 29 leave of absence, he based Patruno's reinstatement on the ground that he had been removed without just cause under Article 40 B of the Agreement. Again, this Court is prohibited from disturbing the arbitrator's factual and legal conclusions on this matter, given that he was acting within the scope of reference, did not clearly act against public policy, and did not require the Town to engage in conduct prohibited by law. *Id.*<sup>3</sup>

## **2. The Clarification of the Award**

Finally, the Town claims that the arbitrator did not clarify the award under G. L. c. 251, §9, but rather, modified it and in doing so, exceeded his authority. In its argument, the Town relies on 456 C.M.R. 22.13(1)(a), which states that an arbitrator may only clarify an award if it is so "indefinite or incomplete that it cannot be performed." The Town argues that the award was neither indefinite nor incomplete. It also contends that the arbitrator failed to offer a reason for his determination that the lost wages should be paid retroactively to February 19, 2009.

Although the court agrees with the Town's contention that the arbitrator conflated a clarification with a modification, it disagrees that the clarification exceeded the arbitrator's powers and violated G.L. c. 150C § 11(a)(3). G.L. c. 251, § 9 permits an arbitrator to "modify or correct an award upon the grounds stated in (1) and (3) of subdivision (a) of section thirteen, or for the purpose of clarifying an award." Section 13(a)(1) allows modification where "there was an evident miscalculation of figures or an evident mistake in the description of any person, thing, or property referred to in the award." G. L. c. 251, § 13(a)(1). Section 13(a) (3) allows a modification where "the award is imperfect in a matter of form, not affecting the merits of the controversy." G. L. c. 251, § 13(a)(3). The arbitrator issued the clarification upon application of the Union, which had originally requested lost wages in its briefs to the arbitrator, and which was a matter on which the original award was silent. This modification was proper under the statute because this request was not touched upon in the original award, rendering it imperfect in a matter of form, and the remedy offered in the modification did not affect the merits of the case. G. L. c. 251, §§ 9 and 13(a)(3).

That the arbitrator mistakenly called the modification a clarification is of no import, particularly where the arbitrator was acting under the authority of G. L. c. 251, § 9, which permits both modification and clarification. Even if the "clarification" constituted an erroneous legal conclusion, unless the conclusion was outside the scope of the arbitrator's reference, was against public policy, or required a party to engage in conduct prohibited by state or federal law, the court is constrained from disturbing it. *Robishaw*, 456 Mass. at 660-661.

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<sup>3</sup> In its opposition memorandum to the defendant's motion for judgment on the pleadings, the Town also included a claim that the arbitrator's reinstatement of Patruno violated the rule that Articles in a bargaining agreement which impinge on the Chief's authority to decide duty are null. *Chief of Police of Dracut v. Dracut*, 357 Mass. 492, 502 (1970). However, there was no such provision in the Agreement, which the Town has not only acknowledged, but used as an argument in support of vacating the award.

The Town also argued that the arbitrator offered no reason as to why February 19 was the proper start date from which to calculate lost wages. An arbitrator's award, however, "need not include any statement of reasons, findings of facts, or conclusions of law." *Fidelity & Cas. Co. of New York v. Cooke*, 357 Mass. 763 (1970).

For these reasons, the "clarification", so-called, of the award is **AFFIRMED**.

### **3. The Union's Motion for Attorney's Fees**

Under G. L. c. 231, § 6F, a court may determine, upon application from a party, that "all or substantially all of the claims . . . made by any party who was represented by counsel during most or all of the proceeding, were wholly insubstantial, frivolous and not advanced in good faith." G. L. c. 231, § 6F. A claim is frivolous if it lacks weight or importance, or fails to controvert the "material points of the opposing pleadings." *Hahn v. Planning Bd. of Stoughton*, 403 Mass. 332, 337 (1988). In order to award attorney's fees, the court must also find that the claim was not advanced in good faith. Claims lacking in good faith are those "interposed for any improper purpose, such as to harass or cause unnecessary delay or needless increase in the cost of litigation." *Id.* (internal quotations omitted). Once such a determination has been made, the court "shall award to each party against whom such claims were asserted an amount representing the reasonable counsel fees and other costs and expenses incurred in defending against such claims." G. L. c. 231, § 6F.

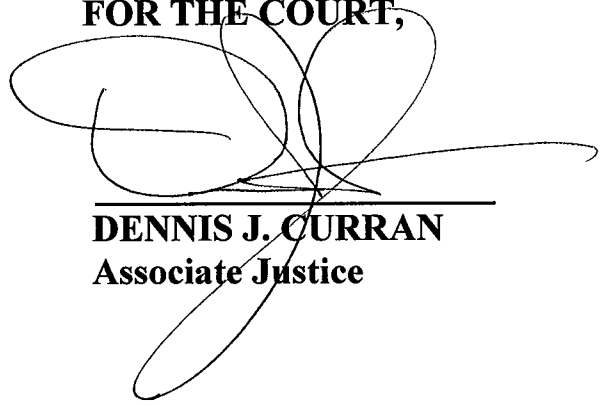
Although the court has declined to vacate the arbitration award, the Town claims that the arbitrator exceeded his powers by deciding an untimely grievance and clarifying the award were neither frivolous nor lacking in good faith. This is the Town's first appeal, it has not made numerous motions concerning collateral matters, and there is no indication that the appeal was brought to harass the Union or cause undue delay. *Hahn*, 403 Mass. at 337 (The three claims brought by appellant were lacking in weight or substance and did not pertain to the central matter, which evidenced frivolousness, and a lack of good faith was demonstrated through the applicant's actions throughout the course of litigation).

Because a violation of G. L. c. 150C § 11(a)(3) is always open to judicial review, *Local 589, Amalgamated Transit Union v. Mass. Bay Transp. Authority*, 392 Mass. 407, 410-411 (1984), and where there is no evidence in the record supporting the argument that the Town advanced frivolous claims without good faith, the Union's motion for attorney's fees is **DENIED**.

## **ORDER**

For the foregoing reasons, the plaintiff's motion for judgment on the pleadings is **DENIED**, and the defendant's motion for judgment on the pleadings to confirm the arbitration award is **ALLOWED**. Finally, the defendant's motion for attorney's fees under G.L. c. 231, section 6F is **DENIED**.

**FOR THE COURT,**

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right. The signature is positioned above a horizontal line.

**DENNIS J. CURRAN**  
**Associate Justice**

June 24, 2010

Commonwealth of Massachusetts  
County of Worcester  
The Superior Court

CIVIL DOCKET# WOCV2009-02446C

Town of Barre, (Plaintiff)

vs

Barre Police Association Massachusetts Coalition of Police,  
Local 340, AFL-CIO (Defendant)

Barre Police Association Massachusetts Coalition  
of Police, Local 340, AFL-CIO (Plaintiff in Counterclaim)

vs.

Town of Barre (Defendant in Counterclaim)

**JUDGMENT ON THE PLEADINGS IN ACTION FOR CONFIRMATION OF  
ARBITRATOR'S AWARD**

This action came on before the Court, Dennis J. Curran, Justice, presiding, on the Plaintiff's Motion for Judgment on the Pleadings to Confirm the Arbitration Award and the Defendant-Plaintiff in Counterclaim's Motion for Judgment on the Pleadings in Action for Confirmation of Arbitrator's Award, and upon consideration thereof, ⑧

It is **ORDERED** and **ADJUDGED**:

That the 9/18/2009 decision of the Arbitrator for the Defendant-Plaintiff in Counterclaim, Barre Police Association Massachusetts Coalition of Police, Local 340, AFL-CIO, is hereby **AFFIRMED**, without any attorney's fees.

Dated at Worcester, Massachusetts this 29th day of June, 2010.

Dennis P. McManus, Esq.,  
Clerk of the Courts

By: Alexander Rodriguez, III  
Assistant Clerk

Entered & 6/29/10  
Copies Made

**Commonwealth of Massachusetts  
County of Worcester  
The Superior Court**

Civil Docket **WOCV2006-01371**

RE: Dumas v Motel 6-Tewsbury

TO: Roy Dumas  
Concord (M.C.I)  
965 Elm Street, P.O. Box9106  
Concord, MA 01742

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**CLERK'S NOTICE**

This is to notify you that in the above referenced case the Court's action on **06/29/2010**:

***RE: Motion to Dismiss - Filed By Roy Dumas***

**is as follows:**

**Motion (P#8) ALLOWED after review. This matter shall be dismissed forthwith.  
(Dennis J. Curran, Justice) Notices mailed 6/29/2010**

Dated at Worcester, Massachusetts this 29th day of June,  
2010.

Dennis P. McManus, Esq.,  
Clerk of the Courts

BY:

Alexander Rodriguez, III  
Assistant Clerk

Telephone: 508-831-2358 (Session Clerk) or 508-831-2347

Copies mailed 06/29/2010

Commonwealth of Massachusetts  
County of Worcester  
The Superior Court

CIVIL DOCKET# WOCV2006-01371C

Roy Dumas,  
Plaintiff

vs

Motel 6-Tewsbury,  
Defendant

**JUDGMENT ON PLAINTIFF'S MOTION TO DISMISS**

This action came on for hearing before the Court, Dennis J. Curran, Justice upon the Plaintiff, Roy Dumas', Motion to Dismiss, and upon consideration thereof,

It is **ORDERED** and **ADJUDGED**:

That the Complaint of the plaintiff, Roy Dumas, is hereby **DISMISSED** against the defendant, Motel 6-Tewsbury, without costs.

9

Dated at Worcester, Massachusetts this 29th day of June, 2010.

By: Alexander Rodriguez, III  
Assistant Clerk