COMMONWEALTH OF MASSACHUSETTS
SUPREME JUDICIAL COURT

APPEALS COURT NO.

2026-P-0455

MERRILL MASON,

Plaintiff-Appellant,

v.

TOWN OF NANTUCKET,

Defendant-Appellee.

ON APPEAL FROM A JUDGMENT OF
DISMISSAL BY THE NANTUCKET SUPERIOR COURT

APPELLANT'S APPLICATION FOR DIRECT APPELLATE REVIEW

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Dated: April 3, 2026

APPLICATION FOR DIRECT APPELLATE REVIEW

1. Request for Direct Appellate Review

Pursuant to Mass. R. App. 11(a) and M.G.L. c. 211A, § 10(A), Plaintiff-Appellant Merrill Mason hereby requests that the Supreme Judicial Court accept direct appellate review of this appeal because the question of whether a labor organization can negate a town meeting's decision to opt into the Paid Family and Medical Leave Act is one of first impression and of significant public importance.

2. Statement of Prior Proceedings in the Case

Plaintiffs Page Martineau[1] and Merrill Mason brought a lawsuit against the Town of Nantucket ("Town") on May 1, 2025, seeking a declaratory judgment to require the Town to implement the Massachusetts Paid Family and Medical Leave Act, M.G.L. c. 175M ("PFMLA"). The suit followed the Nantucket Town Meeting's decision to affirmatively opt into the PFMLA on May 7, 2024, and the Town's subsequent refusal to implement the Town Meeting's decision.

Plaintiffs filed a motion for judgment on the pleadings, and the Town brought a cross-motion for summary judgment. The Nantucket Superior Court heard oral argument on November 5, 2025.

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[1] Ms. Martineau tragically passed away during the pendency of this case.

On March 18, 2026, the Superior Court granted the Town's motion for summary judgment and denied the Plaintiffs' motion for judgment on the pleadings. As a result, the declaratory judgment suit was dismissed.

Ms. Mason's notice of appeal was timely filed in the Superior Court on March 30, 2026, and the Appeals Court docketed the case on April 1, 2026.

Ms. Mason has brought this petition for direct appellate review within 21 days of docketing in the Appeals Court, as required by Mass. R. App. P. 11(a).

3. Short Statement of Facts Relevant to the Appeal

The PFMLA took effect on Jan. 1, 2019. Under the PFMLA, employees can apply to the Commonwealth's Department of Family and Medical Leave to receive paid time off for family and medical leave. The benefits are funded by mandatory employer contributions based on each employer's payroll. M.G.L. c. 175M, § 6.

Although the statute broadly covers all private employers and state employees, "a municipality … shall not be subject to this chapter unless it adopts this chapter under section 10." M.G.L. c. 175M, § 1. In a town like Nantucket, this requires "a vote at town meeting." M.G.L. c. 175M, § 10. On May 7, 2024, the Nantucket Town Meeting passed a warrant article opting into the PFMLA.

There are thirteen bargaining units of unionized employees in the Town and its schools. On July 2, 2024, following the Town Meeting vote, Nantucket's Town Manager wrote to the various unions representing the Town's employees and

claimed that implementation was subject to bargaining before the Town could implement the PFMLA. In later correspondence, a different Town official told union leaders that "[i]f you wish to further negotiate PFML as a benefit for your members, we will proceed with scheduling another bargaining session. Should you decide to decline the implementation and imposition of fees associated with PFML or your members, we need to confirm this as well." Based on the negative responses of some of the Town's unions, on October 24, 2024, a Town official wrote back to union leaders "to advise [them] that multiple unions have decided to decline the implementation and imposition of fees associated with PFML for their members. … Please accept this email as formal correspondence, in reliance of the rejection of the proposed implementation of the statute, that the Town will not be pursing the implementation of PFML at this time."

Plaintiff Merrill Mason is an employee in the Nantucket Public School District (the "District"), and she is represented for the purposes of collective bargaining by the Nantucket Teachers' Association ("NTA"). Following the Town's decision to abandon implementation of the PFMLA in October 2024, the NTA's legal counsel contacted the District to seek implementation of the PFMLA for NTA-represented employees. Counsel for the District responded, "As you know, the Town is not implementing the provision after unsuccessful negotiations with its unions. While we express no view on that decision, the result is that the

school district is unable to enter into an enforceable separate agreement" with the NTA. This lawsuit followed.

4. Statement of the Issues of Law Raised by the Appeal

The following issues were squarely raised and properly preserved in the Superior Court.

1. Whether a municipality that exercises its local option to adopt the Paid Family and Medical Leave Act ("PFMLA") pursuant to M.G.L. c. 175M, § 10, can subsequently refuse to implement the PFMLA because one or more of the labor organizations representing its employees refuses to agree to the implementation?

2. Whether a public employee has standing to challenge her municipal employer's failure to implement the PFMLA, or whether only the labor organization that represents her has standing to do so?

5. Legal Argument

a. Summary

The Superior Court held that the Town could refuse to implement the Town Meeting's decision to opt into the PFMLA because "all unions must unanimously agree to adopt Chapter 175M for it to be implemented, which they did not." Addendum, pg. 22. In effect, the Superior Court held that any one of a municipality's unions holds the unilateral authority to veto the Town Meeting's legislative decision to opt into the PFMLA by refusing to agree to its implementation. In so deciding, the Superior Court misconstrued the nature of local-option statutes and misunderstood how they intersect with the bargaining obligations created by Chapter 150E, the Commonwealth's public-sector collective

bargaining law. The Superior Court's confusion over the role collective bargaining plays with respect to a local-option statute like the PFMLA similarly led it to make an erroneous finding that only a labor organization has standing to challenge a municipality's failure to implement the PFMLA.

b. The Town Has Non-Negotiable Obligations Under the PFMLA

The PFMLA took effect on Jan. 1, 2019. St. 218, c. 121, § 29 (codified as M.G.L. c. 175M). Under the PFMLA, employees can apply to the Department of Family and Medical Leave for paid time off for family and medical leave. The benefits are funded by mandatory employer contributions based on each employer's payroll; employers are permitted—but not required—to fund a limited portion of their contributions with payroll deductions from employee wages. M.G.L. c. 175M, § 6.

The statute broadly covers all private employers and state employees. However, "a municipality … shall not be subject to this chapter unless it adopts this chapter" by "a vote at town meeting." M.G.L. c. 175M, §§ 2 and 10. The PFMLA is therefore a "so-called 'local option' statute." *City of Somerville v. Com. Emp. Rels. Bd.*, 470 Mass. 563, 564 (2015). "Under the home rule amendment (art. 89 of the Amendments to the Massachusetts Constitution), a local-option statute becomes effective in a city and town only when the municipality votes to adopt its provisions." *Yeretsky v. City of Attleboro*, 424 Mass. 315, 316–17 (1997).

The SJC has "made clear that although such a statute is accepted voluntarily, once accepted the municipality *must* comply with the statute's unambiguous mandates." *Adams v. City of Bos.*, 461 Mass. 602, 609 (2012) (city's adoption of the Quinn Bill was binding on city) (citing cases) (emphasis added); *see also Galenski v. Town of Erving*, 471 Mass. 305, 308 (2015) ("As a local-option statute, G.L. c. 32B does not take effect until a governmental unit accepts it. Once accepted, however, it provides the exclusive mechanisms by which and to whom the municipality may provide group health insurance.") (Internal citations and quotations omitted.)

Once Nantucket's Town Meeting voted to accept the PFMLA, the Town became immediately obligated, *inter alia*, to:

- report the Town's adoption of the PFMLA to the Department of Revenue ("DOR"), 458 CMR § 2.06(7);
- file quarterly employment and wage detail reports with the DOR, 458 CMR § 2.04;
- remit contributions to the Family and Employment Security Trust Fund (the "Trust Fund") on a quarterly basis, 458 CMR § 2.05; and
- post workplace notices advising employees of their rights under the PFMLA, M.G.L. c. 175M, § 4(a).

Because the Town did not comply with its statutory obligations, Ms. Mason is seeking a declaratory judgment that the PFMLA is in effect for her and all the

Town's employees and that orders the Town to take the necessary steps to implement it. *See* M.G.L. c. 231A, §§ 1 and 5.

c. **Parties To a Bargaining Relationship Under Chapter 150E May Not Modify Obligations Required By a Local-Option Statute**

By implication, the Superior Court would seem to agree that a municipality without any unionized public employees would be obliged to immediately honor the Town Meeting's decision to opt into the PFMLA. But because Nantucket has thirteen bargaining units of unionized employees, the Superior Court wrongly concluded that the affirmative assent of each bargaining unit was required before the PFMLA could be implemented. The effect of the Superior Court's conclusion was that any one of the Town's unions could veto the decision of the Town Meeting.

As a matter of law, this is simply wrong. Over the years, this Court has addressed the question of whether a public employer and its unions can agree to modify or nullify statutory provisions, including local-option statutes, through collective bargaining. The answer has always derived from M.G.L. c. 150E, § 7(d), which states that "[i]f a collective bargaining agreement reached by the employer and the exclusive representative contains a conflict between matters which are within the scope of negotiations pursuant to section six of this chapter" and any local ordinances or bylaws and several *listed* state statutes, "the terms of the collective bargaining agreement shall prevail."

As a result, only "where the applicable statute covering the work relationship is listed in § 7(d) [can the parties] supersede the requirements of the listed statute through bargaining." *Nat'l Ass'n of Gov't Emps., Loc. R1-162 v. Lab. Rels. Comm'n*, 17 Mass. App. Ct. 542, 544 (1984). Therefore, it is "basic that a collective bargaining agreement may not require a result that conflicts with a mandate of State law, unless the law is listed in § 7(d)." *Town of Dedham v. Dedham Police Ass'n*, 46 Mass. App. Ct. 418, 419 (1999) (citing cases); *see also City of Somerville v. Com. Emp. Rels. Bd.*, 470 Mass. 563, 572 (2015); *Rooney v. Town of Yarmouth*, 410 Mass. 485, 493, n. 4 (1991).

The PFMLA is not included within § 7(d)'s list of bargainable statutes. Therefore, neither the Town nor its unions was allowed to agree to reject the PFMLA and its requirements. The Town therefore cannot bargain away its statutory obligations under the PFMLA to report its adoption of the PFMLA to the DOR, file quarterly reports with the DOR, remit quarterly contributions to the Trust Fund, and post PFMLA notices in its workplaces.

d. <u>The Superior Court Mistakenly Held That a Savings Clause Triggered a Bargaining Obligation</u>

The Superior Court incorrectly found that the PFMLA itself triggered a bargaining obligation in M.G.L. c. 175M, § 2(h)(1)(ii). Addendum, pgs. 24-25. The part of the statute cited by the Superior Court reads:

> (h)(1) This chapter shall not: (i) obviate an employer's obligations to comply with any company policy, law or collective bargaining agreement that provides for greater or additional rights to leave than those provided for by this chapter; [or] (ii) in any way curtail the rights, privileges or remedies of any employee under a collective bargaining agreement or employment contract….

M.G.L. c. 175M, § 2(h)(1). The Superior Court used this language as a foothold to conclude that the PFMLA could not be implemented without union approval. But this portion of the PFMLA is just a savings clause "reflecting a legislative desire to prevent an employer from using the [statute] as a means to extricate itself from its own more generous contractual commitments." *Glob. NAPs, Inc. v. Awiszus*, 457 Mass. 489, 505, n.1 (2010) (analyzing similar language under Mass. Maternity (now Parental) Leave Act) (Botsford, J., concurring).

Section 2(h)(1) does not mean that unions can bargain away these minimum labor standards; it simply means that the PFMLA is not intended to supersede or invalidate those collective bargaining agreements that provide for *greater* benefits and remedies than provided for under the PFMLA. Indeed, as the SJC has long held, "[r]ights of this kind, which are of a personal, and not merely economic, nature are beyond a labor union's ability to bargain away." *Sch. Comm. of Brockton v. MCAD*, 377 Mass. 392, 399 (1979) (statutory right of pregnant teachers to receive sick pay cannot be bargained away).

e. <u>The Remaining Residual Bargaining Issues Do Not Justify Avoiding, or Even Delaying, Implementation</u>

Certain residual bargaining issues did arise over the non-waivable decision by Town Meeting to adopt the PFMLA. In particular, the PFMLA authorizes the Town to deduct PFMLA contributions (up to a certain percentage) from its employees' paychecks (M.G.L. c. 175M, § 6) and to require employees' use of certain benefit time to run concurrently with PFMLA leave (M.G.L. c. 175M, § 2(h)), but it requires neither. Those limited issues are proper subjects of bargaining within the guardrails established by Chapter 175M.

The Superior Court's mistake was to assume that the parties' limited bargaining obligation over these narrow issues meant that the entire statute was a proper subject of bargaining, including the decisional question of whether the statute was to be implemented at all.

This principle is illustrated explicitly by the Commonwealth Employment Relations Board's ("CERB") decision in *Sec'y of Admin. and Finance*, 47 MLC 226 (Mar. 30, 2021) ("*A&F*"). In that case, shortly after the PFMLA went into effect, the Commonwealth as employer deducted the maximum allowable amount of PFMLA contributions from its unionized employees' paychecks without first bargaining with its employees' union (NAGE) to an impasse over the issue. *Id.*, Slip Op. at 2. CERB held that the Commonwealth in its capacity as an employer

had violated its bargaining obligations under Chapter 150E. That decision is well-grounded.

Crucially, in *A&F*, neither the CERB nor any of the parties even entertained the notion that the PFMLA itself was somehow not binding on the parties or that NAGE or the Commonwealth could somehow reject implementation of the PFMLA altogether. Rather, all parties understood that the Commonwealth would have to implement the statute. The only dispute was whether the Commonwealth wrongly deducted the maximum amount allowed under the PFMLA while bargaining with NAGE was ongoing. *Id.* at 40. The CERB found it was a violation because there is no "statutory mandate for employee PFMLA contributions … the Commonwealth could have paid the full amount owed to the Trust Fund until bargaining concluded." *Id*. at 42.

Here, the Town assumed it did not need to implement the PFMLA unless and until it reached not only an agreement with its unions on deductions from employee paychecks or concurrent running of benefit time, but also an agreement on whether to implement the PFMLA at all. Instead, the Town should have implemented the PFMLA immediately upon the Town Meeting's vote, while also bargaining these side issues, particularly since they did not need to be resolved prior to implementation.

f. The Court's Standing Decision Is a Product of Its Misunderstanding of the Town's PFMLA Obligations

Finally, the Superior Court found that Ms. Mason lacked standing because only her union had the authority to challenge the Town's failure to implement PFMLA.[2] The decision flows from the Superior Court's misapprehension of local option statutes and bargaining obligations under Chapter 150E. This suit does not concern matters that are the subject of bargaining, but rather the Town's non-bargainable obligations to implement the PFMLA.

6. Reasons Why Direct Appellate Review is Appropriate

There are three reasons the SJC will consider accepting an appeal on direct appellate review, and this case squarely meets two of them.

First, this case presents a question of first impression or a novel question of law which should be submitted for final determination to the Supreme Judicial Court. The PFMLA is a relatively new statute and the intersection between the PFMLA and Chapter 150E has not been decided in the appellate courts.

Second, the question is of high public importance, and justice requires a final determination by the full Supreme Judicial Court. Specifically, as society continues to rapidly understand and embrace the need for paid family and medical

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[2] The Superior Court wrote that Ms. Mason seeks "the benefits of Chapter 175M, while the Union representing [her] has declined to seek imposition of Chapter 175M under any terms." That claim is contrary to the record. The NTA in fact *did* seek implementation of the PFMLA, but, as noted above, was told by the District's legal counsel that it could not do so because not all Town unions would agree to implement the PFMLA.

leave, it stands to reason that more and more municipalities will adopt the PFMLA over time. Most municipalities in Massachusetts have at least some unionized public employees. Therefore, this Court's clear guidance on the interplay between the PFMLA and Chapter 150E bargaining obligations will be of statewide import. Moreover, community members who might wish to lobby their Town Meetings or City Councils to opt into the PFMLA might consider it futile to do so based on the decision below, which allows a single bargaining unit of two workers to reject implementation for an entire municipality.

Respectfully submitted,

MERRILL MASON

By her attorneys

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Dated: April 3, 2026

CERTIFICATE OF SERVICE

I hereby certify that I caused this document to be served on the Defendant by email to Defendant's counsel listed below on April 3, 2026:

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____
James A.W. Shaw, Esq.

CERTIFICATE OF COMPLIANCE

I hereby certify that this document complies with the requirements of Mass. R. App. P. 20(a). Applications for Direct Appellate Review do not have an overall word limit but Appellant's argument section is 1,863 words long consistent with Mass. R. App. P. 11(b), as measured by the word count feature in MS Word. This application uses 14-point Times New Roman font. Appellant has followed the spirit of the rule to make "short" statements of facts and issues of law. I also certify that I have complied with Mass. R. App. 16(a)(13) by including the appealed order as an addendum; there is no appellate record yet to cite Rule 16(e), but the underlying facts are primarily not in dispute and recited by the Superior Court.

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James A.W. Shaw, Esq.

ADDENDUM

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2575CV00015 Martineau, Page et al vs. Town of Nantucket

- Case Type:
- Equitable Remedies
- Case Status:
- Open
- File Date
- 05/01/2025
- DCM Track:
- A - Average
- Initiating Action:
- Declaratory Judgment G.L. c. 231A
- Status Date:
- 05/01/2025
- Case Judge:
-
- Next Event:
-

All Information | Party | Judgment | Event | Tickler | Docket | Disposition

Docket Information

Docket Date	Docket Text	File Ref Nbr.	Image Avail.
05/01/2025	Complaint electronically filed.	1	Image
05/01/2025	Exhibits/Appendix Exhibit to Complaint	1.1	Image
05/01/2025	Civil action cover sheet filed.	2	Image
05/01/2025	Case assigned to: DCM Track A - Average was added on 05/01/2025		
06/06/2025	SERVICE Returned for Defendant Town of Nantucket: Service via certified mail; Registered or Certified Mail Pursuant to Mass. R. Civ. P. 4 (d) (4)	3	Image
06/17/2025	Attorney appearance electronically filed.		Image
06/17/2025	ANSWER to original complaint, Defendant Town of Nantucket's Answer to Plaintiffs' Complaint	4	Image
06/17/2025	Attorney appearance On this date Deborah I Ecker, Esq. and David Jenkins, Esq. added for Defendant Town of Nantucket		
06/26/2025	Plaintiff Page Martineau's Notice of WITHDRAWAL Ryan M Quinn, Esq. dismissed/withdrawn for Plaintiff Page Martineau and Merrill Mason		Image
10/08/2025	Attorney appearance On this date James A Shaw, Esq. and Nico J. Marulli, Esq. added for Plaintiffs Page Martineau and Merrill Mason		
10/10/2025	Plaintiff Page Martineau, Merrill Mason's Motion for judgment on the pleadings MRCP 12(c)	5	Image
10/10/2025	Page Martineau, Merrill Mason's Memorandum Memorandum of Law in Support of Their Motion for Judgment on the Pleadings	5.1	Image
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10/10/2025	Plaintiff Page Martineau, Merrill Mason's Notice of Rule 9A package		Image
11/05/2025	Matter taken under advisement: Motion Hearing scheduled on: 11/05/2025 12:00 PM Has been: Held - Under advisement / Decision Rendered 3/18/2026 Hon. Elaine M Buckley, Presiding Appeared: Plaintiff James A Shaw, Esq., Defendant Deborah I Ecker, Esq., David Jenkins, Esq.,		
03/18/2026	MEMORANDUM & ORDER: Memorandum of Decision and Order on Plaintiffs' Motion for Judgment on the Pleadings and Defendant's Motion for Summary Judgment It is hereby ORDERED that the plaintiffs' Motion for Judgment on the Pleadings be DENIED and the defendant's Motion for Summary Judgment be ALLOWED. {See scan or paper case file for full text} Judge: Buckley, Hon. Elaine M	6	Image
03/18/2026	JUDGMENT entered on this date.: Summary Judgment MRCP 56 After Hearing Presiding: Hon. Elaine M Buckley Judgment For: Town of Nantucket Judgment Against: Page Martineau Merrill Mason Terms of Judgment: Jdgmnt Date: 03/18/2026	6.1	
03/30/2026	Notice of appeal filed. Applies To: Mason, Merrill (Plaintiff)	7	Image
03/31/2026	Notice to Court RE: NO transcript ordered	8	Image
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03/31/2026	Notice to Clerk of the Appeals Court of Assembly of Record	10	
03/31/2026	Appeal: Statement of the Case on Appeal (Cover Sheet).	11	Image

#6

COMMONWEALTH OF MASSACHUSETTS

NANTUCKET, ss.

SUPERIOR COURT
DOCKET NO. 2575CV00015

PAGE MARTINEAU and another[1]

vs.

TOWN OF NANTUCKET

MEMORANDUM OF DECISION AND ORDER ON PLAINTIFFS' MOTION FOR JUDGMENT ON THE PLEADINGS AND DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

Page Martineau and Merrill Mason (the "plaintiffs") filed a single-count complaint seeking declaratory relief pursuant to G. L. c. 231A, following a Nantucket Town Meeting that voted to adopt "paid family medical leave," pursuant to G. L. c. 175M ("Chapter 175M"). They seek a declaration that the Town of Nantucket (the "Town" or the "defendant") must implement the provisions of Chapter 175M; that the plaintiffs gained individual rights to Chapter 175M benefits upon the passage of Article 37; and that the plaintiffs must have paid time off credited back that should have been covered under Chapter 175M.

This matter is currently before the court on the plaintiffs' motion for judgment on the pleadings and the defendant's motion for summary judgment. The court held a hearing on November 5, 2025, and took the matters under advisement. For the reasons stated herein, the plaintiffs' motion for judgment on the pleadings is **DENIED** and the defendant's motion for summary judgment is **ALLOWED**.

SUPERIOR COURT
NANTUCKET SS

MAR 1 8 2026

FILED
Colleen S. Whelden, Clerk

[1] Merrill Mason

BACKGROUND

The following facts reflect those set forth in the Consolidated Statement of Facts, the parties' pleadings, and the relevant statutes relied on by the parties.

The plaintiffs are teachers in the Town's School Department. The plaintiffs are members of a bargaining unit represented by the Nantucket Teachers' Association (the "Union"). The Union represents four exclusive bargaining units under G. L. c. 150E. The Town's School Committee represents the Town as the "public employer" in bargaining with the Union. The terms and conditions of the plaintiffs' employment are set forth in a contract between the Town and the Union (the "Contract"). The Union is the exclusive bargaining agent for the teaching staff of the Town's Public Schools.

In 2018, the Commonwealth of Massachusetts adopted G. L. c. 175M, creating a paid family medical leave program. Chapter 175M permits an eligible employee to take certain qualified leaves of absence, including leave to recover from illness. The program is funded by premiums paid by employees and private employers; municipalities are not required to participate in the program, but may opt in by a vote of the governing body. In the case of Nantucket, a vote of the governing body is a Town Meeting Vote.

In 2024, Article 37, which proposed adopting Chapter 175M, was passed at a Nantucket Town Meeting. As a result, on July 2, 2024, the Town's manager reached out to each of the unions regarding implementation of Chapter 175M and specifically expressed the opinion that changes or additions to employee benefits would require collective bargaining under G. L. c. 150E.

On August 22, 2024, the Superintendent of the Town's Public Schools sent a memorandum of behalf of the School Committee to the Union's President and Vice President.

The memorandum informed the Union that the Town's School Committee 8wanted to hold information sessions with representatives from the Union's leadership regarding implementation of Chapter 175M.

On September 12, 2024, the Town reached out to all of its unions to confirm their positions on implementation of Chapter 175M. Multiple unions responded by declining to bargain regarding the terms of implementation of Chapter 175M.

On October 24, 2024, the Town reached out to the unions to facilitate negotiating collective bargaining agreements to implement Chapter 175M. During the subsequent meetings, the Town expressed its belief that implementation of Chapter 175M, and specifically the deduction of payroll for Chapter 175M fees, as well as concurrent use of existing leave, were mandatory subjects of bargaining. The Town also believed, as a single employer, that it could not proceed with the imposition of the fees associated with Chapter 175M because multiple unions had decided to decline implementation and imposition of Chapter 175M fees on behalf of their members. As a result, the Town stated it would pursue implementing Chapter 175M at that time.

Likewise, on December 13, 2024, the School Committee's counsel emailed attorneys who represented the Union expressing the opinion that the Town and the Nantucket Public Schools were considered a single entity under Chapter 175M, and as such, the School Committee would not enter into bargaining regarding the implementation of Chapter 175M. The School Committee and Union never met to bargain over the impacts of Chapter 175M implementation.

DISCUSSION

I. Defendant's Motion for Summary Judgment

Summary judgment may be entered if the "pleadings, depositions, answers to interrogatories, and responses to requests for admission . . . together with affidavits . . . show that there is no genuine issue of material fact and that the moving party is entitled to judgment as a matter of law." Mass. R. Civ. P. 56 (c). The party opposing summary judgment must respond and allege specific facts establishing the existence of a genuine issue of material fact for trial. *Polaroid Corp.* v. *Rollins Envtl. Servs. (N.J.), Inc.*, 416 Mass. 684, 696 (1993). The court views the evidence in the light most favorable to the non-moving party, but does not weigh evidence, assess credibility, or find facts. *Drakopoulos* v. *United States Bank Nat'l Ass'n*, 465 Mass. 775, 788 (2013), quoting *O'Connor* v. *Redstone*, 452 Mass. 537, 550 (2008).

a. Standing

The defendant moves for summary judgment arguing that the plaintiffs lack individual standing because they are members of the Union, and that before Chapter 175M could be implemented, the terms of that implementation required bargaining pursuant to G. L. c. 150E. According to the Town, because the Town is a single employer, all unions must unanimously agree to adopt Chapter 175M for it to be implemented, which they did not. The court agrees.

The parties do not dispute that the implementation of Chapter 175M must be uniform across all members of the plaintiffs' bargaining unit, and likewise, that implementation of Chapter 175M would impact every member of the bargaining unit within the Union. A union is the exclusive representative of all employee members of the unit and "shall have the right to act for and negotiate agreements covering all employees in the unit." G. L. c. 150E, § 5. Thus, regardless of the accuracy of the Town's opinion requiring uniformity among all the unions, the

Town's position was for the plaintiffs' Union to challenge on behalf of all the bargaining unit members. See *Service Employees International Union, Local 509* v. *Dept. of Mental Health*, 469 Mass. 323, 332-333 (2014) (individual member has no authority to amend collective bargaining agreements). That the plaintiffs' individual interests, specifically that the Union pursuing implementation of Chapter 175M, may not ultimately prevail is an occasional byproduct of collective bargaining. See *Id.* at 333 ("[i]t is not the case… that the interests of a union are always coextensive with those of its members").

As such, the plaintiffs do not have individual standing to enforce the implementation of Chapter 175M.

b. Substantive Arguments

Despite the plaintiffs' lack of standing, the court nevertheless addresses the substance of the parties' arguments. As stated above, the plaintiffs argue that upon the adoption of Article 37, the Town was obligated to implement Chapter 175M, regardless of whether the plaintiffs' Union, or any union, had agreed to its implementation or bargained for the terms of its implementation pursuant to Chapter 150E. As noted above, the defendant argues that, because the Town is a single employer, it must implement Chapter 175M uniformly among union members, and therefore bargaining under Chapter 150E was required first.

Whether Chapter 175M, and its terms and benefits thereunder, are automatically available to municipal workers after the Town's adoption of Article 37, or the unions must come to an agreement pursuant to Chapter 150E before the terms and benefits of Chapter 175M were implemented, is a matter of statutory interpretation.

> In construing statutes, the general and familiar rule is that a statute must be interpreted according to the intent of the Legislature ascertained from all the words construed by the ordinary and approved usage of the language, considered in connection with the cause of its enactment, the mischief or imperfection to be remedied and the main object to be accomplished, to the end that the purpose of its framers may be effectuated (internal quotations omitted).

Board of Educ. v. *Assessor of Worcester*, 368 Mass. 511, 513 (1975).

The court's analysis begins with the plain language of the statute, which is the "principal source of insight into legislative intent" (citation omitted). *Tze-Kit Mui* v. *Massachusetts Port Auth.*, 478 Mass. 710, 712 (2018). A statute must be construed so that "effect is given to all its provisions, so that no part will be inoperative or superfluous, and viewed as a whole." *Wolfe* v. *Gormally,* 440 Mass. 699, 704, (2004); *Bankers Life & Cas. Co.* v. *Commissioner of Ins.*, 427 Mass. 136, 140 (1998).

As is relevant here, Chapter 175M provides medical leave "to any covered individual with a serious health condition that makes the covered individual unable to perform the functions of the covered individual's position." G. L. c. 175M, § 2(a)(2). Pursuant to Section 10 of the statute,

> A municipality, district, political subdivision or authority *may* adopt this chapter upon a majority vote of the local legislative body or the governing body. For the purposes of this section, a vote of the legislative body shall take place … in a town by a vote at town meeting… (emphasis added).

G. L. c. 175M, § 10. As such, Chapter 175M is a "local option statute," which does not take effect until a governmental unit accepts it. *Middleborough Gas & Elec. Dept.* v. *Town of Middleborough*, 48 Mass. App. Ct. 427, 429 (2000). Here, as discussed, Chapter 175M was accepted under Article 37 by Town Meeting. However, Chapter 175M also states that it "shall not . . .(ii) in any way curtail the rights, privileges, or remedy of any employee under a collective bargaining agreement or employment contract." G. L. c. 175M, § 2 (h) (1).

Turning to G. L. c. 150E, the "collective bargaining statute,"

> The exclusive representative shall have the right to act for and negotiate agreements covering all employees in the unit and shall be responsible for representing the interests of all such employees… .

G. L. c. 150E, § 5. See also G. L. c. 150E, §§ 6, 10.

Keeping in mind the purpose of Chapter 175M, that is, providing municipal employees with an option for a leave of absence under Chapter 175M, the court concludes that the plain language of Chapter 175M required the Town Meeting to pass Article 37 as an initial step in the process of implementing Chapter 175M benefits. See G. L. c. 175M, §10. Reading this section in harmony with Section 2 (h) (1), compels the conclusion that Section 10 cannot be read to impede Union members' rights to collective representation under the Contract. See G. L. c. 175M, § 2 (h) (1). Turning to the language in the bargaining statute, upon adoption of Article 37 the Union was required to represent the collective interests of all its members to define terms of implementation. G. L. c. 150E, § 5. Thus, regardless of whether the Town properly required uniformity among *all* unions, it could not implement the benefits of Chapter 175M, which would impact all members of the plaintiffs' bargaining unit, without first bargaining with the Union.

For example, as specifically highlighted by the parties, the Union and the Town needed to bargain to determine contribution amounts to be withheld from union members' paychecks. See G. L. c. 175M, § 6. Were the Town to change union members' wages without engaging in collective bargaining over the impacts of the implementation, such would violate G. L. c. 150E, § 10 (a) (1), (5). *Secretary of Admin. & Fin.* v. *Commonwealth Emp't Relations Bd.*, 74 Mass. App. Ct. 91, 91 (2009).

The plaintiffs' reliance on *Adams* v. *City of Boston*, 461 Mass. 602 (2012) to argue that Chapter 175M should have been immediately put into effect, and their reliance on

Commonwealth/Sec'y of Admin. And Finance v. *NAGE*, 47 MLC 226 (March 30, 2021) ("*NAGE*") to argue that the Town should have paid the contribution amounts in full pending bargaining, are not persuasive.

In *Adams*, the court stated that once a local option statute is accepted, "the municipality must comply with the statute's *unambiguous mandates*" (emphasis added). *Id.* at 609. This was in the context of a statute that "unambiguously convey[ed] the intent of the Legislature," namely, "that participating municipalities be required to pay fifty per cent." *Id.* By contrast, here, it is ambiguous mandates that the plaintiffs seek to impose.

The plaintiffs rely on *NAGE* to suggest that the Town should have covered the full amount of the contributions until bargaining was complete. The circumstances in *NAGE*, however, were reversed; there the Commonwealth was attempting to *impose* Chapter 175M without bargaining the terms of implementation, including employee contributions. *Id.* at 2. The *NAGE* Court concluded that the Commonwealth, who did not bargain in good faith, could have chosen to cover all contributions while bargaining continued. *Id.* at 42, 44-45. By contrast, here, the Town did attempt to bargain with the unions, the majority of which responded that they did not wish to implement Chapter 175M for its members. In other words, there were no terms under which the unions would agree to Chapter 175M. In this way, the plaintiffs' position is more akin to that of the Commonwealth in *NAGE*: the plaintiffs seek the benefits of Chapter 175M, while the Union representing them has declined to seek imposition of Chapter 175M under any terms.

Thus, for all these reasons, the defendant's motion for summary judgment must be **ALLOWED**.

II. Plaintiffs' Motion for Judgment on the Pleadings

A motion for judgment on the pleadings, pursuant to Mass. R. Civ. P. 12 (c), tests the legal sufficiency of the complaint. *Champa* v. *Weston Public Schools*, 473 Mass. 86, 90 (2015). The well-pleaded factual allegations of the nonmoving party are assumed to be true, and all contravening assertions in the movant's pleadings are taken as false. Mass. R. Civ. P. 12 (c). Likewise, the court draws every reasonable inference in the non-moving party's favor to determine whether the factual allegations plausibly suggest entitlement to relief. *Barroni* v. *Kolenda*, 491 Mass. 408, 415 (2023); *Champa*, 473 Mass. at 90.

As discussed, even assuming that the Town was incorrect to require uniform adoption of Chapter 175M terms by all unions, the plaintiffs are members of a bargaining unit represented by the Union and therefore lack individual standing to seek relief that imposes Chapter 175M adoption against all members of their bargaining unit. G. L. c. 150E, § 5. Therefore, the plaintiffs' motion for judgment on the pleadings must be **DENIED**.

ORDER

It is hereby **ORDERED** that the plaintiffs' Motion for Judgment on the Pleadings be **DENIED** and the defendant's Motion for Summary Judgment be **ALLOWED**.

Dated: March 18, 2026

Elaine M. Buckley
Elaine M. Buckley
Justice of the Superior Court

Colleen S. Whalen
Clerk