

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS
BEFORE THE COMMONWEALTH EMPLOYMENT RELATIONS BOARD

In the Matter of

MASSACHUSETTS NURSES ASSOCIATION

and

COMMONWEALTH OF MASSACHUSETTS,
SECRETARY OF ADMINISTRATION AND
FINANCE

and

BOARD OF TRUSTEES, UNIVERSITY OF
MASSACHUSETTS

Case No. SCR-25-11226

Date Issued: September 26, 2025

CERB Members Participating:

Lan T. Kantany, Chair
Kelly B. Strong, Member
Victoria B. Caldwell, Member

Appearances:

Jack J. Canzoneri, Esq.	-	Representing the Massachusetts Nurses Association
Melinda T. Willis, Esq.	-	Representing the Commonwealth of Massachusetts, Secretary of Administration and Finance
Ethan Mutschler, Esq.	-	Representing the Board of Trustees, University of Massachusetts

CERB RULING ON MOTION TO DISMISS

Statement of the Case

1 On April 17, 2025, the Massachusetts Nurses Association (MNA or Union) filed a
2 petition seeking to add “approximately 10 non-supervisory Nurse Practitioners”¹ who are
3 “employed at the Worcester Recovery Center and Hospital” to the existing statewide
4 bargaining unit 7 by an add-on election. The petition named the Commonwealth of
5 Massachusetts, Secretary of Administration and Finance (Commonwealth) through its
6 Department of Mental Health (DMH) as the appropriate public employer.

7 On April 24, 2025, the Department of Labor Relations (DLR) issued a Notice of
8 Hearing and, on that same date, requested certain information from the Commonwealth
9 related to the petition. On May 16, 2025, the Commonwealth provided the requested
10 information and argued for dismissal of the petition on the basis that it is not the public
11 employer of the petitioned-for employees. At a pre-hearing conference on May 23, 2025,
12 the Commonwealth moved for dismissal of the petition again. The Union objected,
13 asserting that the Commonwealth and the Board of Trustees, University of Massachusetts
14 Chan Medical School (UMass Chan) share a joint employer relationship over the
15 petitioned-for employees.

16 By letter on June 3, 2025, the DLR invited UMass Chan to file a position statement
17 regarding its employment relationship to the petitioned-for employees, if any, and whether
18 DLR Regulation 456 CMR 14.07(1) impacts the petition. In that letter, the DLR also
19 informed UMass Chan of its right to intervene pursuant to 456 CMR 12.03.

20 On July 3, 2025, UMass Chan filed a timely Motion to Intervene, and on July 8,
21 2025, it filed a position statement seeking dismissal of the petition. On July 22, 2025, the
22 Commonwealth responded to UMass Chan’s position statement and filed the instant

¹ The job title for this position is “Clinical Nurse Specialist” as explained in footnote 3.

1 Motion to Dismiss the Petition (Motion). In its Motion, the Commonwealth argues that the
2 petition should be dismissed for three reasons: (1) it is not the public employer under
3 Chapter 150E of the petitioned-for employees as a matter of law; (2) the case law does
4 not support that it shares a joint employer relationship with UMass Chan; and, (3) there
5 are no extraordinary circumstances, as required under 456 CMR 14.07(1), to warrant
6 creating a new statewide unit by adding the petitioned-for employees into unit 7.

7 On July 22, 2025, the Union filed its response to UMass Chan's position statement;
8 and on July 23, 2025, filed its opposition to the Motion. In opposing the dismissal of the
9 petition, the Union argues that: (1) the Commonwealth is the appropriate employer
10 because it shares a joint employer relationship with UMass Chan based on case law; (2)
11 the Commonwealth also shares a joint employer relationship with UMass Chan based on
12 statutory law and the Interdepartmental Service Agreement (ISA); and (3) the petitioned-
13 for employees should be added on to statewide bargaining unit 7 because they share
14 community of interest.

15 After careful review of all the submissions, the Commonwealth Employment
16 Relations Board (CERB) allows the Motion and dismisses the Petition for the following
17 reasons.

18 Background²

19
20 Pursuant to Chapter 163 of the Acts of 1997, UMass Chan and the MNA entered
21 into a collective bargaining agreement (CBA) that was effective between 1997 and 2000.
22 They entered into various successor agreements between 2002 and 2023. All

² The background, which is drawn from the parties' written submissions and exhibits, is not in dispute.

1 agreements between 1997 and 2023 retained the same contractual language which
2 recognized a bargaining unit that expressly included: Graduate Nurses; Staff Registered
3 Nurses; Head Nurses; Hospital Supervisor G.N.; Chief Hospital Supervisor, G.N.;
4 Angiography Nurses; Donor Room Nurses; and Home Care Coordinators. The
5 contractual language expressly excluded the positions of “Nurse Practitioner” and
6 “Clinical Nurse Specialist”, and other titles not pertinent to this petition.³

7 The successor agreements between the MNA and UMass Chan during the period
8 of 2000 and 2006 included at least three work locations for bargaining unit nurses: 55
9 Lake Avenue (Medical School) in Worcester, Mass.; Worcester State Hospital in
10 Worcester, Mass.; and Westborough State Hospital in Westborough, Mass.

11 Around 2007, UMass Chan stopped assigning all but 10 MNA nurses⁴ to work at
12 the Medical School location and assigned the remaining unit members to work at the
13 Worcester State Hospital and Westborough State Hospital locations.

14 Around 2012, the Commonwealth opened a new facility under DMH operation and
15 management at the Worcester Recovery Center and Hospital (WRCH), which
16 consolidated into one location both the Worcester State and the Westborough State
17 Hospitals. UMass Chan contracts with DMH to provide certain health care services at the

³ In UMass Chan’s position statement, and in the MNA’s corresponding response, both parties acknowledge that the position of “Clinical Nurse Specialist,” as described in the WRCH organizational chart, is the same job title occupied by the petitioned-for employees whom the MNA described as “non-supervisory Nurse Practitioners.” The Commonwealth stated that it cannot make this acknowledgement because it “does not have this information, as the petitioned for individuals are hired and employed by UMass Chan.” Based on UMass Chan’s and the MNA’s submissions, we find that the petitioned-for non-supervisory Nurse Practitioners hold the job title of “Clinical Nurse Specialist.”

⁴ In its position statement, the MNA lists the 10 nurses remaining at the Medical School and does not assert that any of these employees are at issue in the petition.

1 WRCH via an ISA. An ISA is a contractual process overseen by the Office of the
2 Comptroller applicable to all State departments that conduct interdepartmental business
3 with another State department (e.g., other agencies, subdivisions, offices, boards,
4 commissions or institutions of the Executive, Judicial, and Legislative branches). ISAs are
5 governed by G.L. c. 29, § 29I, which states, in full:

6 The comptroller shall develop and implement a payment system and
7 regulations for interdepartmental fiscal transactions including
8 interdepartmental service agreements and interdepartmental chargebacks.
9 The chargeback system and regulation shall require state agencies that
10 purchase legislatively authorized goods or services from approved
11 chargeback departments to remit fiscal obligations within 30 days of receipt
12 of notice of said obligation. The comptroller shall submit periodic reports on
13 request to the house and senate committees on ways and means listing
14 those agencies which do not meet the 30 day payment schedule. Said
15 report shall also include but not be limited to the identification of the agency
16 receiving said goods or services and the agency providing said goods or
17 services; provided, that said identification includes the name of the agency
18 and the item number, the goods or services provided, and the amount of
19 outstanding obligation. The comptroller may take such action as the
20 comptroller deems necessary to ensure i [sic] compliance with the payment
21 obligations under this section.
22

23 The MNA asserts that the ISA permits the Commonwealth through the DMH to
24 dictate “all” workplace standards and the terms and conditions of employment of the
25 petitioned-for nurses via DMH policies and rules, and there are no applicable UMass
26 Chan policies that govern this work. The MNA also asserts that while the petitioned-for
27 employees completed an application for UMass Chan, they were interviewed by a state
28 panel comprised of state employees, including social workers, a state Director of Nursing,
29 a state Assistant Director of Nursing, a state Director of Social Work, and a state Assistant
30 Chief Operating Officer. A copy of the ISA is not in evidence.

31 Between 2012 and 2023, the number of MNA nurses that UMass Chan assigned
32 to work at the Medical School continued to decrease while the number of nurses it

1 assigned to work at WRCH increased. By August of 2023, UMass Chan had laid off all
2 MNA nurses assigned to work at the Medical School and, by January of 2024, had
3 terminated their employment. Around this time, UMass Chan and the MNA also
4 negotiated a one-year extension of their prior CBA, which was effective from July 1, 2023
5 until June 30, 2024. As of July 1, 2024, UMass Chan has not employed any MNA nurses
6 at the Medical School and, since that time, this MNA bargaining unit has ceased to exist.

7 As of May 14, 2025, the WRCH organizational chart shows 13 Clinical Nurse
8 Specialist positions, of which 12 are UMass Chan full-time positions and one is a full-time
9 DMH position.⁵ The chart also identifies the following 10 individuals as UMass Chan
10 Clinical Nurse Specialists who are at issue in the petition: Mary Goretti Kibe (Kibe), Sarah
11 McNulty (McNulty), Priscilla Antwi (Antwi), Edward Twum-Barima (Twum-Barima), Benita
12 Atupem (Atupem), Cheyne Johnson (Johnson), Erich Berantuo (Berantuo), Margaret
13 Akintan (Akintan), Pauline Eteng (Eteng), and Christina Boulet (Boulet). UMass Chan
14 issues the paychecks to these petitioned-for employees. The Commonwealth first offered
15 to employ Antwi as a unit 7 nurse practitioner at the WRCH, which she accepted, but later
16 rescinded this offer in lieu of UMass Chan making a similar offer of employment as a
17 Clinical Nurse Specialist at the WRCH but “at a rate of pay lower than the unit 7 position”
18 which she also accepted.

19 The WRCH organizational chart lists as “vacant,” two UMass Chan Clinical Nurse
20 Specialist positions and the sole DMH Clinical Nurse Specialist position. It also shows
21 that the DMH Clinical Nurse Specialist does not supervise any other employees and

⁵ There is no explanation in the record why a DMH Clinical Nurse Specialist exists at the WRCH and/or how it differs from the UMass Chan Clinical Nurse Specialist positions.

1 receives direct supervision from DMH Lead Psychiatrist, Forensic Psychiatrist Paul
2 Noroian (Noroian) who reports directly to Chief Executive Officer Kathleen Wenzel
3 (Wenzel) who, in turn, reports directly to Office of Inpatient Management (OIM) Director
4 and Program Manager Mary Louise White (White).

5 Similarly, the chart shows that none of the UMass Chan Clinical Nurse Specialists
6 supervise other employees but receive direct supervision from UMass Chan Associate
7 Facility Medical Director, Psychiatrist Margarita Abi Zeid Daou (Abi Zeid Daou) who is the
8 sole supervisor for all UMass Chan Clinical Nurse Specialists. Abi Zeid Daou does not
9 supervise any DMH employees and does not report to any DMH managers. There is no
10 evidence that the Commonwealth and UMass Chan share any managerial or labor
11 relations functions pursuant to the ISA.

12 The Commonwealth and the MNA have also entered into a CBA and successor
13 agreements. Their most recent successor agreement was effective from January 1, 2024
14 until December 31, 2024, and recognized at least 59 “professional health care” job titles
15 in statewide bargaining unit 7, including: Clinical Specialist/Psychiatric Mental Health
16 Nursing; Nurse Practitioner; Registered Nurse I-VI; Psychologist I-V; and Psychiatrist.
17 None of the agreements between the Commonwealth and the MNA recognized the
18 specific job titles of “non-supervisory Nurse Practitioner” or “Clinical Nurse Specialist.”

19 Written Majority Authorization Petition

20 On October 14, 2022, the MNA filed a written majority authorization (WMA) petition
21 that was docketed as DLR Case No. WMAM-22-9630. In that matter, on January 3, 2023,
22 a DLR Neutral determined that UMass Chan was the appropriate employer of “at least
23 36” petitioned-for employees who comprised the following bargaining unit:

1 All full-time and regular part-time healthcare professionals employed by
2 [UMass Chan] and working at the [DMH,] [WRCH], including but not limited
3 to Registered Nurses (including Advanced Practice Registered Nurses),
4 Psychiatrists, Medical Doctors, and Physician Assistants, but excluding all
5 managerial, confidential, casual, and other employees.
6

7 On January 3, 2023, the DLR Neutral dismissed the WMA petition after finding that
8 the MNA had failed to demonstrate sufficient majority support by submitting only 17 valid
9 authorizations. The DLR Neutral also found the following: “The WRCH is a 320-bed facility
10 of the [Commonwealth’s DMH] serving 260 adults and 60 adolescents. The WRCH is an
11 inpatient facility that is open 24-hours a day. UMass [Chan] contracts with DMH to provide
12 Adult, Child, and Adolescent psychiatric and health care services at WRCH.”

13 Ruling⁶

14 Section 1 of Massachusetts General Laws, Chapter 150E (the Law or Chapter
15 150E) defines the term public employer as:

16 [T]he commonwealth acting through the commissioner of
17 administration...and any individual who is designated to represent one of
18 these employers and act in its interest in dealing with public employees.
19

20
21

22 In the case of employees of the system of public institutions of higher
23 education, the employer shall mean the board of higher education or any
24 individual who is designated to represent it and act in its interest in dealing
25 with employees, except that the employer of employees of the University of
26 Massachusetts shall be the board of trustees of the university or any
27 individual who is designated to represent it and act in its interest in dealing
28 with employees.
29

30 In addition, DLR Regulation 456 CMR 14.07(1) states that:

31 With respect to employees of the Commonwealth, ***excepting only***
32 ***employees of community and state colleges and universities***, no
33 petition filed under the provisions of M.G.L. c. 150E, § 4 shall be
34 entertained, except in extraordinary circumstances where the petition seeks

⁶ The parties do not contest the CERB’s jurisdiction.

certification in a bargaining unit not in substantial accordance with the provisions of this section. Bargaining units have been established on a state wide basis, with one unit for each of the following occupational groups, excluding in each case all managerial and confidential employees as so defined in M.G.L. c. 150E, § 1.

(Emphasis added).

Unit 7 is designated as the state wide bargaining unit for health care professional employees employed by the Commonwealth. 456 CMR 14.07(1).

Further, Sections 7(b) and 7(c) of the Law provide separate funding mechanisms for the respective collective bargaining agreements entered into by the Commonwealth and the University of Massachusetts, including UMass Chan. Specifically, Section 7(b) provides, in part:

The employer, ***other than the board of higher education or the board of trustees of the University of Massachusetts***... shall submit to the appropriate legislative body within thirty days after the date on which the agreement is executed by the parties, a request for an appropriation necessary to fund the cost items contained therein; provided, that if the general court is not in session at that time, such request shall be submitted at the next session thereof. If the appropriate legislative body duly rejects the request for an appropriation necessary to fund the cost items, such cost items shall be returned to the parties for further bargaining.... (emphasis added).

Section 7(c) provides, in pertinent part:

The provisions of this paragraph shall apply to the board of higher education, the ***board of trustees of the University of Massachusetts***, the chief justice for administration and management, a county sheriff, the PCA quality home care workforce council, the department of early education and care with regard to bargaining with family child care providers, the alcoholic beverage control commission, Massachusetts Department of Transportation[,] and the state lottery commission (emphasis added).

These statutory provisions demonstrate that the Legislature distinguished the Commonwealth and the Board of Trustees, University of Massachusetts, including UMass Chan, as separate and distinct public employers for the purposes of collective bargaining.

1 The Legislature specified in Section 1 of the Law that the Board of Trustees for the
2 University of Massachusetts is the employer for employees of the University of
3 Massachusetts, and established different appropriation processes for funding collective
4 bargaining agreements negotiated by the Commonwealth and UMass Chan. The DLR
5 then implemented Regulation 456 CMR 14.07(1) that created unit 7, which is comprised
6 of *Commonwealth* health care employees. These distinctions express the Legislature's
7 intent to establish the University of Massachusetts and the Commonwealth as two
8 separate public employers.

9 The Labor Relations Commission (LRC)⁷ has acknowledged that there are four
10 configurations of employers for the purposes of collectively bargaining under Chapter
11 150E. One of the four is a joint employer for circumstances "where distinct entities
12 exercise common control over employees." Nauset Regional School District (Nauset), 5
13 MLC 1453, 1456, MCR-2707 (November 30, 1978). However, those circumstances have
14 been confined largely to regional school districts.⁸ See Id.; Martha's Vineyard Regional
15 School Committee (Martha's Vineyard), 9 MLC 1160, 1163-1164, MCR-3255 (July 20,
16 1982); Freetown-Lakeville Regional School District Committee (Freetown), 11 MLC 1508,
17 1517, MCR-3451 (March 5, 1985).

⁷ The LRC is the predecessor to the CERB and any references to the CERB encompass the LRC.

⁸ The Union cited these school district cases and Worcester County, 17 MLC 1352, 1353, MCR-3953 (December 5, 1990) to support its argument that the Commonwealth and UMass Chan are joint employers. However, the parties in Worcester County stipulated that the county was the public employer and that "both the Sheriff and Worcester County Commissioners were the joint employers of the employees." The joint employer status was not a determination the LRC made. With respect to the school district cases, we distinguish them from the facts here, as further explained below.

1 In Nauset, the Labor Relations Commission (LRC) held that a “joint employer” unit
2 may be established in a regional school district by showing the following factors: (1) the
3 school committees bargain jointly with respect to at least some employees; (2) the school
4 committees appoint the same superintendent, assistant superintendent, business
5 manager, and director of special needs; (3) the school committees create a central staff
6 that handles labor relations matters for the school committees and appears to do so
7 without distinction between the schools or the towns; and, (4) the superintendent and his
8 staff are responsible to the various school committees by establishing and executing
9 policy, or the committees set the general labor relations policy which the superintendent
10 then carries out. Nauset, 5 MLC at 1456-1457. In Martha’s Vineyard, the LRC noted the
11 significance of the fact that there was a history of systemwide collective bargaining where
12 the various school committees voluntarily joined together to bargain collaboratively.
13 Martha’s Vineyard, 9 MLC at 1163. “Once a multi-employer bargaining unit is established
14 for some employees, there is a strong public policy in favor of organizing other employees
15 only on a multi-employer basis.” Id.

16 In Freetown, the LRC found that the school committees comprised a “single
17 employing entity for purposes of collective bargaining” because they “jointly determine[d]
18 the working conditions of the administrators and supervise[d] the administrators through
19 a single superintendent” who “exercise[d] control over labor relations,” and because the
20 committees “approve[d] a single collective bargaining agreement covering the
21 administrators.” Freetown, 11 MLC at 1517. The LRC reasoned that bargaining on a
22 system-wide basis “should be more efficient for the school committees and will best
23 protect the rights of the administrators to effective representation.” Id.

1 The MNA argues that a joint employer relationship exists between the
2 Commonwealth and UMass Chan because they jointly determine the working conditions
3 of the petitioned-for employees at the WRCH (i.e., they work “side-by-side” with “at least
4 two” unit 7 employees and interact “weekly if not daily at rounds, collaborating on patient
5 care”); they jointly supervise these employees via the WRCH organizational chart (i.e., by
6 DMH Dr. Noroian and by UMass Chan Dr. Abi Zeid Daou). It also argues that they interact
7 financially and managerially at the WRCH by sharing joint application/hiring/decision-
8 making processes as demonstrated by the state interview panel and employment offer to
9 Antwi as a unit 7 nurse practitioner at the WRCH and the Commonwealth’s subsequent
10 rescission of that offer that resulted in UMass Chan making a similar offer as a Clinical
11 Nurse Specialist at the WRCH but at a lower rate of pay. The MNA also asserts that
12 UMass Chan “cede[d] its authority” to the Commonwealth via the ISA by agreeing to allow
13 the Commonwealth “to manage, hire, and fire the petitioned-for employees,” and by
14 permitting the DMH to establish “the rules and regulations” that govern the working
15 conditions at the WRCH. Thus, the MNA argues that UMass Chan lost its status as the
16 “primary collective bargaining authority” and assumed a joint employer relationship with
17 the Commonwealth by the terms of the ISA.

18 While the MNA has demonstrated that the working conditions for employees
19 employed by the Commonwealth and UMass Chan are similar at WRCH, and that UMass
20 Chan permitted the Commonwealth, via DMH, to establish those working conditions, the
21 other factors set forth in Nauset and Freetown are not present here.⁹ Specifically, the

⁹ In reaching this conclusion, we decline UMass Chan’s request to find that the MNA conceded that the petitioned-for employees were employed by UMass Chan and not the

1 Commonwealth and UMass Chan have not voluntarily joined to bargain with respect to
2 any positions, including the 10 disputed Clinical Nurse Specialists. Unlike in Nauset,
3 Martha's Vineyard, and Freetown, there is no history of voluntary multi-employer
4 bargaining. The petitioned-for employees also do not share the same supervisors,
5 managers, and/or directors at the WRCH. While the MNA asserts that the petitioned-for
6 employees were interviewed by a panel comprised of Commonwealth employees, the
7 organizational chart of WRCH demonstrates that the petitioned-for employees are
8 supervised by UMass Chan supervisors, and Commonwealth employees are supervised
9 by Commonwealth supervisors. UMass Chan and the Commonwealth also have not
10 created a central staff that handles labor relations matters without distinction between the
11 DMH and UMass Chan, as the superintendents and their staff did in Nauset, Martha's
12 Vineyard, and Freetown. The Commonwealth and UMass Chan also do not have a
13 designated manager who is responsible to both the DMH and UMass Chan who
14 establishes and executes policy or carries out such policies set jointly by the
15 Commonwealth and UMass Chan. To the extent the Commonwealth requires certain
16 working conditions and services, and UMass Chan provides those services via the ISA
17 and the petitioned-for employees, UMass Chan could collectively bargain with any
18 organized employees employed by it and working at WRCH to ensure that it could comply
19 with the ISA. The fact that the Commonwealth establishes some policies and working
20 conditions at WRCH does not confer joint employer status.

Commonwealth when it filed the WMA petition docketed as WMAM-22-9630. While we take administrative notice of the file in that case, the facts when the MNA filed the WMA petition were different, and the joint employer issue was not litigated. Therefore, we do not hold the MNA to the position it took when it filed the WMA petition.

Conclusion

SO ORDERED.

Lin Kantung

LAN T. KANTANY, CHAIR

Leah Thong

KELLY B. STRONG, MEMBER

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Victoria B. Caldwell

VICTORIA B. CALDWELL, MEMBER