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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**.

[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. Wheeler
Clerk