

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

In the Matter of:

ASHBURNHAM-WESTMINSTER TEACHERS
ASSOCIATION

and

AMBER STICKLES

Case No. MUPL-22-9688

Date issued: January 14, 2026

CERB Members Participating:

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

Appearances:

Amber Stickles - Pro Se

Mark Hickernell, Esq. - Representing the Ashburnham-Westminster
Teachers Association

CERB DECISION ON APPEAL OF A HEARING OFFICER'S DECISION

1 **SUMMARY AND STATEMENT OF THE CASE**

2 On November 16, 2022, Amber Stickles (Stickles or Charging Party) filed a charge
3 of prohibited practice (Charge) with the Department of Labor Relations (DLR), which she
4 amended on November 23, 2022, alleging that the Ashburnham-Westminster Teachers
5 Association (Union or Respondent) had engaged in prohibited practices within the
6 meaning of Section 10(b)(1) of the Massachusetts General Laws Chapter 150E (the Law
7 or Chapter 150E). A DLR Investigator investigated the Charge and, on April 3, 2023,
8 issued a three-count Complaint of Prohibited Practice and Partial Dismissal (Complaint)
9 alleging that the Union violated Section 10(b)(1) of the Law by breaching its duty of fair

1 representation. The Investigator dismissed Stickles' allegation that the Union violation
2 Section 10(b)(1) of the Law when a Union representative, Brett Duncan (Duncan),
3 emailed the employer's Human Resources Director to describe an interaction he had with
4 Stickles on November 16, 2022. This dismissal was not appealed.

5 The Complaint alleged that the Union breached its duty of fair representation to
6 Stickles when: Count I) the Union President Theresa "Terry" Miller (Miller) disparaged her
7 and failed to advocate for her in an October 27, 2022 meeting with the employer's Human
8 Resources Director Stacey Christiano (Christiano) and Director of Pupil Services Justine
9 Muir (Muir), Stickles' supervisor; Count II) the Union Executive Board decided that the
10 Union President would be Stickles' sole point of contact for Stickles' work related issues;
11 and Count III) the Union President directed a Union building representative, Doug Potter
12 (Potter) to report Stickles to the Human Resources Director, and the Union building
13 representative did so. On April 13, 2023, the Union filed its Answer to the Complaint.

14 A DLR Hearing Officer conducted a hearing on September 17, 2024 and October
15 16, 2024, during which the parties received a full opportunity to be heard, to examine and
16 cross-examine witnesses, and to introduce evidence. On December 13, 2024, the parties
17 filed post-hearing briefs. On February 20, 2025, the Hearing Officer issued a decision
18 dismissing all three counts of Stickles' Complaint. The Hearing Officer held that Stickles
19 did not present sufficient evidence to support the allegations in the Complaint or
20 demonstrate that the Union's conduct was improperly motivated, discriminatory, arbitrary,
21 perfunctory or demonstrative of inexcusable neglect. Pursuant to Section 11(e) of the

1 Law, Stickles seeks review of the Hearing Officer's decision, asserting that the Hearing
2 Officer made erroneous factual and legal findings.¹

3 Upon review of the entire record and the parties' written submissions on appeal,
4 the Commonwealth Employment Relations Board (CERB) affirms the Hearing Officer's
5 dismissal for the reasons stated below.

6 BACKGROUND²

7 Parties Involved

8 The Ashburnham-Westminster Regional School Committee (Employer or School
9 Committee) is a public employer within the meaning of Section 1 of the Law. The Union
10 is an employee organization within the meaning of Section 1 of the Law. The Union
11 represents a bargaining unit of teachers and education professionals employed by the
12 Employer, including Board Certified Behavior Analysts (BCBAs). The Union and the

¹ Stickles filed a timely appeal on March 2, 2025. On March 10, 2025, Stickles filed a motion to amend her appeal. On March 11, 2025, the Union filed a timely response to Stickles' appeal. On March 18, 2025, Stickles filed a motion to file a reply brief to the Union's March 11, 2025 response. On March 21, 2025, the CERB allowed Stickles' motion to amend and the motion to file a reply, and directed her to file them together, on or about March 31, 2025. The CERB permitted the Union to file a response within ten days of receipt of the Amended Appeal/Reply. On March 31, 2025, Stickles filed two documents, the Amended Appeal and Reply brief. On April 9, 2025, Stickles filed an unopposed Motion for the CERB to consider an error in the brief, which we acknowledge and allow. On April 10, 2025, the Union filed a further response to Stickles' appeal.

² Upon review of the transcript and the documentary evidence, the CERB adopts the Hearing Officer's findings of fact, and adds or clarifies facts if supported by the record. Some of the facts we have added or corrected were requested by Stickles. To the extent we have not included facts Stickles alleged were not accurate or complete, we have determined that those disputed facts are not material to the Complaint, do not add clarity, or are not supported by the Hearing Officer's credibility determinations. The basis for our determination is further explained in our opinion section below.

1 Employer are parties to a collective bargaining agreement (CBA) dated July 2022 to June
2 2025.

3 From August 15, 2022 to November 18, 2022, Stickles was employed as a BCBA
4 for the School Committee and was a member of the bargaining unit that the Union
5 represents.³ As a BCBA, Stickles collaborated with educators to obtain student data for
6 the purpose of implementing student behavior plans and/or assist in the student
7 individualized education plan process. She worked for the School Committee at Briggs
8 Elementary School (Briggs) and Overlook Middle School (Overlook).

9 During the 2022-2023 school year, Miller was the Union President and a special
10 education teacher employed by the School Committee at the Westminster Elementary
11 School. She had been working for the School Committee for 31 years.

12 Mid-October Union Communications Pertaining to Stickles

13 On October 17, the Union held an Executive Board (E-Board) meeting. At the
14 meeting, the Union building representative from Briggs, Renee Caldwell (Caldwell),
15 reported that teachers were complaining that a new BCBA, referring to Stickles, was
16 creating unreasonable demands on them related to data collection. Caldwell sought
17 suggestions or advice on how to address their complaints. In response, the E-Board
18 suggested that the teachers speak directly with Stickles regarding their concerns.

19 By email dated October 18, Stickles introduced herself to Miller and asked about
20 the protocol for BCBAs contacting parents. Stickles stated that she had been informed by
21 Paula Parker (Parker), the Special Education Chairperson at Overlook, that when she
22 needed to contact a student's parents, she was not allowed to call the parents without the

³ All of the dates are in 2022 unless otherwise specified.

1 special education liaison joining in the call. Stickles wanted to know if this “made sense.”
2 By email dated October 19, Miller answered Stickles’ question and stated that it is typically
3 not necessary for a special education teacher to be on a call but explained that in some
4 cases it is helpful to have another person. Miller suggested that Stickles ask Parker why
5 she felt the need for it, and that it may depend on the student or family involved. In the
6 same email, Miller asked Stickles what data she had requested from the teachers at
7 Briggs. Miller informed Stickles that:

8 I am hearing a collective voice that [the data collection] is a little too much
9 for a classroom teacher. Obviously[,] I need more information, a suggestion
10 to you would be to look at what you are asking people to do and if it is
11 feasible for them. I don’t know your background but understanding what a
12 classroom teacher is multitasking in a day will help you in the long run to
13 build relationships and connections with teachers.⁴
14

15 By email on October 21, Stickles explained her data collection process and work
16 experience to Miller.⁵ Stickles also stated that she was unaware that teachers were
17 complaining about her data collection request and asked Miller to encourage them to
18 speak to Stickles directly. Stickles requested to meet to discuss this issue and her
19 concerns regarding Parker.

⁴ Stickles argues that Miller’s email demonstrates that Miller reached a conclusion about Stickles’ work performance, and that because Miller’s conclusion was not based on evidence or investigation, it must have been based on her personal relationship with the teachers. We do not agree that these inferences can be reached from the email and therefore decline to add this finding. Although Stickles testified that she had been informed that Miller had a “long-standing friendship” with a teacher at Briggs, we do not find this is sufficient evidence to establish that Miller had personal relationships with any teachers where the person who allegedly told Stickles this information did not testify and there is no other evidence establishing the basis for this conclusion. We note that Miller testified with specificity that while she had known the teacher at Briggs for 25 years, they were work colleagues and did not socialize regularly outside of work.

⁵ The Hearing Officer’s decision states that this email was dated October 25. However, a copy of the email, entered as an exhibit, reflects that Stickles responded on October 21.

1 On October 25, Miller sent a short email to Stickles informing her that they could
2 meet after school whenever it worked for Stickles. Stickles responded the same day
3 stating that she received an email from Muir that copied Miller, requesting a meeting with
4 Stickles and Christiano. Stickles requested a call with Miller prior to the meeting. They
5 spoke on the phone for approximately 39 minutes later that evening.⁶ During the phone
6 conversation, Miller stated that she did not have details about the meeting with Christiano
7 and Muir. However, Miller informed Stickles that she was asked to attend the meeting as
8 a resource. Stickles explained to Miller the struggles she was experiencing with Muir and
9 some of the other teachers. Miller informed Stickles that they would listen to what Muir
10 and Christiano said and get everything straightened out at the meeting.

11 On October 26, Stickles spoke on the phone for approximately 35 minutes with
12 Duncan, a teacher and Union building representative for Overlook.⁷ On the same date,
13 Stickles texted Duncan stating that Muir wanted to meet with Christiano, Miller, and
14 herself. Stickles stated that she spoke with Miller the previous night and Miller stated she
15 thought the meeting was about issues at Briggs. Duncan responded asking Stickles if she
16 wanted him to ask Muir if the meeting was disciplinary. Duncan stated that if the meeting

⁶ Stickles alleged that Miller interrogated her during this conversation about a particular student's placement and was condescending. Additionally, Stickles alleged that Miller scoffed when she explained the difficulties she experienced at Briggs. Crediting Miller's testimony, the Hearing Officer did not find that Miller interrogated Stickles about any topic during this phone conversation, nor did she find that Miller was condescending during this exchange. For the reasons stated in our opinion section below, we do not disturb this credibility determination.

⁷ The Hearing Officer stated that this conversation occurred on October 25. Stickles asserts that the conversation occurred on October 26. A joint exhibit that depicts Stickles' phone screen shows that phone call with Duncan occurred on October 26 at approximately 6:53 pm. Although the change is not material, we have corrected this fact.

1 was disciplinary, then Miller could serve as the Union representative. Stickles responded
2 that she did not want to meet with Muir without Duncan present as she felt Miller was
3 overstepping and criticizing her clinical decisions. Stickles asked Duncan to reschedule
4 the meeting with Muir and for him to attend the meeting with her. Stickles also informed
5 Duncan that she heard from another employee that Muir wanted to assign Miller as a
6 second mentor, but Stickles did not think she needed a second mentor. Duncan
7 responded that he was waiting for a call back from Muir. Later that evening, Duncan called
8 Stickles and informed her that Muir assured him that the October 27 meeting was not
9 disciplinary. Additionally, Duncan informed Stickles that Miller, as the Union president,
10 could act as Union representative if the meeting became disciplinary in nature or handle
11 any other Union matters should the need arise.⁸ Duncan had also called Christiano to
12 reschedule the meeting, but Christiano informed Duncan that Miller was attending the
13 meeting.

14 Communications and October 27 Meeting with Administrators

15 In October, Muir informed Christiano that she had received several complaints
16 about Stickles from other teachers and principals in the school district. Muir and
17 Christiano decided to meet with Stickles to discuss how best to support Stickles in
18 creating work relationships. Because Miller had over 20 years of special education
19 experience, Muir and Christiano thought Miller might be able to help Stickles establish
20 relationships and requested Miller attend the meeting with Stickles. At the beginning of
21 the year, the School Committee assigned Katie Hilton, a BCBA, as a mentor for Stickles.

⁸ The record does not contain any evidence that Duncan communicated to Miller that she would potentially need to act as Stickles' Union representative should the meeting become disciplinary.

1 However, Muir and Christiano wanted to assign Miller as a second mentor for Stickles so
2 that she could have the perspective of a veteran teacher.

3 By email dated October 25, Muir informed Stickles that if she “could please plan
4 on meeting with us Thursday at 9 [a.m.] at [the] central office, we would like to check in
5 with you about a few things.” Miller was copied on the email. Later that same day, Stickles
6 responded to Muir stating she would be at the meeting and requested further information
7 about the meeting so she could be prepared. That same day, Muir responded to Stickles
8 that “the purpose of this meeting is to review a few things that administrators and other
9 educators have brought to our attention, to obtain your input and to work out a support
10 and resolution plan.”

11 On or about Thursday, October 27, Miller, Stickles, Muir, and Christiano met to
12 discuss how to best help Stickles succeed at her job. At the meeting, Christiano asked
13 Stickles to review her understanding of the BCBA position. Because Muir and Christiano
14 had assigned Miller to act as a resource for Stickles, Miller spoke about her experiences
15 in fostering relationships with other teachers and provided Stickles with advice on the
16 subject. Miller told Stickles that from her own personal experience, she thought the
17 teachers at Briggs were defensive, prickly, unfriendly, intimidating and often
18 unapproachable.⁹ Miller stated that the teachers at Briggs were slow to trust new staff

⁹ Stickles alleged that Miller called her cold, unfriendly, intimidating, and/or unapproachable. The Hearing Officer credited Miller’s testimony on this matter. Miller testified that she called the teachers at Briggs cold, unfriendly, intimidating, and/or unapproachable. The Hearing Officer noted that Christiano was also present in the October 27 meeting and did not mention in her testimony that Miller called Stickles cold, unfriendly, intimidating, and/or unapproachable. In addition, the Hearing Officer did not find that: 1) Miller cited ways that Stickles was inadequately performing her assigned duties; 2) Miller stated that the teachers at Briggs should not be faulted for their inability to connect with Stickles when it was Stickles who needed to be more collaborative; and

1 members, so Miller used to bring chocolate or coffee to teachers to try to build
2 relationships.

3 During the meeting, Muir and Christiano suggested soliciting teachers' input on
4 Stickles' performance. In response, Miller interjected that soliciting teachers' input on
5 Stickles' performance would be inappropriate as it could be considered evaluative. Miller
6 stated that Muir and Christiano should be looking at students' charts, and not teachers'
7 emails, as it is not the teachers' role to evaluate Stickles. At the end of the meeting, Muir
8 and Christiano gave Stickles several goals to strive for in her job duties and
9 communication skills. Additionally, Muir and Christiano stated that they would meet with
10 Stickles on a more regular basis to ensure she was successful in obtaining those
11 performance goals. The goals were documented in a written support plan.

12 Communications Following October 27 Meeting

13 After the October 27 meeting, Stickles informed Christiano and Muir that she was
14 not comfortable with Miller as a second mentor, and they agreed to not include Miller
15 moving forward. As such, Muir and Christiano emailed Stickles the support plan but did
16 not include Miller in that communication.

17 In addition, Stickles reached out to Duncan to explain what happened at the earlier
18 meeting. Duncan informed Stickles that the meeting was not a Union issue as the meeting
19 was not disciplinary. By email dated October 28, Stickles reached out to Dana Altobelli
20 (Altobelli), the building representative for the Oakmont Regional High School, and Nick
21 Kostich (Kostich), another Union representative, about the October 27 meeting. Stickles

3) Miller made disparaging remarks about Stickles in the meeting. For the reasons stated in our opinion below, we do not disturb the Hearing Officer's factual findings as they rest on her credibility determinations.

1 informed Altobelli and Kostich that Miller had taken the side of the teachers complaining
2 about Stickles and was not receptive to Stickles' side of the story.

3 Additionally, Stickles complained to Kostich and Altobelli that Miller inserted herself
4 into the October 27 meeting and assisted Muir with the development of a support plan
5 with goals that Stickles thought interfered with her ability to perform her job. Stickles
6 explained that Muir wanted to see Stickles again in two weeks, but that Stickles did not
7 want Miller involved. Stickles expressed concerns about Miller's ability to be neutral and
8 not overstep. By email dated October 31, Kostich responded that since the meeting was
9 not disciplinary, Stickles should ask for further clarification regarding the purpose of the
10 future meetings.

11 By email on October 31, Nathaniel North (North), the Principal at Briggs, sent
12 Stickles a comment about a recent child study meeting that Stickles attended with him
13 and a teacher referred to as Mrs. A.¹⁰ North expressed disagreement with Stickles'
14 response to a question Mrs. A posed. North stated that Stickles left in the middle of the
15 meeting and "present[ed] a lack of understanding of our system or a lack of desire to
16 collaborate with the teachers." By email response on November 1, Stickles explained that
17 she had informed Mrs. A that she had a scheduling conflict, which is why she left when
18 she did and was "caught off guard by the last minute question." On the same day, Michael
19 Leander (Leander), the Assistant Principal at Briggs, emailed Stickles with the preface
20 that he "wanted to recap what we had discussed." Then, he stated "You asked how the
21 meeting went and to be brutally honest. 1. I let you know that the roll out of the BIP was

¹⁰ The Hearing Officer did not reference these emails in her a decision but entered them into the record as hearing exhibits. We include these facts at Stickles' request but do not find that they are material to the allegations in the Complaint.

1 a disaster. You spoke too fast and would not pause and reflect on the needs of the
2 teachers putting [student's] plan in place." Leander then listed other numbered critiques.
3 The same day, Stickles responded to Leander thanking him for his feedback, adding her
4 impressions of their meeting, and asking additional questions.

5 By email dated November 1, Stickles requested to meet with Christiano, and they
6 arranged to meet on November 3. Christiano offered to meet Stickles at Overlook if she
7 wanted Duncan to also attend the meeting. On or about November 3, Stickles met with
8 Christiano and brought Altobelli to the meeting as her Union representative. Altobelli was
9 unaware that Stickles, not Christiano, had requested the meeting.

10 By email dated November 8, Christiano sent Stickles a recap of their previous
11 meetings. In the email, Christiano stated that the purpose of the October 27 meeting with
12 Muir, Miller, and herself was to "discuss the ongoing needs that have been expressed to
13 me regarding your role as a BCBA in the district. The goal during this meeting was to be
14 proactive so that we could support all students and give you tools for success."
15 Additionally, Christiano's email stated that Stickles admitted she had trouble fostering
16 relationships with staff at Briggs and that she wanted support to succeed. Christiano
17 reiterated that in addition to Stickles' mentor, she and Muir provided Stickles with the
18 opportunity to collaborate weekly with Miller, a veteran special education teacher.
19 Furthermore, Christiano stated that everyone in the meeting discussed that a large part
20 of the BCBA position is communicating effectively with staff and that teachers can be
21 overprotective of their students. The email also noted that the group discussed that,
22 despite these challenges, it was Stickles' job to employ different skills to gain the teachers'
23 trust. Christiano listed several suggestions that the group had discussed and agreed upon

1 for Stickles to succeed, including Miller's suggestions for communicating with teachers
2 such as: 1) bring candy to meetings, 2) ask for teacher input, 3) sit in classrooms to get
3 to know the teacher and student, 4) listen to their concerns, and 5) meet the teacher "in
4 the middle." Next, Christiano recapped the events after the October 27 meeting.
5 Christiano explained that on November 3, Stickles met with Altobelli and herself to clarify
6 the October 27 meeting. During the November 3 meeting, Stickles informed Christiano
7 that she did not want Miller as additional support because Stickles thought Miller was
8 friends with a teacher at Briggs. Christiano explained that per Stickles' request, she
9 contacted Miller and told her they did not need her assistance.

10 By email dated November 9, Stickles responded to Christiano's email thanking her
11 for the opportunity to collaborate with Miller. Stickles explained that she declined the
12 opportunity to work with Miller because she had concerns about her objectivity and
13 neutrality which stemmed from an October 18 email and an October 25 phone
14 conversation. Stickles expressed concern that during the October 25 phone conversation,
15 Miller questioned Stickles about a student placement. In addition, Stickles suggested that
16 she meet with another special education teacher at Briggs, other than Miller, if the school
17 district continued to believe that Stickles would benefit from such meetings.

18 By email dated November 13, North informed Stickles that he had concerns about
19 how Stickles handled an incident in the classroom. The incident involved a student who
20 was kicking chairs near their classmates. North stated that he was concerned that Stickles
21 continued to take notes and did not help remove a student to a safe spot when the student
22 started kicking the chairs. Also, North informed Stickles that a staff member approached
23 him with concerns about Stickles' consultations. The staff member informed North that

1 Stickles had not been talking with the staff members about the students on IEPs, but
2 rather, Stickles' concerns about the quality of her work. North explained that the focus of
3 consultations must be the students. By email dated November 14, Stickles responded to
4 North explaining that the student involved in the kicking incident was not part of her
5 caseload. Additionally, Stickles provided a timeline of events as she recalled the incident.

6 Union E-Board Decision

7 The Union had an E-board meeting scheduled for November 14. By email dated
8 November 14, Stickles suggested to Duncan that if her issues with Miller's neutrality were
9 discussed in the Union's E-Board meeting, they should come up with a procedure for
10 situations when building representatives cannot serve as the neutral representative in a
11 meeting. Additionally, Stickles suggested that the Union discuss when an investigatory
12 interview is being held as Stickles felt Human Resources' involvement in the October 27
13 meeting blurred the lines between investigatory and non-investigatory.

14 During the November 14 E-Board meeting, Altobelli, Kostich, and Duncan stated
15 that Stickles had expressed concerns about Miller being hostile and unprofessional during
16 her interactions with Stickles. Additionally, Duncan expressed concerns with Stickles
17 interrupting classes by coming in and out of teachers' classrooms. The E-Board
18 discussed whether anyone was willing to be the point of contact for Stickles to deal with
19 Union issues. Duncan expressed concerns that Stickles was "bouncing" from
20 representative to representative which could cause confusion.¹¹ The E-Board discussed

¹¹ During his testimony at the hearing, Duncan acknowledged that he referred Stickles to other Union representatives because it appeared to him that Stickles was not satisfied with his responses, and he suggested other Union representatives so that she could obtain a second opinion. In addition, Stickles testified that she reached out to other Union

1 appointing one person for Stickles so that the information she received was consistent
2 and nothing would “fall through the cracks,” which could happen if multiple people were
3 dealing with her concerns. During the meeting, Miller contacted the Massachusetts
4 Teachers Association (MTA) to inquire about the best way to handle the situation. The
5 MTA advised her to narrow the number of Union representatives Stickles asked for advice
6 so there was a consistent flow of information. Miller was the only Union representative
7 who was willing to work with Stickles. Because Miller was the only person who
8 volunteered, and because of her status at the Union president, the E-Board decided that
9 Miller would be Stickles’ primary contact for future Union concerns and issues.¹²

10 By email dated November 14, Duncan informed Stickles that the E-Board met that
11 afternoon and decided that, moving forward, Miller would be the only Union representative
12 handling Stickles’ concerns. Duncan informed Stickles that Miller “can address any of
13 your concerns beyond those of us in the role of building representatives.” Shortly after,
14 Stickles responded to Duncan’s email stating that Kostich and Altobelli had expressed
15 concerns that Miller’s involvement was inappropriate, and asked Duncan to explain the
16 reasoning behind the change in opinion.¹³

officers, specifically Kostich and Altobelli, because she had been told that they were known to stand up to Miller.

¹² Miller testified at the hearing that she volunteered because she believed her duty as president was to protect her teachers and some of her E-Board members. Duncan testified that Miller was selected because she was able to operate at a “higher altitude” as the Union president, and that she would be able to liaison with all individuals involved, namely the Superintendent, Human Resources Director, Director of Special Education, the administration at Briggs, and teachers at Briggs, better than the Union’s building representatives.

¹³ The Hearing Officer found that Stickles failed to prove at the hearing that Kostich and Altobelli had expressed concerns over Miller’s ability to represent Stickles in her Union

1 By email dated November 16, Duncan again informed Stickles that Miller would
2 address any of her Union concerns moving forward, and that he had forwarded her
3 concerns to Miller. The next day, Stickles emailed Duncan stating that she did not want
4 him to reach out to Miller on her behalf as Miller's involvement had worsened her situation
5 at Briggs.

6 Stickles' Meeting with Duncan and Potter on November 16

7 On or about November 16, Stickles requested to meet with Duncan. Duncan
8 invited Potter, a teacher and Union building representative at Overlook, to attend the
9 meeting with him to witness the conversation with Stickles. They met with Stickles that
10 day during Duncan's preparation period. Stickles asked Duncan about the E-Board's
11 decision to assign Miller as Stickles' sole point of contact for Union matters. Additionally,
12 Stickles stated that she was going to file a charge with the DLR.

13 Several hours later, Stickles entered Duncan's classroom when students were
14 present, placed her cell phone close to Duncan's face, and asked if the address displayed
15 on the screen was the correct address to serve the charge on the Union. Duncan informed
16 Stickles that the address on the screen was the personal address of the Union's treasurer.
17 After this brief interaction, Stickles left the classroom.¹⁴

18 After the classroom interaction with Stickles, Duncan called Miller and informed
19 her that Stickles "yelled" at him and stated that she was going to sue Duncan, and that
20 he felt threatened by Stickles. Miller suggested to Duncan that if he felt threatened by

officer capacity. We note that Altobelli testified at the hearing and did not express any concerns over Miller's ability to represent Stickles. For the reasons explained in our opinion section below, we do not disturb the Hearing Officer's finding.

¹⁴ Duncan testified that he felt threatened by this entire interaction with Stickles.

1 another staff member, he should alert Christiano of the situation.¹⁵ After Duncan reported
2 the incident to Miller, she contacted Potter to ask about the November 16 interaction with
3 Stickles. After Potter described the incident, Miller suggested to Potter that if he felt
4 Stickles was hostile, he could memorialize the conversation and send it to Human
5 Resources.

6 By email dated November 16, Potter sent Christiano the following message¹⁶:

7 I have been asked by Terry Miller, president of the Ashburnham
8 Westminster Teachers' Association, to memorialize an interaction between
9 Brett Duncan and Amber Stickles that occurred at about 8:30 this morning
10 in the 6th grade copy room. As the AWTA Overlook Middle School building
11 representative, Amber has sought Brett's advice and assistance regarding
12 misgivings she has about how her work performance is being treated by her
13 managers. As far as I am aware, Brett's interactions with Amber regarding
14 this situation have always remained professional, though it was clear by
15 Amber's agitated demeanor this morning, that she does not believe that
16 Brett has done enough to defend her against what she perceives as
17 mistreatment by her managers. As Brett attempted to calmly explain to
18 Amber that she needed to direct all further discussion of this situation to
19 Terry Miller, she became more and more agitated and stormed out of the
20 copy room threatening out loud to report this situation to the Department of
21 Labor Relations. The entire interaction between Brett and Amber in the copy
22 room this morning was no more than two or three minutes in duration.
23

¹⁵ Potter testified that Miller told him, "if you feel like it was hostile, then [you] should memorialize the conversation and send it to human resources." He stated at the hearing that he did not get the impression that Miller was directing him to make a statement. Potter did not explain, nor was he asked to at the hearing, why he wrote in the statement that Miller "asked" him to write it. Further, Miller testified that she told Duncan that, "if he had any situation at school with a fellow employee where he felt threatened, that he should write it up and pass it to HR." The Hearing Officer did not find that Miller ordered or directed Potter to submit a statement to Human Resources, but rather suggested he submit a statement if he felt the same way as Duncan. In addition, the Hearing Officer did not find that Miller's conduct was motivated by a desire to prevent or discourage Stickles from filing a charge against the Union. For the reasons explained in our opinion section below, we do not disturb the Hearing Officer's findings as they rest on her credibility determinations.

¹⁶ The Hearing Officer's decision indicates that Duncan sent the quoted message. The record reflects that Potter, rather than Duncan, wrote and sent the quoted message.

1 Christiano never issued Stickles discipline as a result of this complaint.

2
3 By email dated November 16, Miller wrote to Stickles that:

4
5 This is a gentle reminder that you need to respect professional boundaries.
6 It is inappropriate to interrupt a classroom that is in instruction to ask union
7 related questions and/or seek union related information. You are putting
8 fellow teachers in very uncomfortable situations in which they do not know
9 how to politely ask you to stop interrupting their class. The appropriate time
10 for any of those discussions would be before or after school. Your recent
11 behavior has unfortunately exhausted the many people who have
12 attempted to counsel and/or to help you. Members of the E-Board team do
13 not function independently of the President of the local Union. So that we
14 have a consistent flow of information, when members speak with anyone, I
15 am typically made aware. At this point in time, your only contact for union
16 related issues has to be myself. Of course, if at any time you are called into
17 a meeting and require union representation, I am able to make myself
18 available to you.

19
20 By email dated November 17, Christiano instructed Stickles to attend a meeting
21 with the Superintendent on November 18. Christiano informed Stickles to bring a Union
22 representative. Altobelli attended the meeting as the Union representative. At the meeting
23 and by letter on November 18, the School Committee terminated Stickles' employment.

24 OPINION¹⁷

25
26 Stickles argues on appeal that the Hearing Officer made both errors of fact and
27 law when the Hearing Officer credited Miller's testimony, failed to find certain facts she
28 alleged, and concluded that the Union's actions did not breach its duty of fair
29 representation in violation of Section 10(a)(1) of the Law as alleged in the Complaint. We
30 have reviewed the Hearing Officer's findings of fact and conclusions of law and find no
31 reversible error.

¹⁷ The CERB's jurisdiction is not contested.

1 In reviewing Stickles' request for review and her challenges to the Hearing Officer's
2 factual findings, we are guided by the well-established principle that the hearing officer
3 who heard the witnesses in an agency proceeding must assess credibility when there is
4 a material conflict in the testimony. Morris v. Board of Registration in Medicine, 405 Mass.
5 103, 109 (1989). Questions of credibility arise when there are conflicting versions of
6 material events. Morris, 405 Mass. at 109. The CERB is required to give substantial
7 deference to a hearing officer's factual findings "when the subsidiary findings of a hearing
8 officer rest on the hearing officer's 'resolution of credibility questions'." United Water &
9 Sewer Workers v. Labor Relations Commission, 28 Mass. App. Ct. 359, 359 (1990), citing
10 Morris, 405 Mass. at 103; Vinal v. Contributory Retirement Appeal Board, 13 Mass. App.
11 Ct. 85 (1982). We will not disturb a hearing officer's credibility determinations absent a
12 showing, by a clear preponderance of all relevant evidence, that these determinations are
13 incorrect. City of Somerville, 23 MLC 11, 12 n.8, MUP-8450 (June 6, 1996). Having
14 reviewed the evidence in the record, including exhibits and testimony, we find that Stickles
15 has not shown by a clear preponderance of all relevant evidence that the Hearing Officer's
16 credibility determinations are incorrect, and as such, we adopt all the Hearing Officers'
17 factual findings, except those which were noted above. Therefore, and notwithstanding
18 Stickles' objections to many of the Hearing Officer's factual findings, our analysis of
19 Stickles' challenges to the Hearing Officer's legal conclusions is made using the Hearing
20 Officer's factual findings.

21 As to Stickles' challenges to the Hearing Officer's legal conclusions in her request
22 for review, we review them under the standard that the Hearing Officer correctly
23 articulated governing a union's duty of fair representation. We reiterate that Section 5 of

1 the Law provides the Union with the right to act for, and negotiate agreements on behalf
2 of, all of the employees in the bargaining unit. That right necessarily includes the Union's
3 responsibility to represent its members fairly in connection with issues that arise under a
4 collective bargaining unit. National Association of Government Employees v. Labor
5 Relations Commission, 38 Mass. App. Ct. 611, 613 (1995). In carrying out this
6 responsibility, unions are allowed "a wide range of reasonableness in representing the
7 often-conflicting interests of employees" and "considerable discretion" in deciding
8 whether to pursue an employee's grievance. Branch v. Commonwealth Employment
9 Relations Board, 481 Mass. 810, 820-821 (2019). The CERB has long recognized that a
10 bargaining unit includes different voices with varying needs, and that a union must, at
11 times, choose from among those voices and act in a way that it believes is best for the
12 unit as a whole. Fitchburg School Committee, 9 MLC 1399, 1414, MUP-4511, MUPL-
13 2447 (September 1, 1982).

14 A union breaches its statutory responsibility to bargaining unit members if its
15 actions toward an employee during the performance of its duties as the exclusive
16 collective bargaining representative are unlawfully motivated, arbitrary, perfunctory, or
17 reflective of inexcusable neglect. Quincy City Employees Union H.L.P.E., 15 MLC 1340,
18 1355, MUPL-2883, MUP-6037 (January 24, 1989), aff'd sub nom. Pattison v. Labor
19 Relations Commission, 30 Mass. App. Ct. 9 (1991), further rev. den'd, 409 Mass. 1104
20 (1991).

21 Count I – October 27 Meeting with Administrators and Miller

22 The allegations in this count center around how Miller acted and what she stated
23 during a meeting with Stickles, Christiano, and Muir on October 27. The Complaint

1 alleged that “Miller has personal relationships with several staff and Union building
2 representatives at Briggs” and that:

3 Miller did not advocate for Stickles and repeatedly described to Christiano
4 and Muir several ways that Stickles was inadequately performing her
5 assigned duties. Specifically, Miller told Christiano and Muir that Stickles
6 was cold, unfriendly, intimidating, and unapproachable toward the unit
7 members at Briggs, that she was inflexible in her data collection methods,
8 and that she was failing to adequately establish working relationships with
9 the unit members at Briggs. Miller repeatedly interrupted Stickles and the
10 administrators to explain how the unit members at Briggs should not be
11 faulted for their inability to connect with Stickles when it was Stickles who
12 needed to be more collaborative.

13
14 Crediting Miller’s testimony over Stickles’, the Hearing Officer found that the evidence in
15 the record did not substantiate that Miller engaged in the alleged conduct.¹⁸ While Stickles
16 disputes these findings, there is insufficient evidence in the record that Miller had personal
17 relationships with the teachers at Briggs, or that any relationship she had with the
18 teachers impacted her fair representation of Stickles. We do not regard working with the
19 teachers as colleagues as having personal relationships with them. Therefore, we do not
20 disturb those factual findings based on the standard articulated above.

21 On review, Stickles argues that the October 27 meeting was an investigatory
22 interview which entitled her to union representation, and that because the School

¹⁸ Stickles insists that the Hearing Officer erred by not concluding that Miller took the teachers’ side regarding data collection, without any evidence or investigation, and that Miller’s decision was based on her personal relationships with teachers. She also insists that the Hearing Officer failed to properly acknowledge that the October 27 meeting was about her data collection. As further detailed in footnote 4, we do not agree. The evidence does not establish that Miller took the teachers’ side regarding data collection, or that Miller’s opinion with respect to the data collection impacted her representation of Stickles. Even if Miller had sided with other teachers as Stickles alleges, the Law does not mandate that unions embrace the views of a grievant in order to represent a grievant fairly. Boston Teachers Union, 12 MLC 1577, MUPL-2699 (January 31, 1986) (rejecting an employee’s complaint that the union never told the employee that it thought the complaints against the employee were unfair, false, or improper).

1 Committee had asked Miller to be a resource on behalf of the Employer, Miller was
2 conflicted out of acting as Stickles' union representative. We are not persuaded by this
3 argument as it distorts the Hearing Officer's factual findings and is not supported by law.
4 The Hearing Officer determined that Muir and Christiano asked Miller to attend the
5 meeting as a resource for Stickles, not as a resource for the Employer. Miller was asked
6 to, and did, advise Stickles on how to foster relationships and gain the trust of the teachers
7 at Briggs. We do not find, and Stickles does not cite any cases to support, that this role
8 is inherently inconsistent with Miller's role as a union representative.

9 Indeed, we note that at this meeting, Miller acted as a union representative for
10 Stickles when she objected to Christiano's and Muir's suggestion that teachers provide
11 feedback to them about Stickles' job performance. Further, Miller did not make any
12 disparaging remarks about Stickles at the meeting, and Miller's communications in the
13 October 18 email exchange and the October 25 phone conversation were not unlawful,
14 and did not demonstrate a lack of neutrality towards Stickles. As such, Stickles has failed
15 to demonstrate that there was any actual conflict in having Miller act as both the union
16 representative and as a resource at the October 27 meeting that would support a finding
17 that the Union breached its duty of fair representation to her.¹⁹

¹⁹ Because we find that Miller acted as Stickles' union representative at the October 27 meeting, it is not material whether the meeting was an investigatory interview. Given that Stickles argues at length in her request for review that it was an investigatory interview, however, we address this argument and find insufficient evidence to demonstrate that the October 27 meeting was an investigatory interview which, under National Labor Relations Board v. J. Weingarten, Inc., 420 U.S. 251 (1975), would entitle Stickles to union representation. In Commonwealth of Massachusetts/Commissioner of Administration and Finance, we determined that a meeting was not an investigatory interview where it was held to discuss the employee's job performance and methods for improving that performance. 22 MLC 1741, 1748, SUP-4105 (May 16, 1996). Where the meeting was not designed to elicit responses from the employee or to gather information about her

1 Stickles also argues in her request for review that the Union breached its duty of
2 fair representation to her because the Employer's decision to place her on a support plan,
3 to propose having teachers evaluate her work performance, and have Miller assigned as
4 a second mentor were all outside the terms and conditions of the CBA. She suggests that
5 the Union permitted the Employer to make these unilateral changes, bypass the Union,
6 and deal directly with her, in violation of its duty of fair representation. We decline to
7 address this argument because this allegation is not in the Complaint. Salem Teachers
8 Union, Local 1258, MFT, AFT, AFL-CIO, 35 MLC 225, 228 n.25, MUPL-04-4479 (April
9 14, 2009) (declining to decide matters not part of the complaint in the case). Further,
10 Stickles raised this argument for the first time on appeal, and we do not consider
11 arguments raised for the first time on appeal. Anderson v. Commonwealth Employment
12 Relations Board, 73 Mass. App. Ct. 908, 909 n.7 (2009) (citing the CERB's policy of not
13 considering information raised for the first time on reconsideration). In addition, where
14 Miller was the Union President and attended the meeting, Stickles has failed to
15 demonstrate the necessary underlying facts or findings to support this argument, such
16 as, that the support plan is a mandatory subject of bargaining, that the Employer made a
17 unilateral change in working conditions, and that the Employer dealt directly with her and
18 bypassed the Union.²⁰

conduct, it was not investigatory in nature. Further, the employer had assured the employee that no disciplinary action would result from the meeting, so the employee had no reasonable expectation that disciplinary action would follow. Id. Here, the October 27 meeting was similarly designed to determine a support plan for Stickles, and Stickles received the same assurance that it was not disciplinary. Therefore, we conclude that the October 27 meeting was not an investigatory interview.

²⁰ Direct dealing occurs where an employer circumvents the union by dealing directly with bargaining unit employees as to mandatory subjects of negotiations. Service Employees.

1 Count II – Union’s Decision to Assign Miller as Point of Contact

2 Count II of the Complaint alleges that the Union’s decision to assign Miller as
3 Stickles’ sole point of contact and Union representative for any of Stickles’ concerns over
4 her support plan and other work issues was arbitrary, capricious, inexcusably negligent,
5 and motivated by personal hostility toward Stickles.

6 Stickles argues in her request for review that the Union was required to investigate
7 her concerns regarding Miller’s lack of objectivity and suggests that part of that
8 investigation should have included the opportunity for Stickles to present evidence and
9 call witnesses. Stickles asserts that the Union’s failure to provide her with this opportunity
10 violated her state and federal constitutional rights to due process and breached its duty
11 of fair representation. This argument is without merit. Although the Hearing Officer found
12 that Stickles informed Duncan of her concerns about Miller, Stickles failed to demonstrate
13 that Miller’s actions with respect to the October 18 email exchange and the October 25
14 phone conversation were unlawful or demonstrated a lack of neutrality. Further, Stickles
15 does not cite any case law that requires a union to provide an investigation in the manner
16 Stickles seeks, under either the federal or state constitutions or Section 10(b)(1) of the

International Union, AFL-CIO, Local 509 v. Labor Relations Commission, 431 Mass. 710, 714 (2000). A unilateral change in violation of the Law is when an employer changes an existing condition of employment or implements a new condition of employment concerning a mandatory subject of bargaining without first providing the union with notice and an opportunity to bargain to resolution or impasse. Commonwealth of Massachusetts v. Commonwealth Employment Relations Board, 101 Mass. App. Ct. 616, 623 (2022). Direct dealing and unilateral changes are considered violations of an employer’s duty to bargain in good faith with bargaining unit members’ exclusive bargaining representative under Section 6 of the Law. Notably, an employee does not have standing to enforce an employer’s duty to bargain; only the union may bring such a charge. Pattison, 30 Mass. App. Ct. at 23.

1 Law, and there is no evidence that the Union's failure to provide this opportunity was
2 unlawfully motivated or departed from its normal procedures.

3 In addition, we find no merit to Stickles' argument that the Union acted arbitrarily
4 in assigning Miller as Stickles' point of contact. A union's action is arbitrary if it is without
5 a rational basis and unrelated to legitimate union interests. International Brotherhood of
6 Police Officers, Local 338, 28 MLC 285, 288, MUPL-4225 (March 15, 2002). Here,
7 Stickles undisputedly had contacted several union representatives related to her
8 workplace issues in the relatively short period of her employment with the School
9 Committee. Stickles' workplace issues involved many individuals, union and non-union
10 within the school district, such as the Superintendent, Human Resources Director,
11 principals, and teachers, as well. Duncan also expressed concern that Stickles was
12 interrupting classes by coming in and out of teachers' classrooms. The E-Board
13 discussed having one person designated to work with Stickles so that the information she
14 received was consistent and nothing would fall through the cracks, and the MTA advised
15 the Union to narrow the number of Union representatives from whom Stickles could seek
16 advice. In light of these concerns, given that Miller was the Union president, and no one
17 else was willing to be a point of contact, the Union had a rational basis for assigning Miller
18 as the primary point of contact. The fact that Duncan had suggested that Stickles seek
19 additional opinions from other union representatives, when it appeared that Stickles was
20 displeased with his opinion, does not discredit this rationale.

21 Further, we agree with the Hearing Officer that there was no evidence that Miller
22 or the Union lacked neutrality or otherwise harbored an unlawful motive towards Stickles
23 such that the Union's decision to assign Miller as the point of contact was unlawful.

1 Unlawful motivation or bad faith conduct on the part of a union is established when there
2 is “substantial evidence of bad faith that is intentional, severe, and unrelated to legitimate
3 union objectives.” Graham v. Quincy Food Services Employees Ass’n, 407 Mass. 601,
4 609 (1990) (reversed a summary judgment ruling in favor of the union where the plaintiff
5 was able to show that there was a history of hostility between her and union officials).
6 See also International Brotherhood of Police Officers, Local 338, 28 MLC at 289;
7 Teamsters, Local 437, 10 MLC 1467, 1478, MUPL-2566 (March 21, 1984) (Union had not
8 engaged in any unlawful conduct where there was no evidence “of impermissible
9 motivation, personal hostility or invidious discrimination.”) While Stickles argues that the
10 Union could have appointed another Union representative to serve as her sole point of
11 contact, her argument rests on the premise that Miller demonstrated personal hostility
12 towards Stickles. Given the lack of evidence demonstrating that Miller harbored personal
13 hostility towards Stickles, we reject Stickles’ argument and affirm the Hearing Officer’s
14 dismissal of this count.²¹

15 Count III – Potter’s Letter to Human Resources

16 The final count asserts that Miller directed Potter to write to Christiano and tell her
17 about Stickles’ statements and conduct during the November 16 meeting with Duncan
18 and Potter, and that Potter subsequently reported Stickles accordingly. The Complaint
19 alleges that Miller’s directive was arbitrary, perfunctory, inexcusably negligent and
20 motivated by personal hostility toward Stickles, and that by Miller’s and Potter’s conduct,

²¹ Although Stickles may have been frustrated by the Union’s decision to assign her the specific representative she was seeking to avoid, we do not find that the Union breached its duty of fair representation by doing so. We also note that the despite this decision, at the meeting that resulted in Stickles’ discharge, Altobelli represented her, not Miller.

1 the Union breached its duty of fair representation and interfered with, restrained and
2 coerced Stickles in the exercise of her rights under the Law, in violation of Section 10(b)(1)
3 of the Law.

4 On review, Stickles argues that Miller's conduct in suggesting to Potter that he
5 send the letter to Christiano lacked a rational basis and constituted egregious unfairness
6 or a disregard for Stickles' rights amounting to inexcusable negligence and arbitrary
7 conduct on part of the Union. In addition, Stickles asserts that Miller should have
8 investigated the interaction with Duncan and Potter and provided Stickles with an
9 opportunity to defend or explain her conduct, instead of suggesting that Potter
10 memorialize the interaction and send it to Human Resources.

11 Stickles, however, has not established that the Union's conduct lacked a rational
12 basis, that it disregarded her rights, or that it was unlawfully motivated. See Trinque v. Mt.
13 Wachusett Community College Faculty Ass'n., 14 Mass. App. Ct. 191, 199 (1982) ("While
14 ordinary negligence may not amount to a denial of fair representation, the lack of a rational
15 basis for a union's decision and egregious unfairness or reckless omissions, or disregard
16 for an individual employee's rights may have that effect.") Unions are afforded "a wide
17 range of reasonableness in representing the often-conflicting interests of employees".
18 Branch, 481 Mass. at 820-821. The CERB will not substitute its judgment for that of the
19 union, even if we might have decided differently than the union, absent a showing that a
20 union's actions were unlawfully motivated, arbitrary, perfunctory, or reflective of
21 inexcusable neglect. International Brotherhood of Police Officers, Local 338, 28 MLC at
22 288 (citing National Association of Government Employees, 26 MLC 57, 58, SUPL-2650
23 (November 9, 1999)).

1 We find that a union's duty to all its members enables them to advise employees
2 of their right to report potential threatening or abusive workplace misconduct, even if the
3 employee being reported is another bargaining unit member, absent evidence that the
4 union had personal or other unlawful motives. See Teamsters Local 869 (Anheuser-
5 Busch), 339 NLRB 769 (2003) (the National Labor Relations Board (NLRB) held that a
6 union violates the law when it prohibits one union member from complaining to
7 management about another as it unlawfully restrains or coerce members from exercising
8 their rights to complain concertedly to management about safety violations, including
9 those committed by a fellow union member); Good Samaritan Medical Center. v. National
10 Labor Relations Board, 858 F.3d 617, 640 (1st Cir. 2017) (reversing a NLRB decision and
11 holding that the union did not breach its duty of fair representation when it had a rational
12 reason based on good faith to report a bargaining unit employee's conduct to the
13 employer – namely, the union had a valid interest in ensuring that someone abusing
14 employees be reported to the employer, for the protection of its own bargaining unit
15 members).²²

16 Here, the Hearing Officer did not find that Miller ordered or directed Potter to submit
17 a statement to Human Resources. Rather, she found that after receiving a call from
18 Duncan explaining he felt threatened by Stickles after she yelled at him, Miller reached
19 out to Potter to ask what happened and then advised Potter that if he also felt Stickles
20 was hostile, he should inform Human Resources. In light of the fact that Duncan had

²² Because Chapter 150E is modeled on the National Labor Relations Act (NLRA) in material respects, the CERB and the courts look to decisions under the NLRA for guidance. Commonwealth v. Commonwealth Employment Relations Board, 101 Mass. App. Ct. 616, 627 n.11 (2022).

1 already expressed concerns about Stickles' alleged threatening behavior, and that Miller
2 merely suggested to Potter to submit a statement *if he felt the same way*, the Hearing
3 Officer did not find that Miller's conduct was motivated by a desire to prevent or
4 discourage Stickles from filing a charge against the Union, as Stickles believed and
5 argued to the Hearing Officer.²³ We do not find anything in the record contrary to the
6 Hearing Officer's findings, and hold that the Miller had a rational, good faith belief for the
7 advice she provided to Potter. Even if Miller's advice could negatively impact Stickles,
8 Miller acted reasonably in advising Potter of his rights.

9 In addition, Chapter 150E does not require that Miller, or the Union, investigate
10 Duncan's and Potter's allegations before informing them of their right as individual
11 employees to report workplace conduct that they find threatening to the Employer. See
12 Boston Teachers Union, 12 MLC at 1586 (rejecting an employee's argument that the
13 union was required to investigate the merits of her unfavorable evaluation and holding
14 that the degree to which a union must investigate a case varies depending upon the
15 posture of the case). In these circumstances, where Miller was merely advising other
16 members of their own rights, and Miller's actions did not lack a rational basis, did not
17 disregard Stickles' rights, and was not based on an unlawful motive, Miller's conduct did
18 not breach the Union's duty of fair representation to Stickles.

²³ On review, Stickles also argues for the first time that Miller suggested that Potter memorialize the interaction because Miller wanted the Employer to discriminate against Stickles for engaging in protected concerted activity. In addition, she argues that the short time between Potter's November 16 letter and her November 18 termination would cause a reasonable person to believe that Potter's letter was a causal factor in Stickles' termination. Stickles did not allege that the Union caused or desired to cause her termination in her Charge, and it is not part of the Complaint before us. As such, we do not consider it now.

1 CONCLUSION

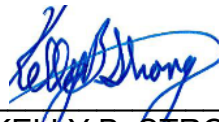
2 Where Stickles bears the burden of proving that the Union's conduct was
3 improperly motivated, discriminatory, arbitrary, perfunctory or demonstrative of
4 inexcusable neglect, we find the record evidence insufficient to support a finding that the
5 Union violated its duty of fair representation to her. We conclude that the Union did not
6 breach its duty of fair representation to Stickles and affirm the Hearing Officer's dismissal
7 of the Complaint.

SO ORDERED.


COMMONWEALTH OF MASSACHUSETTS
COMMONWEALTH EMPLOYMENT RELATIONS BOARD



LAN T. KANTANY, CHAIR



KELLY B. STRONG, MEMBER



VICTORIA B. CALDWELL, MEMBER

APPEAL RIGHTS

Pursuant to M.G.L. c. 150E, Section 11, decisions of the Commonwealth Employment Relations Board are appealable to the Appeals Court of the Commonwealth of Massachusetts. To obtain such an appeal, the appealing party must file a notice of appeal with the Commonwealth Employment Relations Board within thirty (30) days of receipt of this decision. No Notice of Appeal need be filed with the Appeals Court.