

Maryland Public Employee Relations Board

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Wes Moore,
Governor

Membership

Lafe E. Solomon, *Chair*
Harriet E. Cooperman
Judith E. Rivlin
Jennifer Epps

In the Matter of:	*	
Board of Education of Anne Arundel County,	*	
Employer,	*	PERB I 2026-01
And	*	
Secretaries and Assistants Association of Anne Arundel County,	*	
	*	
Employee Organization.	*	

DECISION AND ORDER

On July 3, 2025, pursuant to Section 6-507(e)(1)(ii) of the Education Article, MD Code Annotated, the Public Employee Relations Board (PERB) issued a Notice of Determination that an Impasse in Negotiations had been reached between the Board of Education of Anne Arundel County (BOE) and the Secretaries and Assistants Association of Anne Arundel County (SAAAAC or Union) and ordered the parties to commence mediation.

A mediation session was conducted on September 30, 2025 before a mediator jointly selected by the parties. Following the mediation session, the parties submitted post-mediation briefs, which they subsequently supplemented in response to the mediator's request for additional information. On December 5, 2025, pursuant to §6-507(e)(5), the mediator submitted his "written offer to both parties and the [PERB] of settlement of all matters raised." Mediator's Offer of

Settlement at 1. On December 10, 2025, the Union accepted the Mediator's offer, but the BOE rejected the offer, seeking arbitration before PERB.

PERB held an arbitration hearing on February 5, 2026 during which the parties presented oral argument. Prior to the hearing, the parties submitted briefs in support of their respective positions.

PERB has reviewed and considered the Mediator's Offer of Settlement, each party's final offer, their written briefs, and oral argument. For the reasons stated herein, PERB adopts the complete final offer of the BOE.

PERB's Statutory Authority in Rendering Impasse Arbitration Determination

Section 6-507(e)(11) significantly restricts PERB's discretion in determining which proposals are to be imposed upon the parties and included in their final agreement. Unlike the mediator, PERB cannot pick and choose individual proposals from the parties' respective final offers and create what it believes would be the best package; nor can PERB pick and choose individual proposals from the mediator's offer of settlement. Rather, PERB is constrained to issue an award that adopts one of the following in its totality:

- (i) The complete final offer of the public school employer;
- (ii) The complete final offer of the employee organization; or
- (iii) The mediator's complete offer of settlement.

Contrary to our dissenting colleague's understanding, this statutory limitation on PERB's authority does not restrict PERB from considering the substance and respective merits of the individual proposals that comprise each party's final offer and the mediator's settlement offer. In fact, that is precisely what PERB must do to reach its decision as to which final offer or the mediator's offer of settlement as a whole should be implemented.

Section 6-507(e)(9) authorizes PERB to conduct an arbitration hearing in which PERB is to hear testimony and receive supporting written evidence concerning the terms of the proposals included in each party's final offers and mediator's settlement offer. PERB is to consider the evidence and arguments pertaining to the specific proposals, including among other things, the ability of the public school employer and county to pay the costs of the final offers proposed and personnel costs. Section 6-507(e)(9)(vi)(2). PERB then must decide which of the three offers as a whole PERB, in its discretion, deems most acceptable and to be included in the parties' final negotiated agreement.¹

¹ Our dissenting colleague misconstrues PERB's statutory authority in her assertion that "Section 6-507(e) does not authorize PERB to invalidate a complete settlement because it would have weighted a particular issue differently. The statute provides no 'fatal flaw' exception permitting PERB to discard a mediator's complete offer based on dissatisfaction with one component." This statement is simply wrong. The mediator's offer of settlement is not a "complete settlement" that PERB is bound to accept absent exceptional circumstances. Rather, it is an offer of settlement that statutorily carries no greater weight than the final offers of the parties. The statute does not require PERB to adopt the mediator's recommended offer of settlement or provide the mediator's offer any greater deference than the final offers of the parties. Rather, upon considering the evidence and weighing the requisite factors, PERB has complete discretion to select from one of the 3 options. Indeed, contrary to the dissent's assertion, if PERB finds

The Parties' Final Proposals

SAAAAC's Final Offer included the following proposals:

Article 2, Section 2.4. Grievance Procedures. Require final and binding arbitration as the final step in the Grievance Procedure to be conducted in conformance with the American Arbitration Association's Rules of Labor Arbitration

Article 4, Section 4.9. Substitute Teacher Pay.

- Monetary compensation to be provided for each day a teaching assistant or technician provides substitute teaching services if the 30 minutes of duty-free lunch or either of the two fifteen minute breaks are not provided.
- No Teacher assistant or technician shall be required to provide substitute teaching services in excess of 45 duty days per school year.

Article 4, New Section 4.16. Teacher of Record. No Unit IV employee shall be utilized as a teacher of record.

Article 7, Section 7.4. Placement on Salary Scale.

- Increase from the current 5% to 7.5% the hourly rate of pay for 1 grade promotion, and from the current 10% to 12.5% if the promotion is 3 grades or more.

Article 11, Section 11.10. Personal Business. Increase personal paid business leave days per year from the current 2.5 days to 3 days.

Article 13, Section 13.1. Holidays.

- Add 5 paid holidays (Juneteenth, Rosh Hashanah, Yom Kippur, President's Day, Eid al-Adha) for all 12-month Unit IV employees.
- Delete language: "When the Christmas Eve/Christmas Day and New Year's Eve and New Year's Day holidays fall on a weekend, an alternate day will be designated by the Board of Education as the holiday."

Article 15, Section 15.6. Severance Pay on Retirement. Increase payout for unused accumulated sick leave upon retirement from current \$45 to \$55 per day.

Article 15, New Section 15.9 Institute a Career Ladder for Secretary I, Secretary II, and Teacher Assistant: Permanent Substitute.

BOE's Final Offer included the following proposals:

a component of the mediator's recommended offer unacceptable, it is free to reject his offer and select a party's complete final offer that it finds more acceptable.

Article 4, Section 4.1.B. Duty Days. Revise language as follows: “Full-time clerical, technical and secretarial employees assigned to schools shall be on duty on all days when the central offices are open except the days when schools are closed for pupils during the winter and spring breaks ~~holidays~~.”

Article 4, Section 4.6. Emergency Closing. Delete allotment of up to two Code Blue Days to 12 month Unit IV school based employees for which they are not required to work.

Article 5, New – Interaction with Students. Require appropriate and professional interactions by Unit IV employees with students at all times whether in person, via phone, or any digital platform.

Article 13, Holidays.

- Add President’s Day as a holiday.
- Add language that “during winter and spring breaks, [school clerical, technical, secretarial and teacher assistant employees] shall neither work nor receive additional leave or compensation beyond negotiated paid holidays when schools are closed, and teachers are not on duty.”

The Mediator’s Offer of Settlement

In his Offer of Settlement, the Mediator chose one proposal from each party’s final offer to be included in the final agreement. Specifically, the Mediator recommended the adoption of the binding arbitration provision proposed by SAAAAC and the BOE’s Interactions with Students proposal.

With respect to all other SAAAAC proposals and two of the BOE proposals, the Mediator considered the evidence presented together with the requisite factors to be applied in evaluating the party’s proposals, and rejected these proposals, concluding that the evidence did not justify the implementation of the proposal (SAAAAC proposed Articles 4.9, 4.16, 11.10; BOE proposed Article 4.1 and 4.6); the cost of the proposals would be unfunded or significantly expand BOE’s financial liability (SAAAAC proposed Articles 7.4; 15.6); the proposal inappropriately restricted BOE’s management authority to designate paid days off (SAAAAC proposed Article 13.1); and the proposal lacked detail necessary to be included as a negotiated provision of the parties’ agreement (SAAAAC proposed Article 15.9).

Critically, in rejecting the BOE’s proposed revision to the language of Article 13.1, the Mediator did not address the substantive merits of the proposal, or the evidence presented by the BOE in support of the proposal, particularly the significant financial burden placed on BOE by not adopting the proposal. Rather, the Mediator rejected the proposal solely because the interpretation of the existing language the BOE seeks to revise is the subject of a prior arbitration decision and a pending grievance.

The facts underlying the BOE’s proposed revision to Article 13.1 must be considered. Article 13.1 (Holidays) specifies the paid holidays for 12-month Unit IV employees and when

those employees are entitled to be compensated. The parties' Negotiated Agreement (NA), effective from July 1, 2022 to June 30, 2025, stated, in relevant part, "School clerical, technical, secretarial and teacher assistant employees in the unit shall not work when schools are closed for holidays and teachers are not on duty."

Traditionally, the central office was open during winter and spring breaks, and the central office secretaries were entitled to be compensated, but the school-based secretaries were not entitled to be compensated as the schools were closed and they were not scheduled to work.

The BOE, in the 2023-2024 calendar, decided that the central office would be closed during winter and spring breaks. The central office secretaries continued to be compensated, and the school-based secretaries continued to receive no compensation. The Union filed a grievance in December 2024, alleging that under the NA's existing language, the school-based secretaries were entitled to be compensated. The arbitrator agreed with the Union and ruled that the school-based secretaries were to be compensated.

In the negotiations for the 2025-2028 agreement, the BOE proposed the following additional language to Article 13.1 to overturn the arbitrator's decision and return to the practice before the arbitrator's decision:

Additionally, during winter and spring breaks, these employees [school clerical, technical, secretarial and teacher assistant employees in the unit] shall neither work nor receive additional leave or compensation beyond negotiated paid holidays when schools are closed, and teachers are not on duty.

SAAAAC rejected this additional language, and Article 13.1. Additionally, the Union filed another grievance, challenging the denial of compensation for school-based secretaries during the 2025-2026 winter and spring breaks. The parties agreed to hold this grievance in abeyance pending the outcome of this impasse proceeding.

In recommending that the BOE's proposed revision to Article 13.1 be rejected because of the pending grievance, the Mediator reasoned as follows:

In the Mediator's opinion, an ongoing grievance process is outside the scope of impasse mediation and should not be a consideration when assessing the merits of bargaining proposals. Also, for that reason, the Mediator does not believe it would be appropriate to weigh in on the prospect of changing the language of Article 13.1 when that same original language may be put on an arbitrator's desk for interpretation and application to the subject of the grievance.

The Mediator's rejection of the BOE's proposed revision to Article 13.1 in deference to the grievance process is contrary to his statutory obligation to evaluate the parties' proposals and make a recommendation based on the evidence and the requisite factors. As such, we cannot adopt the Mediator's reasoning that deferred this issue to arbitration. The BOE was entitled to seek this additional language in negotiations, and the Union was entitled to reject it. The Mediator, however, was required under Section 6-507(e)(9) to consider the following factors, which also apply to PERB:

1. The wages, hours, working conditions, or other terms and conditions of employment of similar public employees in comparable surrounding jurisdictions and comparable jurisdictions outside the State; and

2. The ability of the public school employer and the county served by the public school employer to pay, considering their existing resources, the costs of the final offers proposed and other personnel costs.

The Mediator's failure to consider these factors and leave the resolution of this impasse to the grievance procedure undermines the Legislature's intent in enacting the impasse procedures in the Education Code. Accordingly, we cannot adopt the Mediator's Offer of Settlement.²

As explained above, Section 6-507(e)(11) limits PERB's options. Because we cannot modify the Mediator's Offer, we are left with choosing to accept either the BOE's or SAAAAC's complete final offer.

Having considered the entire record, including the factors set forth in Section 6-507(e)(9), we have decided to accept the BOE's complete final offer. The BOE has provided convincing evidence in support of its final offer, particularly the reasoning behind the revisions to Article 13.1 and the substantial cost the BOE will incur if the current language is not revised as BOE proposes. Additionally, BOE's proposed addition of President's Day as a paid holiday is a benefit to employees and is one of the five new holidays SAAAAC proposed in its final offer. In contrast, as the Mediator concluded, SAAAAC's complete final offer imposes a heavy financial burden on the BOE, unlawfully interferes with the BOE's statutory authority to determine when schools shall be closed for designated holidays, and includes an undefined career ladder proposal that cannot be contractually imposed on the parties.

Although we approve of SAAAAC's binding arbitration proposal and would include binding arbitration in our award if we had the statutory authority to create what we deem to be the best final package, as the law currently stands, we are unable to do so.

Accordingly, considering the relative merits of the parties' respective complete final offers, PERB hereby selects and adopts the complete final offer of the BOE.

ORDER

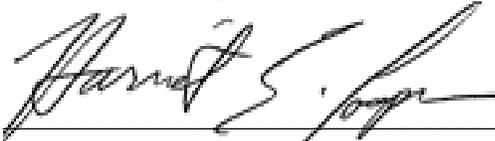
IT IS HEREBY ORDERED that PERB adopts the complete final offer of the BOE.

² Additionally, we disagree with the Mediator's rejection of the other part of BOE's Article 13.1 proposal to add President's Day as a paid holiday. In rejecting this additional holiday, the Mediator reasoned that "it is not necessary to recommend that change when the County already has authority outside of the NA to designate additional paid holidays." However, including President's Day as a paid holiday in the NA creates a contractual right of employees to this holiday not subject to the unilateral discretion of future administrations whether to designate President's Day as a paid holiday each year. Adding President's Day to the NA's paid holiday list is a benefit to employees and, in fact, was one of the four holidays proposed by SAAAAC in its final offer. We are at a loss why the Mediator would not recommend inclusion of this additional paid holiday.

BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD



Lafe E. Solomon, Chair



Harriet E. Cooperman, Member



Judith E. Rivlin, Member

ISSUE DATE: February 25, 2026

DISSENTING OPINION OF MEMBER JENNIFER EPPS

I respectfully dissent from the majority’s decision to adopt the complete final offer of the Board of Education of Anne Arundel County (“BOE”).

The majority’s analysis expands PERB’s authority beyond the limits imposed by § 6-507(e) of the Education Article and alters the statutory model of final-offer arbitration enacted by the General Assembly.

This case does not present a failure of mediation. It presents disagreement with the mediator’s reasoning on a discrete issue. The statute does not authorize PERB to discard a mediator’s complete offer on that basis.

Statutory Structure and Limited Authority

Section 6-507(e)(11) strictly confines PERB’s authority. Once arbitration is invoked, PERB must adopt one complete package:

1. The employer’s final offer;
2. The employee organization’s final offer; or
3. The mediator’s complete offer of settlement.

We may not modify proposals. We may not construct a hybrid package. We may not redraft terms.

Final-offer arbitration is designed to constrain the deciding authority by forcing selection of an entire package, thereby discouraging tactical overreach and preserving the integrity of mediation. If PERB may reject a mediator's complete settlement because it would have assigned different weight to a single provision, the process ceases to function as final-offer arbitration and instead becomes de facto issue arbitration. Nothing in § 6-507(e) authorizes that transformation. The Legislature knew how to grant issue-by-issue discretion; it did not do so here.

The majority correctly notes that PERB must consider the statutory factors set forth in § 6-507(e)(9), including comparability and ability to pay. But consideration of those factors occurs within the bounded choice of complete packages. The statute does not authorize PERB to evaluate whether each component of the mediator's reasoning independently satisfies the Board's preferred analytical depth.

Article 13.1 (Holidays)

The majority rejects the mediator's offer principally because the mediator declined to recommend revision of Article 13.1.

The mediator's reasoning was straightforward: the existing language had already been interpreted in arbitration; that interpretation had been applied; and a related grievance was pending. The mediator declined to alter contractual language in a manner that would effectively relitigate an arbitration award within the impasse process.

That decision was not abdication. It was institutional restraint.

Impasse proceedings are not designed to serve as appellate review of arbitration decisions. Arbitrated interpretations are always subject to future bargaining. The BOE sought to renegotiate the issue and was unsuccessful at the table. That outcome reflects collective bargaining dynamics—not statutory defect.

Importantly, the financial impact cited by the majority does not arise from a newly created benefit, but from an arbitrator's interpretation of existing contract language. The Board's proposal seeks to prospectively alter that language. That effort is legitimate bargaining. But the mediator's decision not to intervene in an active interpretive dispute does not constitute abdication of statutory responsibility. It reflects recognition that impasse arbitration is not a mechanism for reversing grievance outcomes.

Even assuming *arguendo* that the mediator could have more fully articulated his analysis of Article 13.1 under the statutory factors, disagreement with reasoning does not equate to statutory noncompliance. Section 6-507(e) does not condition adoption of a mediator's complete offer upon perfection of explanation. The statute requires PERB to choose among complete packages, not to evaluate whether each component of the mediator's reasoning independently satisfies the Board's preferred analytical depth. To hold otherwise effectively creates a judicially manufactured "fatal flaw" exception that the Legislature did not enact.

Binding Arbitration

The mediator recommended adoption of the Union's proposal for final and binding arbitration of grievances while simultaneously incorporating the BOE's professional-interaction language.

That pairing reflects reciprocal exchange: professional-conduct language for neutral enforcement. The mediator's package demonstrates application of statutory criteria, including operational stability and labor peace.

The majority acknowledges that binding arbitration would be beneficial and states it would include such a provision if permitted to craft its own package. But the statute does not permit such reconstruction. That constraint weighs in favor of adopting the mediator's complete package, not against it.

The majority's rejection of the complete package while acknowledging the desirability of binding arbitration underscores that this decision rests not on statutory necessity, but on discretionary preference.

Legislative Design and Institutional Integrity

Section 6-507(e) establishes a sequenced framework: impasse determination, mediation, submission of complete final offers, and final-offer selection. Subsection (e)(11) is not a standalone grant of broad discretion; it is the final step in a structured model intended to produce decisive and durable resolution.

If mediator-issued settlements may be discarded whenever PERB disagrees with one component of the mediator's reasoning, mediation becomes advisory only. That interpretation weakens the incentive structure embedded in the statute and disrupts the balance the Legislature enacted.

By contrast, adopting the BOE's complete final offer overturns an arbitration interpretation through bargaining language;

- Eliminates neutral enforcement mechanisms;
- Incentivizes strategic impasse declarations; and
- Risks destabilizing labor-management relations.

Impasse procedures exist to promote disciplined finality—not unilateral recalibration of negotiated outcomes.

Proper Disposition

Our statutory choice is limited. We may not modify the mediator's offer. Nor may we craft a compromise of our own design.

Under § 6-507(e)(11), we must select one complete package.

We are not required to discard the mediator's offer simply because we disagree with one provision. The statute does not authorize PERB to evaluate whether the mediator's reasoning was flawless; it requires selection among complete packages based on the statutory criteria.

The mediator's settlement:

- Preserves statutory authority;
- Maintains internal equity among employee groups;
- Avoids creation of unfunded or speculative financial obligations;
- Protects operational continuity; and
- Stabilizes labor relations through balanced exchange and neutral enforcement.

The impasse statute was designed to produce disciplined finality through structured choice—not to authorize de novo policy recalibration by this Board. The mediator's complete offer represents a lawful, balanced resolution within that structure.

Because the majority substitutes its own issue-specific reweighing for the constrained selection model the Legislature enacted, I respectfully dissent.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jennifer Epps". The signature is fluid and cursive, with the first name being more prominent.

Jennifer Epps
Member, Maryland Public Employee Relations Board