

Maryland Public Employee Relations Board

45 Calvert Street, Room 102
Annapolis, MD 21401
(410) 260-7291



Wes Moore,
Governor

Membership

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In the Matter of:

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**Baltimore Teachers Union, AFT, Local 340,
AFL-CIO,**

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Charging Party,

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**PERB Case No.
ULP 2026-05**

v.

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Baltimore City Board of School Commissioners,

*

Respondent.

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DECISION AND ORDER

I. Procedural Background

On July 24, 2025, the Baltimore Teachers Union, AFT, Local 340, AFL-CIO (“BTU” or “Union”) filed an unfair labor practice charge with the Public Employee Relations Board (“PERB” or “the Board”) against the Baltimore City Board of School Commissioners (“BCBSC” or “City Schools”) involving Lily Negash, a BTU member and BCBSC employee assigned to Paul Laurence Dunbar High School. The charge arose after Ms. Negash, while serving as BTU Building Representative at Dunbar, sent a May 27, 2025 letter on behalf of Dunbar BTU members raising collective concerns about workplace conditions at the school. After that letter, counsel for Dunbar Principal Yetunde Reeves sent Ms. Negash a cease-and-desist letter threatening litigation. BCBSC submitted a response to the charge on August 20, 2025.

On October 15, 2025, the Board issued a Complaint and Notice of Hearing pursuant to State Government § 22-307. The Complaint alleged that probable cause existed to believe that BCBSC retaliated against Ms. Negash by submitting a cease-and-desist letter with a threat of litigation after she

engaged in protected concerted activity. The Complaint further alleged that the conduct could constitute interference, restraint, or coercion in violation of State Government § 22-206(a)(1).

After the Complaint was issued, the Union amended its charge to add allegations that BCBSC engaged in further retaliation against Ms. Negash. Those allegations arose from BCBSC's investigation of Ms. Negash's May 23, 2025 communication concerning a potential "All Staff Call Out," the subsequent *Loudermill*¹ process, and BCBSC's decision to involuntarily transfer Ms. Negash from Dunbar to other school locations. The Union alleged that the transfer was retaliatory and was intended to chill Ms. Negash's and other employees' exercise of rights protected by PERA.

The Board thereafter issued an amended Complaint addressing the additional transfer allegation. The amended Complaint found probable cause that BCBSC further retaliated against Ms. Negash by involuntarily transferring her job location after her engagement in protected concerted activity. Accordingly, the matter proceeded before the Board on two issues: the cease-and-desist letter and litigation threat, and Ms. Negash's involuntary transfer from Dunbar.

The parties filed motions for summary decision and responses. The Board decides this matter on the motions, responses, pleadings, and record evidence submitted by the parties.

This decision addresses only the allegations set forth in the complaints: first, whether BCBSC violated PERA by retaliating against Ms. Negash through the cease-and-desist letter and threat of litigation; and second, whether BCBSC violated PERA by involuntarily transferring Ms. Negash from Dunbar because of her protected concerted activity.

II. Factual Background

Lily Negash is a member of the BTU Teacher Chapter and has been employed by BCBSC since 2020. During the events at issue, Ms. Negash was assigned to Paul Laurence Dunbar High School as an Educational Associate. Principal Yetunde Reeves was Ms. Negash's supervisor at Dunbar. Beginning in May 2025, Ms. Negash also served as BTU's Building Representative at Dunbar. In that role, Ms. Negash organized and advocated on behalf of BTU members at Dunbar regarding wages, health and safety, and other working conditions.

On or about May 21, 2025, Principal Reeves informed Dunbar employees that a proposed change to the school's start time had been approved by BCBSC. Under the proposed schedule, the school day would begin at 9:00 a.m. and end at approximately 3:50 p.m. Neither Ms. Negash nor BTU had been consulted or afforded an opportunity to provide input before the change was announced. Employees raised concerns with Ms. Negash that the change would affect after-school activities, childcare responsibilities, and other working conditions. Employees were also concerned that Principal Reeves had continued to pursue a later start time after prior efforts to change the start time had been rejected, and that the renewed proposal had been advanced without employee or Union input.

¹ *Cleveland Board of Education v. Loudermill*, 470 US 532 (1985).

On May 22, 2025, Ms. Negash emailed Principal Reeves documenting employee concerns about the start-time issue. The following day, on May 23, 2025, Ms. Negash convened a meeting of bargaining unit employees at Dunbar to discuss the start-time issue and other workplace concerns. After that meeting, Ms. Negash began drafting a letter to Principal Reeves and BCBSC leadership to document the bargaining unit's concerns about the start-time issue and other outstanding matters affecting terms and conditions of employment at Dunbar.

On May 23, 2025, at 8:50 a.m., Ms. Negash emailed Dunbar staff with the subject line "Addressing Our Concerns: Next Steps." In that email, Ms. Negash thanked staff who attended the meeting "both in person and virtually," and summarized the discussion. She stated that BTU was investigating whether the 9:00 a.m. start time had been confirmed with the district. She wrote that if the start-time change had been confirmed, staff did not have "much recourse" aside from an administrative transfer. She also stated that Dr. Reeves had previously communicated that she wanted a later start time, that staff believed 8:15 a.m. or 8:30 a.m. had been under consideration, and that "9:00 am was never on the table." Ms. Negash further stated that Dr. Reeves' rationale appeared to be driven by attendance concerns and an effort to increase Dunbar's Maryland STAR rating.

In the same email, Ms. Negash wrote that her "suggestion at this time" was for staff to "send a message" that decisions affecting their daily lives should not be made without their input. She then asked staff to respond to a poll regarding whether they were willing to participate in an "All Staff Call Out" on Tuesday, May 27, 2025. Ms. Negash stated that the call-out would be effective only with participation from most staff, particularly most teachers, and that if there was not enough participation, staff would not participate. She also asked staff to complete a Google Form concerning a "Staff Needs Letter."

At 10:55 a.m. that same morning, Ms. Negash sent a follow-up email to staff. In that email, she stated that although the poll results were "overwhelmingly in support of a call-out," she had consulted with BTU and had been advised not to participate in a sick-out because it could be considered a strike. Ms. Negash then advised staff that BTU encouraged them to write a letter of concerns instead. She asked employees who had signed up to help draft the letter to stop by the Counseling Office, and stated that the letter would be signed "Dunbar High School BTU" to avoid using specific staff names.

No sick-out or call-out occurred. Ms. Negash withdrew the poll within approximately two hours after seeking guidance from BTU, and the employees instead proceeded with drafting a letter raising workplace concerns.

On May 27, 2025, Ms. Negash sent a letter to Dr. Eduardo Sindaco, BCBSC's Instructional Leadership Executive Director, with copies to Principal Reeves and BTU representatives. Although Principal Reeves had rescinded the start-time change that same day, Ms. Negash sent the letter because it addressed additional issues affecting employees at Dunbar.

The May 27 letter identified four main areas of concern: lack of collaboration and communication; inconsistent instructional and behavioral expectations; fiscal mismanagement and lack of budget transparency; and a corrosive staff culture. The letter described concerns about changing staff meeting times, lack of notice regarding final exams and field trips, exclusion of staff from budget discussions, shifting behavioral expectations, inconsistent implementation of student discipline practices,

unclear professional development priorities, lack of classroom resources, staff turnover, unclear staff roles, and reports that employees feared retaliation for raising concerns.

The letter also requested changes going forward, including more collaborative input from students, staff, and families regarding school start time; clearer and more consistent behavioral and instructional expectations; a more focused instructional direction; and a comprehensive review of Dunbar's leadership. The letter closed by stating that staff were proud to serve Dunbar's students and community, but believed the identified concerns were interfering with teaching, learning, work performance, and the school environment. It was signed by "Paul Laurence Dunbar High School BTU Members."

On June 23, 2025, Dr. Reeves' private attorney, Raymond J. Vanzego, Jr., sent Ms. Negash a letter titled "Notice of Intention to File Lawsuit and Litigation Hold Notice." In the letter, counsel stated that he had been retained by Dr. Reeves to represent her in a lawsuit she intended to file against Ms. Negash, through which Dr. Reeves would seek financial damages from Ms. Negash personally. The letter identified Dr. Reeves as the Principal of Paul Laurence Dunbar High School and stated that she intended to file a civil lawsuit against Ms. Negash for defamation, invasion of privacy, intentional interference with Dr. Reeves' employment relationship, fraudulent misrepresentation, and any other available legal claims based on public statements Ms. Negash had allegedly made against Dr. Reeves.

The June 23 letter further alleged that Ms. Negash's public statements were made with "malice and ill will," were false and defamatory, and placed Dr. Reeves in a negative light. It stated that Ms. Negash's actions had given Dr. Reeves "substantive grounds" to sue her and that Dr. Reeves intended to do so. The letter also directed Ms. Negash to preserve personal records, including emails, cellphones, text messages, instant messages, social media messages and posts, and documents and records in her custody or control at work and at home. The letter stated that failure to preserve records would result in Dr. Reeves seeking legal sanctions. Finally, the letter placed Ms. Negash on notice "to cease and desist" in her public communications about Dr. Reeves and instructed any counsel retained by Ms. Negash to contact Mr. Vanzego to discuss Dr. Reeves' claims.

On July 24, 2025, BTU and Ms. Negash filed the unfair labor practice charge in this matter. During its review of the charge, BCBSC discovered Ms. Negash's May 23, 2025 email concerning the proposed "All Staff Call Out." BCBSC states that it discovered the email on or around August 7, 2025, and that its counsel forwarded the email to BTU's counsel on August 11, 2025, before a scheduled settlement discussion.

BCBSC later asserted that it did not learn of Ms. Negash's 10:55 a.m. email withdrawing the poll until October 17, 2025, when BTU filed its amended charge. In the meantime, BCBSC took the position that the May 23 email raised potential misconduct because it concerned a possible sick-out or call-out.

On October 7, 2025, BCBSC notified Ms. Negash that it was investigating her for the purpose of imposing discipline and that a *Loudermill* hearing would be held on October 15, 2025. The notice identified the basis for the investigation as Ms. Negash's alleged "attempts to orchestrate a staff sick out contrary to State statute."

On October 15, 2025, BCBSC held the *Loudermill* hearing concerning Ms. Negash's May 23 email.

On December 1, 2025, Dr. Reeves' private attorney sent Ms. Negash a letter stating that Dr. Reeves no longer intended to file a civil lawsuit and instructed Ms. Negash to disregard the June 23 letter.

On December 5, 2025, BTU and BCBSC held their first bargaining session for a successor agreement. Ms. Negash attended as a member of BTU's Teacher Chapter bargaining committee. After that session, BTU leadership was informed that BCBSC would be transferring Ms. Negash to different schools.

On December 10, 2025, BCBSC sent Ms. Negash a Notice of Administrative Determination. The letter stated that the October 15, 2025 *Loudermill* hearing addressed charges of insubordination, willful neglect of duty, and misconduct relating to Ms. Negash's attempts to initiate an organized sick call-out/job action at Dunbar. The letter stated that, as BTU Building Representative, Ms. Negash knew or should have known that her actions violated State law prohibiting organized work actions.

The December 10 letter further stated that Ms. Negash sent an email the same day retracting the job action and acknowledging its illegality. After "careful deliberation," BCBSC determined that it would not recommend disciplinary action. However, the letter stated that Ms. Negash's decision to initiate the action was inappropriate and did not meet the standards of professional conduct expected of City Schools employees. The letter then recommended to the Chief Executive Officer that Ms. Negash be reassigned "at the earliest date" to another location under Education Article § 6-201. It stated that the recommendation was "not arbitrary" and was "in the best interest of all as we move forward."

On December 18, 2025, BCBSC notified Ms. Negash that, effective December 27, 2025, she would no longer report to Dunbar and would instead split her time between William S. Baer School and Claremont School. As of January 5, 2026, Ms. Negash was reassigned to split work between those two schools as a Guidance Counselor.

III. Positions of the Parties

A. Union

The Union contends that BCBSC violated PERA by retaliating against Ms. Negash after she engaged in protected concerted activity on behalf of Dunbar BTU members. The Union asserts that Ms. Negash, while serving as BTU Building Representative at Dunbar, assisted employees in raising collective workplace concerns regarding the proposed start-time change and other working conditions at the school. According to the Union, the May 27, 2025 letter was protected concerted activity because it was sent on behalf of Dunbar BTU members, addressed shared workplace concerns, and requested corrective action from BCBSC leadership.

The Union further contends that the June 23, 2025 cease-and-desist letter and threat of litigation constituted unlawful retaliation and interference under PERA. The Union argues that the letter threatened Ms. Negash with personal financial liability because of statements made in the course of protected

concerted activity, and that such a threat would reasonably chill Ms. Negash and other employees from exercising rights protected by PERA.

With respect to the transfer allegation, the Union contends that BCBSC further retaliated against Ms. Negash by involuntarily transferring her from Dunbar after she engaged in protected concerted activity and after the unfair labor practice charge was filed. The Union asserts that the transfer removed Ms. Negash from the worksite where she served as BTU Building Representative, where the protected activity occurred, and where she represented and organized employees. The Union argues that the transfer was intended to chill protected activity and therefore violated PERA.

B. BCBSC

BCBSC denies that it committed an unfair labor practice. With respect to the cease-and-desist letter, BCBSC asserts that the letter was sent by Principal Reeves' private attorney in her personal capacity and not by BCBSC. BCBSC contends that it did not direct, authorize, or issue the letter, and that the private litigation threat should not be attributed to BCBSC as employer.

With respect to the transfer, BCBSC contends that Ms. Negash was reassigned for legitimate administrative reasons under Education Article § 6-201. BCBSC asserts that the reassignment was not retaliatory, but was instead based on concerns arising from Ms. Negash's May 23 communication concerning a potential "All Staff Call Out, the need to address lingering workplace concerns, and the best interests of the school system. According to BCBSC, the transfer "mitigated the risk of lingering tension between Ms. Negash and Dr. Reeves, which gave rise to her initial charge and could further disrupt school operations." BCBSC maintains that the reassignment was within its statutory authority and did not violate PERA.

IV. Applicable Law

A. PERA's Protected Rights and Prohibited Practices

The Public Employee Relations Act ("PERA") governs this matter. BCBSC is a public employer subject to PERA because "public employer" includes a county board of education and the Baltimore City Board of School Commissioners. Md. Code, State Gov't § 22-101(i). BTU is the certified exclusive representative of certificated and non-certificated employees at Dunbar. Md. Code, State Gov't § 22-101(e).

PERA reflects the General Assembly's policy to encourage and protect public employees' exercise of full freedom of association, self-organization, and designation of representatives of their own choosing for the purpose of negotiating terms and conditions of employment or other mutual aid or protection. Md. Code, State Gov't § 22-102(a). The statute further provides that Maryland law governing the labor rights of public sector employees is intended to follow the rights of employees under the National Labor Relations Act ("NLRA"). Md. Code, State Gov't § 22-102(c). PERA also provides that decisions of the National Labor Relations Board ("NLRB") may be afforded persuasive weight in interpreting the statute. Md. Code, State Gov't § 22-103.

PERA provides that public employees have the right to “engage in concerted activities for the purposes of mutual aid or protection.” Md. Code, State Gov’t § 22-201(a)(1). Public employees also have the right to form, join, and participate in an employee organization, to be represented by an employee organization, and to be fairly represented by their exclusive representative in collective bargaining. Md. Code, State Gov’t § 22-201(b). An exclusive representative has the right to represent public employees in negotiations and in the settlement of grievances, and to communicate with employees concerning issues relevant to the administration and negotiation of an agreement. Md. Code, State Gov’t §§ 22-202, 22-207.

PERA protects those rights by prohibiting retaliation and unfair labor practices. Section 22-205(c) provides that a public employer may not “interfere with, intimidate, restrain, coerce, or discriminate against a public employee because the public employee exercises rights granted under this title.” Md. Code, State Gov’t § 22-205(c). Similarly, § 22-206(a)(1) provides that a public employer commits an unfair labor practice by “interfering with, restraining, or coercing employees in the exercise of their rights under this title.” Md. Code, State Gov’t § 22-206(a)(1). PERA further prohibits a public employer from discriminating in hiring, tenure, or any term or condition of employment to encourage or discourage membership in an employee organization, and from discharging or discriminating against an employee because the employee signed or filed an affidavit, petition, or complaint, or gave information or testimony in connection with matters under PERA. Md. Code, State Gov’t § 22-206(a)(4)-(5).

B. Standard for Summary Decision

The parties filed motions for summary decision and responses, and the Board resolves this matter on the motions, pleadings, and record evidence submitted by the parties. Summary decision is appropriate where there are no genuine disputes of material fact and the moving party is entitled to judgment as a matter of law. When the material facts are undisputed and the dispute concerns the legal significance of those facts, the Board may resolve the matter without a hearing. *Office 65 and Randy Walters, et al. v. State of Maryland*, SLRB Case No. 12-U-05 (Apr. 25, 2012); see also *Baltimore Teachers Union v. Baltimore City Board of School Commissioners*, PERB ULP 2025-41.

C. Analysis

1. The May 27 Letter Constituted Protected Concerted Activity

As a threshold matter, the Board finds that Ms. Negash’s May 27, 2025 letter constituted protected concerted activity under PERA. The letter was not a personal complaint made by Ms. Negash in her individual capacity. It was submitted on behalf of “Paul Laurence Dunbar High School BTU Members,” followed employee discussions concerning workplace concerns at Dunbar, and was directed to BCBSC leadership with copies to Principal Reeves and BTU representatives.

The substance of the letter further confirms its protected character. The letter identified four categories of collective concern: lack of collaboration and communication; inconsistent instructional and behavioral expectations; fiscal mismanagement and lack of budget transparency; and a corrosive staff culture. It described concerns regarding staff meeting times, lack of notice concerning final exams and field trips, exclusion of staff from budget discussions, shifting behavioral expectations, inconsistent

implementation of student discipline practices, professional development priorities, classroom resources, staff turnover, unclear staff roles, and reports that employees feared retaliation for raising concerns.

The letter also sought collective relief. It requested more collaborative input from students, staff, and families regarding school start time; clearer and more consistent behavioral and instructional expectations; a more focused instructional direction; and a comprehensive review of Dunbar's leadership. Those subjects concern terms and conditions of employment and matters of mutual aid or protection, including schedules, workplace expectations, resources, staffing, workplace culture, and employees' ability to raise concerns without fear of retaliation.

Under the totality of the circumstances, the May 27 letter was concerted activity protected by PERA. It was undertaken on behalf of bargaining unit employees, addressed shared workplace concerns, and sought corrective action from management. The Board therefore finds that Ms. Negash engaged in protected concerted activity when she assisted in preparing and sending the May 27 letter on behalf of Dunbar BTU members. See *M.V.M., Inc.*, 352 NLRB 1165 (2008) (finding that a union president engaged in protected concerted and union activity by drafting and sending a letter seeking assistance to improve employees' working conditions).

2.. The June 23 Cease-and-Desist Letter Constituted an Unfair Labor Practice

The Board next considers whether the June 23, 2025 cease-and-desist letter sent by Principal Reeves' private attorney constituted an unfair labor practice. The Board finds that it did.

The June 23 letter was sent less than one month after Ms. Negash sent the May 27 letter on behalf of Dunbar BTU members. It threatened Ms. Negash personally with civil litigation and financial damages based on alleged public statements concerning Principal Reeves. The threatened claims included defamation, invasion of privacy, intentional interference with Principal Reeves' employment relationship, fraudulent misrepresentation, and other available legal claims. The letter also directed Ms. Negash to preserve personal and work-related records, warned that failure to preserve records could result in sanctions, and instructed her to cease and desist from public communications about Principal Reeves.

The record establishes that the June 23 letter was directed at Ms. Negash's protected activity. The May 27 letter addressed workplace conditions at Dunbar and was sent on behalf of Dunbar BTU members. It raised concerns regarding schedules, staff meetings, behavioral expectations, professional development, budget transparency, staff turnover, staff culture, and employees' fear of retaliation. Those statements were made in the course of collective workplace advocacy protected by PERA.

The record does not establish a reasonable basis to treat the May 27 letter as unprotected defamatory conduct. The letter was directed to BCBSC leadership and addressed workplace concerns affecting bargaining unit employees. It requested corrective action from management. Nothing in the record establishes that Ms. Negash forfeited statutory protection by participating in that communication.

BCBSC's assertion that the June 23 letter was sent by Principal Reeves' private attorney does not alter the Board's conclusion. As principal of the school, Principal Reeves is without question an agent of BSBSC and BSBSC is prohibited from engaging in any unfair labor practices committed by its "officers,

employees, agents or representatives.” State Government Sec. 22-206. Further, Principal Reeves was Ms. Negash’s supervisor and the principal of the school where the protected activity occurred. The June 23 letter identified Principal Reeves in that role and threatened personal litigation against Ms. Negash based on statements concerning Principal Reeves’ leadership and workplace conditions at Dunbar. Under the totality of the circumstances, a reasonable employee would understand the letter as a threat of personal legal consequences for engaging in collective workplace advocacy.

Further, the letter had a reasonable tendency to interfere with, restrain, and coerce employees in the exercise of PERA rights. A threat of personal financial liability and legal sanctions against a BTU Building Representative following a collective letter concerning workplace conditions would reasonably deter employees from raising shared workplace concerns, signing or supporting group correspondence, communicating through their union, or pursuing protected concerted activity.

The subsequent withdrawal of the litigation threat does not cure the violation. Principal Reeves’ counsel did not withdraw the June 23 letter until December 1, 2025, when he advised Ms. Negash that Principal Reeves no longer intended to file a civil lawsuit and instructed her to disregard the earlier letter. By that time, the threat had remained outstanding for more than five months. The violation occurred when the baseless litigation threat was issued in response to protected concerted activity.

Further, the May 23 Call-Out proposal does not defeat the protected nature of the May 27 letter.

Although the May 23 proposal was not protected concerted activity², the undisputed record reflects that Ms. Negash withdrew the proposed call-out approximately two hours after sending the initial email. At 10:55 a.m. on May 23, 2025, she advised staff that, after consulting with BTU, they had been advised not to participate in a sick-out because it could be considered a strike. She further advised employees that BTU encouraged them to write a letter of concerns instead. No sick-out or call-out occurred.

After the May 23 proposal was withdrawn, Ms. Negash and other employees pursued a lawful form of collective action by preparing and submitting the May 27 letter raising shared workplace concerns

BCBSC’s own administrative determination recognized the mitigating significance of the withdrawal. In its December 10, 2025 Notice of Administrative Determination, BCBSC acknowledged that Ms. Negash sent an email the same day retracting the job action and acknowledging its illegality. After “careful deliberation,” BCBSC determined that it would not recommend disciplinary action.

Based on the foregoing, the Board finds that the June 23 cease-and-desist letter interfered with, restrained, and coerced Ms. Negash and other employees in the exercise of rights protected by PERA, in violation of State Government § 22-206(a)(1). The relevant inquiry is not whether the letter actually prevented Ms. Negash or other employees from engaging in protected activity, but whether, under the totality of the circumstances, it had a reasonable tendency to chill or intimidate employees in the exercise

² PERA prohibits public employees from engaging in a strike and prohibits employee organizations and their agents or representatives from inducing or encouraging any person to engage in a strike. Md. Code, State Gov’t Secs. 22-205 (b), 22-206(b)(3).

of protected rights. See *Equitable Gas Co. v. NLRB*, 966 F.2d 861 (4th Cir. 1992) (recognizing that threats of reprisal for protected activity violate § 8(a)(1) where the conduct reasonably tends to intimidate employees). That conclusion is further supported by NLRB precedent recognizing that litigation-related conduct may violate § 8(a)(1) when it has an illegal objective under federal labor law or reasonably tends to interfere with protected rights. See *Dilling Mechanical Contractors, Inc.*, 357 NLRB 544 (2011) (finding that litigation-related discovery requests seeking to identify employees who joined the union violated § 8(a)(1) because they had an illegal objective and reasonably tended to interfere with employees' protected rights).

3. The Involuntary Transfer Violated PERA

The remaining issue is whether BCBSC violated PERA by involuntarily transferring Ms. Negash from Dunbar. The Board finds that the transfer violated State Government § 22-206(a)(1).

PERB applies the NLRB's *Wright Line* framework to claims alleging discrimination or retaliation based on protected concerted activity. *Ellington v. Baltimore City Public Schools*, PERB ULP 2025-38 (2025); *Wright Line*, 251 NLRB 1083 (1980). In *Ellington*, PERB applied *Wright Line* to a claim alleging retaliation for protected concerted activity under PERA and explained that, under that framework, the charging party must establish: "(1) engagement in union or other protected concerted activity by the employee; (2) employer knowledge of that activity; and (3) animus toward the protected activity as well as a causal connection between the alleged discriminatory action and the protected activity." *Ellington*, PERB ULP 2025-38; see also *Wright Line*, 251 NLRB 1083 (1980); *Intertape Polymer Corp.*, 372 NLRB No. 133 (2023).

The *Wright Line* framework applies in cases where the challenged employer conduct turns on motive. Under that framework, the charging party must make a prima facie showing sufficient to support the inference that protected conduct was a motivating factor in the employer's decision. Once that showing is made, the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of the protected conduct. *Wright Line*, 251 NLRB 1083 (1980).

The Supreme Court approved that allocation of burdens in *NLRB v. Transportation Management Corp.*, 462 U.S. 393 (1983). In applying the framework in PERB proceedings, the charging party retains the burden of establishing the elements of the unfair labor practice, while the employer may avoid liability by proving, by a preponderance of the evidence, that it would have taken the same action for permissible reasons even if the employee had not engaged in protected activity.

Animus and causation may be inferred from direct or circumstantial evidence based on the record as a whole. In *Intertape Polymer Corp.*, the NLRB reaffirmed that circumstantial evidence of discriminatory motive may include the timing of the employer's action in relation to protected conduct, contemporaneous unfair labor practices, shifting, false, or exaggerated reasons offered for the action, failure to conduct a meaningful investigation, departures from past practice, disparate treatment, and reliance on pretextual reasons for the action. *Intertape Polymer Corp.*, 372 NLRB No. 133 (2023).

The employer does not satisfy its burden merely by showing that it had a legitimate reason for its action. Rather, it must demonstrate that it would have taken the same action even in the absence of the

protected conduct. *Intertape Polymer Corp.*, 372 NLRB No. 133 (2023). Where the employer's asserted reason is found to be pretextual, the inference of unlawful motivation remains intact and is reinforced by the employer's proffered explanation. *Id.*

This standard applies in mixed-motive cases. Protected activity need not be the sole cause of the challenged conduct. The question is whether protected activity was a motivating factor in the employer's action and, if so, whether the employer has established that it would have taken the same action even absent the protected activity. *Wright Line*, 251 NLRB 1083 (1980); *Transportation Management*, 462 U.S. 393 (1983); *Intertape Polymer Corp.*, 372 NLRB No. 133 (2023).

The record satisfies the elements of the *Wright Line* framework. First, as explained above, Ms. Negash engaged in protected concerted activity when she assisted Dunbar employees in preparing and submitting the May 27 letter. She also participated in the filing of the unfair labor practice charge and later attended the December 5, 2025 bargaining session as a member of BTU's Teacher Chapter bargaining committee.

Second, BCBSC had knowledge of that activity. The May 27 letter was sent to Dr. Eduardo Sindaco, BCBSC's Instructional Leadership Executive Director, with copies to Principal Reeves and BTU representatives. BCBSC also received and responded to the unfair labor practice charge, investigated Ms. Negash's May 23 email, conducted the *Loudermill* process, and was aware of Ms. Negash's role in the events underlying the charge.

Third, the record supports a finding that protected activity was a motivating factor in the transfer. The sequence of events is significant. Ms. Negash sent the May 27 collective letter. Principal Reeves' counsel sent the June 23 litigation threat. BTU and Ms. Negash filed the unfair labor practice charge. BCBSC investigated Ms. Negash's withdrawn May 23 call-out proposal. BCBSC held a *Loudermill* hearing on October 15. BCBSC then determined that discipline was not warranted, but nevertheless recommended that Ms. Negash be reassigned from Dunbar.

The December 10, 2025 Notice of Administrative Determination is particularly probative. BCBSC acknowledged that Ms. Negash retracted the proposed job action the same day and acknowledged its illegality. BCBSC then determined, after "careful deliberation," that it would not recommend disciplinary action. Notwithstanding that determination, BCBSC recommended that Ms. Negash be reassigned "at the earliest date" to another location under Education Article § 6-201.

The effect of the transfer further supports the Board's conclusion. Ms. Negash was the BTU Building Representative at Dunbar. The reassignment removed her from the worksite where she had organized employees, communicated with employees about shared workplace concerns, assisted in preparing the May 27 letter, and participated in the filing of the unfair labor practice charge. By reassigning her to split time between William S. Baer School and Claremont School, BCBSC removed her from the employees with whom she had engaged in protected concerted activity and from the location where the protected activity occurred.

Nor has BCBSC established that it would have transferred Ms. Negash absent the protected activity. BCBSC determined that it would not impose discipline for the May 23 email, yet still

recommended reassignment from Dunbar. To the extent BCBSC relied on “lingering tension” between Ms. Negash and Principal Reeves “which could further disrupt school operations,” that tension arose from the same course of events in which Principal Reeves’ attorney threatened Ms. Negash with personal litigation after she engaged in protected activity. BCBSC may not rely on the consequences of an unlawful response to protected activity as justification for removing the employee who engaged in that activity.

The Board therefore finds that BCBSC’s involuntary transfer of Ms. Negash interfered with, restrained, and coerced employees in the exercise of rights protected by PERA. The transfer was connected to Ms. Negash’s protected concerted activity, was not shown to have occurred for reasons independent of that activity, and impeded her ability to continue exercising those rights at Dunbar. Accordingly, BCBSC violated State Government § 22-206(a)(1).

D. Conclusions of Law

1. BCBSC is a public employer subject to the Public Employee Relations Act.
2. BTU is the certified exclusive representative of certificated and non-certificated employees at Dunbar.
3. Ms. Negash engaged in protected concerted activity under State Government § 22-201(a)(1) when she assisted in preparing and sending the May 27, 2025 letter on behalf of Dunbar BTU members raising collective workplace concerns.
4. The June 23, 2025 cease-and-desist letter and threat of litigation interfered with, restrained, and coerced Ms. Negash and other employees in the exercise of rights protected by PERA, in violation of State Government § 22-206(a)(1).
5. BCBSC’s involuntary transfer of Ms. Negash from Dunbar interfered with, restrained, and coerced employees in the exercise of rights protected by PERA, in violation of State Government § 22-206(a)(1).
6. Summary decision is appropriate because there are no genuine disputes of material fact necessary to resolve the allegations before the Board, and the matter may be resolved as a matter of law.

E. Order

For the reasons stated above, it is this 3rd day of June, 2026, by the Maryland Public Employee Relations Board, hereby:

ORDERED, that the Union’s Motion for Summary Decision is GRANTED; and it is further

ORDERED, that BCBSC’s Motion for Summary Decision is DENIED; and it is further

ORDERED, that BCBSC shall cease and desist from interfering with, restraining, or coercing employees in the exercise of rights protected by PERA; and it is further.

ORDERED, that BCBSC shall cease and desist from retaliating against employees because they engage in protected concerted activity, file or participate in unfair labor practice proceedings, or act through their employee organization; and it is further

ORDERED, that BCBSC shall not give effect to, rely upon, or use the June 23, 2025 cease-and-desist letter and threat of litigation against Ms. Negash or any other employee; and it is further

ORDERED, that BCBSC shall rescind Ms. Negash's involuntary transfer from Dunbar and restore her to her prior assignment at Dunbar, unless Ms. Negash declines reinstatement to that location; and it is further

ORDERED, that BCBSC shall make Ms. Negash whole for any loss of pay, benefits, seniority, leave, or other terms and conditions of employment resulting from the unlawful transfer, including any additional expenses or losses caused by the reassignment, with interest as required by law; and it is further

ORDERED, that BCBSC shall remove from Ms. Negash's personnel file and any other employment records any reference to the involuntary transfer found unlawful in this decision; and it is further

ORDERED, that BCBSC shall notify Ms. Negash in writing that the unlawful transfer has been rescinded, that any reference to the transfer has been removed from her personnel records, and that the transfer will not be used against her in any way; and it is further

ORDERED, that within fourteen (14) days of service of this Order by the Board, BCBSC shall post at its facilities copies of the attached Notice marked "Appendix." Copies of the Notice, on forms provided by the Board and after being signed by BCBSC's authorized representative, shall be posted by BCBSC and maintained for sixty (60) consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Notice shall be distributed electronically, such as by email, posting on an intranet or internet site, and/or other electronic means, if BCBSC customarily communicates with employees by such means. Reasonable steps shall be taken by BCBSC to ensure that the Notices are not altered, defaced, or covered by any other material; and it is further

ORDERED, that within fourteen (14) days after completing the actions required by this Order, BCBSC shall notify the Board in writing of the steps it has taken to comply.

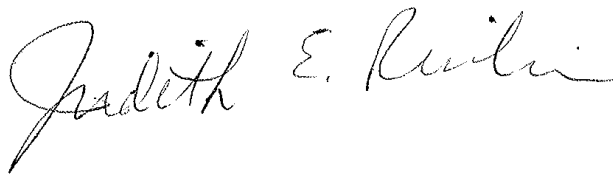
BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS BOARD:



Lafe E. Solomon, Chair



Harriet E. Cooperman, Member



Judith E. Rivlin, Member



Jennifer Epps, Member

Annapolis, MD

Issue Date: June 3, 2026

APPEAL RIGHTS

Any party aggrieved by this action of the PERB may seek judicial review in accordance with Title 10, Subtitle 2 of the State Government Article, Annotated Code of Maryland, § 10-222 (Administrative Procedure Act—Contested Cases) and Maryland Rules, Title 7, Chapter 200 (Judicial Review of Administrative Agency Decisions).

APPENDIX

**NOTICE TO EMPLOYEES
OF BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS**

**POSTED BY ORDER OF THE PUBLIC EMPLOYEE RELATIONS
BOARD**

An Agency of Maryland State Government

The Public Employee Relations Board has found that we violated state labor law and has ordered us to post and obey this notice.

STATE LAW, SPECIFICALLY THE PUBLIC EMPLOYEE RELATIONS ACT, MD. CODE ANN., STATE GOV'T § 22-101 – 601, GIVES YOU THE RIGHT TO:

- Form, join or assist a union;
- Choose representatives to bargain with us on your behalf;
- Act together with other employees for your mutual aid, benefit, or protection; and
- Choose not to engage in any of these protected activities.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed to you by §22-201 of the Public Employee Relations Act.

WE WILL NOT retaliate against employees due to their engagement in protected concerted activities.

WE WILL NOT give effect to, rely upon, or use the cease-and-desist letter with a threat of litigation made against Lily Negash in retaliation for her engagement in protected concerted activity.

WE WILL rescind the involuntary transfer made against Ms. Negash in retaliation for her engagement in protected concerted activities and restore her to her previous assignment.

WE WILL make whole Ms. Negash for any lost pay, benefits, seniority, leave, or other terms and conditions of employment resulting from the involuntary transfer made in retaliation for her engagement in protected concerted activities.

WE WILL remove from the personnel file any reference to the involuntary transfer made against Ms. Negash in retaliation for her engagement in protected concerted activities.

WE WILL notify Ms. Negash that the transfer has been rescinded, that any reference to the transfer has been removed from her personnel file, and that the transfer will not be used against her in any way.

BY BALTIMORE CITY BOARD OF SCHOOL COMMISSIONERS:

Dated: _____ By: _____

This is an official notice and must not be defaced by anyone. This Notice will remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. If you believe your rights under the Public Employee Relations Act have been violated, you should contact the Public Employee Relations Board: laborboard.maryland.gov