

**April 23, 2025**

**INTEREST ARBITRATION AWARD**

**New Haven Board of Education  
-and-  
AFSCME Council 4, Local 3429**

**CASE # 2023-MBA-313**

**Gerald T. Weiner, Esquire, Panel Chair  
John M. Romanow, Esquire, Management Panel Member  
Troy Raccuia, Labor Panel Member**

**Representatives of the Parties:  
Certified Return Receipt Requested**

**Thomas B. Mooney, Esquire and Natalia Sieira Millan, Esquire  
Shipman & Goodwin LLP**

**Christopher J. Sugar, Esquire  
Staff Representative Attorney**

**STATE OF CONNECTICUT  
DEPARTMENT OF LABOR  
STATE BOARD OF MEDIATION AND ARBITRATION**

**AWARD**

<b>In the Matter of</b>	:	<b>APRIL 23, 2025</b>
	:	
<b>NEW HAVEN BOARD OF EDUCATION:</b>	:	<b>Case No. 2023-MBA-313</b>
	:	<b>Paraprofessionals</b>
	:	
<b>AND</b>	:	
	:	
<b>AFSCME COUNCIL 4, LOCAL 3429</b>	:	
	:	

**INTEREST ARBITRATION AWARD**

The Arbitration Panel having been duly appointed in accordance with Section 7-473c of the Connecticut General Statutes, as amended, submits this Arbitration Award as required by the aforementioned statute.

**ARBITRATION PANEL**

**Gerald T. Weiner, Esquire, Panel Chair**  
**John M. Romanow, Esquire, Employer Panel Member**  
**Troy Raccuia, Labor Panel Member**

**APPEARANCES**

**Thomas B. Mooney, Esquire**  
**Natalia Sieira Millan, Esquire**  
**Shipman & Goodwin LLP**  
**1 Constitution Plaza**  
**Hartford, Ct 06103**

**Christopher J. Sugar, Esquire**  
**Staff Representative and Attorney**  
**AFSCME Co. 4**  
**444 East Main Street**  
**New Britain, CT 06051**

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## **I. INTRODUCTION**

This interest arbitration proceeding is between the New Haven Board of Education ("Board") and AFSCME Council 4, Local 3429 ("Union"). The Board and Union negotiated for a successor-Collective Bargaining Agreement ("CBA") for the four-year period July 1, 2023 through June 30, 2027. The parties participated in lengthy negotiations in order to arrive at an agreement on the disputed issues. A comprehensive settlement was reached by the Union and Board on July 25, 2023 during mediation which resulted in a tentative agreement (Union Ex. 1). On or about October 19, 2024 the Union presented the tentative agreement to its membership that was rejected by a vote of 40 in favor and 103 against.

During negotiations and the mediation sessions the Board and Union worked closely with each in order to come to an agreement on a complicated and detailed structure on the issues of salary. The agreement between the negotiators on salary was rejected by the unit members with all other terms set forth in the tentative agreement.

## **II. THE PROCEEDINGS**

The negotiations for a successor agreement began in January 2023 (Board, Ex. 12). The parties then met in February 2023 and again in March 2023. The parties met with the State-appointed mediator in June 2023 and agreed to ground rules which governed the negotiations and mediation sessions. The Union and Board met in negotiations on July 5 and July 13 and then proceeded to mediation on July 17. The parties had another mediation session

on July 25, 2023 and reached a comprehensive tentative agreement at that time. The tentative agreement was rejected by the Union membership on October 19, 2023 and the Union notified the Board of the rejection in an email from the Union Representative/Attorney (Jt. Ex. 2).

These arbitration proceedings were initiated pursuant to the Municipal Employees Relations Act ("MERA"), Connecticut General Statutes Section 7-767 et. seq. The parties designated the members of the Panel: Attorney Gerald T. Weiner, Chair; Attorney John Romanow, Employer Panel Member; and Troy Raccuia, Union Panel Member.

The Panel assumed jurisdiction of this matter and the parties stipulated to a modification of the arbitration procedures and timelines set forth in MERA, Connecticut General Statutes Section 7-473c(d)(Jt. Ex. 1).

The Panel held an initial hearing (bump and run) on January 22, 2024 which was administrative in nature. The Panel held evidentiary hearings on April 2, 2024, May 1, 2024, June 6, 2024, September 10, 2024 and September 24, 2024. The Arbitration Statement was provided to the parties on September 30, 2024 and the Union and Board submitted Last Best Offers ("LBOs") on October 30, 2024. Briefs were submitted on January 15, 2025 with Reply Briefs filed on February 26, 2025.

During the evidentiary hearings the parties were provided with a full opportunity to introduce evidence, examine and cross-examine witnesses and to make argument in support of their respective positions.

The Panel met in Executive Session to deliberate on the disputed issues on March 26, 2025. This Award follows the thoughtful deliberations of the Panel after a review of the entire record including all evidence, testimony and argument by the parties whether or not specifically referenced herein.

The Panel has considered all the statutory factors, and all relevant factors were applied and considered on the disputed issues. All evidence was considered to have applied to all issues, notwithstanding that it may not have been specifically discussed in the analysis and discussion of a particular issue.

## **II. STATUTORY FACTORS**

Subsection (c)(2) of Section 7-473(c) of the Connecticut General Statutes sets forth factors to be considered by the Arbitration Panel in selecting between the parties' LBOs on the issues in dispute. That subsection provides in pertinent part as follows:

"In arriving at a decision, the Arbitration Panel shall give priority to the public interest and the financial capability of the municipal employer, including consideration of other demands on the financial capability of the municipal employer. The Panel shall further consider the following factors in light of such financial capability: (A) the negotiations between the parties prior to arbitration; (B) the interests and welfare of the employee group; (C) changes in the cost of living; (D) the existing conditions of employment of the employee group and those of similar groups; and (E) the wages, salaries, fringe benefits, and other conditions of employment prevailing in the labor market, including developments in private sector wages and benefits."

In its decision on each of the issues, the Panel has given priority to the public interest and the financial capability of the municipal employer and has considered the other statutory criteria in the light of the financial capability and public interest. The decision on each issue reflects consideration of all criteria but in each case all the statutory criteria were considered. The Panel has

carefully reviewed the LBOs of each party as required and has selected either the LBO of the Board or the LBO of the Union on each disputed issue.

### III. LIST OF ISSUES IN DISPUTE

ISSUE	ARTICLE, SECTION	DISPUTED MATTER	PROPONENT
1	9, 1(i) (NEW)	SICK BANK	UNION
2	15, 2	RETROACTIVITY	BOARD OF EDUCATION
3	15, 2 APPENDIX A	BARGAINING UNIT WAGES 2023-2024	UNION
4	15, 2 APPENDIX A	BARGAINING UNIT WAGES 2024-25	UNION
5	15, 2 APPENDIX A	BARGAINING UNIT WAGES 2025-26	UNION
6	15, 2 APPENDIX A	BARGAINING UNIT WAGES 2026-27	UNION
7	15, 3	EXTRA DUTY PAY	UNION
8	15, 5	SUBSTITUTE PAY	UNION
9	16, 1	INSURANCE EMPLOYEE COST SHARING	BOARD OF EDUCATION
10	22, 3 (NEW)	LABOR/MGMT MEETING	UNION

### IV. FINDINGS OF FACT AND DISCUSSION

The following findings and discussion are relevant to the Panel's decision on the disputed issues:

#### **A. FINANCIAL CAPABILITY AND THE PUBLIC INTEREST**

The Statute requires the Panel to give priority to the public interest and the financial capability of the municipal employer, including consideration of other demands on the financial capability of the municipal employer. These two

primary factors as well as the five subordinate factors do not stand in isolation. Each of the factors overlap to some extent. Although MERA does not define what "public interest" or "financial capability" mean in interest arbitration, such terms of art are flexible concepts that "are based upon the uniqueness of each particular municipality". City of Meriden, 2014-MBA-400, page 6 (2015).

The bargaining unit in this proceeding consists of paraprofessionals who serve as assistants to teachers in the New Haven Public Schools. Additionally, some paraprofessionals serve as substitute teachers from time to time. According to the testimony of several paraprofessionals before the Panel, it is difficult for them to maintain adequate lifestyles due to low wages. Paraprofessionals often work multiple minimum wage jobs and raise children as single parents at the same time. Housing, healthcare and childcare in particular are challenging for bargaining unit members to afford (Union Binder, Tab 3, page 17). These individuals perform important work in supporting the critical goal of quality education for the children in the New Haven Public Schools and adequate wages are certainly in the public interest. The Panel has considered the importance of providing a livable wage to unit members in light of the statutory factors and the public interest is to appropriately compensate the hard working and dedicated individuals. The public interest of providing a livable wage salary needs to be balanced with the cost to the City and its financial capability/ability to pay. The public interest requires that the City remain financially stable in order to meet current and future economic contingencies while also ensuring that these



unit members who provide an important role in the education of New Haven's children receive fair and just wages.

Both parties in this proceeding have provided voluminous documentation on the City's fiscal capability. Each party presented compelling witnesses on the City's ability to pay. All of this information has been carefully reviewed by the Panel with regard to the issues in dispute and the statutory factors.

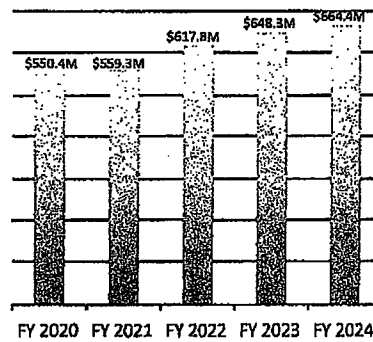
The Union argues that the City has experienced significant increases in revenue, an increased bond rating and a positive outlook from its leaders that more than support the paraprofessional wages requested in its LBO and those raises are consistent with the City's financial capability (Union Brief, pg. 4). The Union points to the testimony of its financial expert, Juan Romero ("Romero") who stated that the City is definitely trending up. (Tr. Vo. 4, pg. 23-25).

The Union points to the Chart below which demonstrates the upward trend in City revenues, FY 2020-2024 (Union Ex. 4, pg. 5). In FY 2020 total General Fund revenues were \$550.4 m while those revenues increased to \$664.4 m in FY 2024, an increase of 20.7%.

## General Fund Revenues on Upward Trend FY 2020 – FY 2024

- Total general fund revenues increased 20.7% (\$114.0M)
- Notable growth in several major revenue sources, including:
  - 15.8% (\$44.6M) in total property taxes
    - Real estate +18.3% (\$42.2M)
    - Delinquent taxes +74.8% (\$2.7M)
  - 86.8% (\$59.0M) in non-education state aid, which includes the new tiered PILOT
  - 135.5% (\$2.5M) in investment income
  - 69.1% (\$10.6M) in miscellaneous and other revenues, which includes voluntary payments from Yale University

Total General Fund Revenues



The Union also argues that not only has the City seen an increase in revenues but also experienced an increase in its property tax collection, an indication that the City is doing well financially and its citizens are also doing well and able to absorb an increase in taxes (Union Brief, pg. 8). The Union's financial expert (Romero) testified the City overall has experienced a healthy growth in property values and taxes. Romero went on to testify that collection rates for real estate taxes are in the range of 97.61 percent to 99 percent during the period reviewed (Tr. Vol. 4, pg. 12-13). In addition to the growth in taxes, PILOTS (payment in lieu of taxes) has grown thereby generating more revenue for the City (Union Ex. 4, pg. 15). The Union also points to the prudent

management by the City plus greater revenues resulting in a strong ability to pay for the financial proposals sought by the Union.

As expected, the City has a different view of the City's financial capability. The City argues that the low relative wealth of the City is an especially important factor in determining the outcome of these proceedings. New Haven is the second to last in New Haven County in various measures of wealth (Board Binder, Ex. 1, Tab 3), including Per Capita Income, Median Household Income, Adjusted Equalized Grand List Per Capita in 2023-2024. In spite of the lower personal wealth of its inhabitants, the Equalized Mill Rate in New Haven in 2023-2024 was in the top third of Towns in New Haven County (Board Brief, pg. 4).

The City's Chief Financial Officer, Linda Hannans, presented credible and compelling testimony to the Panel describing the shortfall in recent years between the amounts of money requested by the Board for operations and the shortfall it experienced in the following years:

YEAR	SHORTFALL
2022-2023	\$ 4,800,000
2023-2024	\$ 3,808,147
2024-2025	\$11,812,334

At the time of Ms. Hannans' testimony, the Board was anticipating a deficit for the current (2024-2025) fiscal year of \$2,377,378 (9/24/24 Tr. Pg. 91).

The Board asserts that the Educational Cost Sharing Grant from the State of Connecticut in the amount of \$142,509,525 has not increased since 2021-2022. That amount was 57.8% of the Board's revenue in 2021-2022, but only 52% of revenue in 2024-2025 (Bd. Ex. 14, pg. 4). As a result of the stagnant

state funding, the local share of the Board's revenue increased from \$48,209,172 in 2021-2022 to \$65,724,259 in 2024-2025, an increase for the taxpayers of \$17,545,087, a 36% increase in these three years (Bd. Ex. 14, pg. 4).

The Board concludes its argument on financial capability/ability to pay in its brief by arguing that while the City's current administration has improve its financial management in recent years, the tax burden on the residents of New Haven has dramatically increased in the last two years. There is, according to the Board, no justification to award the Union's LBOs on salary that would divert district resources to paraeducators and away from other district needs.

The Panel finds that after a careful review of the testimony and documentary evidence submitted by the parties, the statutory factor of financial capability/public interest favors the Board.

#### **B. HISTORY OF NEGOTIATIONS BETWEEN THE PARTIES**

The Union, in its Brief at page 14, notes that negotiations between the parties were good and productive as those efforts resulted in a tentative agreement. In addition, the Union states that the parties were able to work together to come up with just ten (10) Issues that must be decided by the Panel and those negotiations were fruitful and favor neither party.

On the other hand, the Board argues that this statutory factor is highly significant and favors the Board. The bargaining history of the negotiations (Jt. Ex. 2) shows that the parties successfully worked out a complicated settlement on wages over the four years of the contract and were able to arrive at the tentative agreement and there is no justification to undo that work and simply

increase the settlement on salary as the Union proposes in its LBOs on issues 3, 4, 5 and 6. The testimony of the Board's Chief Representative during negotiations (Attorney Natalie Sieiro Millan), together with her notes (Bd. Ex. 12) outline the bargaining history that, according to the Board, is persuasive. The Panel finds that the evidence demonstrates that negotiations were comprehensive, detailed and complex, especially with regard to salary issues. The Union, according to the Board, was an active participant in resolving the key issues on salary. The parties needed to be creative in resolving the salary issues and thereby "created sort of a different allocation to the salary schedule" (Millan testimony, 9/24/24, Tr. At 21-22).

The Panel cannot ignore the substantial efforts by both parties to reach the tentative agreement while considering all of the statutory factors established in the statute.

As a result of the extensive and productive bargaining between the parties that led to a comprehensive tentative agreement, this statutory factor favors the Board.

### **C. CHANGES IN THE COST OF LIVING**

The Panel, under the statutory factors, needs to consider changes in the cost of living especially when evaluating economic issues. The Panel acknowledges that the cost of living has gone up since the last contract between the parties was entered into. The Union points to the increase in social security payments during three successive years of 17.8% (2022- 5.9%; 2023-8.7%| 2024-3.2%). These figures were not disputed by the Board. The Union further

reports that the average rent in New Haven is \$1,750.00 that is well above what the average member of the bargaining unit takes home. Additionally, the cost of living in Connecticut is 13% higher than the Nation (Union Binder, tab A).

The Board argues that this statutory factor must be considered in conjunction with other statutory factors such as existing conditions of employment of the employee group and salaries and other conditions of employment prevailing in other labor markets.

The Board urges the Panel to consider that New Haven is second only to Waterbury in having the lowest measured wealth in New Haven County in Per Capita Income and Median Household Income, and ranks 161 out of 169 Connecticut towns in AENGLC, the third lowest in New Haven County (Board Rely Brief, pg. 5-6).

The parties have presented the Panel with extensive information on this statutory factor that has been reviewed and considered in arriving at its Award on each disputed issue. This statutory factor favors neither party.

#### **D. EXISTING CONDITIONS OF THE EMPLOYEE GROUP AND SIMILAR GROUPS**

The Panel has reviewed the Collective Bargaining Agreements offered by the Union of various City and Board of Education employees including police, firefighters, teachers and administrators. The Union argues that this bargaining unit is paid much less than its Board of Education counterparts and only school crossing guards make less money as City employees than this bargaining unit.

Board Exhibit 17 reflects that Board of Education settlements under MERA over an eighteen month period ending September 19, 2024 were under 3% in

each year of the proposed new contract. The Board points out that the parties to these dozens of settlements arrived at their settlements with the same cost of living changes. The Board also points out that the settlement in the tentative agreement averages 3.75% per year, which is higher than the MERA settlements.

This statutory factor, based on the evidence presented by the parties, including the MERA settlements, favors the Board.

**E. SALARIES, FRINGE BENEFITS AND OTHER CONDITIONS PREVAILING IN THE STATE LABOR MARKET**

The Union has offered in its Brief at page 17-20 a comprehensive chart consisting of a summary of contracts from various bargaining units throughout the state. The Union points out that "this bargaining unit appears to fall within the middle in terms of wages."

The Panel has reviewed the documents, testimony and information provided on this statutory factor. This statutory factor does not favor either party.

**V. LAST BEST OFFERS – DISCUSSION AND AWARD**

Following is a further discussion of the statutory factors, the Last Best Offers of the parties, and the Panel's Award on each disputed issue.

Before we discuss the substantive matters related to each disputed issue, the Panel offers a few words about the tentative agreement. It is often argued that a Panel should defer any Award to the negotiating committees and Award a tentative agreement as it was agreed to since the tentative agreement is the best outcome negotiated by the bargaining committee. The argument is that a negotiated agreement by definition is the best mutually beneficial outcome as

negotiated by informed and trusted (by the respective party) representatives. However, to simply adopt the tentative agreement in its entirety would be to deny any collective entity the ability to have a say on their contract. On the other hand to disregard the weight of a tentative agreement would negate bargaining history and the element of reaching a mutually beneficial outcome. This Panel will adhere to the requirements of the statute by applying all the pertinent statutory factors in their analysis of the issues with the bargaining history being one weighted element of the analysis.

## **VI. DISCUSSIONS OF THE LAST BEST OFFERS AND AWARD ON EACH DISPUTED ISSUE**

### **Issue #1 – Sick Bank (New Language, Union Proposal)**

#### **ARTICLE, SECTION 9.1(i) NEW**

##### **Union's LBO on Issue 1**

**Sick Bank:** Any sick days earned beyond the maximum accumulation, or otherwise unused by an employee at the time of his or her separation from the employer will be placed in a sick bank for use by any bargaining unit member who has exhausted his or her own accrued leave.

The Union will administer said Sick Bank and will receive a monthly balance of the time available in the bank by email to the President of the Union and a representative of AFSCME Council 4.

Any member may donate unused sick time at anytime.

##### **Board's LBO on Issue 1**

No such provision.



## **ISSUE 1 – DISCUSSION AND AWARD**

The Panel must consider all statutory factors in making its determination on which Last Best Offer to Award. The statutory factors have been carefully reviewed by the Panel in relation to the issues presented.

Issue 1 concerns new language proposed by the Union and it should be noted that there is nothing offered by the Union in this proceeding which demonstrates any estimate of costs to the Board if the Panel adopts the Union's LBO on this issue. Moreover, there is no limit in the number of sick days that the Union could give to its members from the Sick Bank that, of course, results in no limit to the costs associated with this obligation. Although the proposed new language states: "the Union will administer said Sick Bank", there are no guidelines in the Union's LBO as to how the program would be administered by the Union.

The Union's argument that there already exists language in prior contracts referencing members donating to a Sick Bank but the Sick Bank was never established to be unpersuasive. The new language proposed by the Union does not meet the statutory factors:

### **AWARD – ISSUE #1**

Giving priority to the financial capability of the municipal employer and the public interest and considering all other statutory factors the Panel awards the **LAST BEST OFFER OF THE BOARD ON ISSUE #1.**

**The Labor Arbitrator DISSENTS for all the same reasons and by application of the same statutory provisions cited above.**  
**The Employer Arbitrator CONCURS for all the same reasons and by application of the same statutory provisions cited above.**

## **Issue #2 – RETROACTIVITY (BOARD PROPOSAL)**

### **ARTICLE, SECTION 15.2**

#### **Union's LBO on Issue #2**

##### **Retroactivity**

The changes in all rates set forth below and in Appendix A shall be effective upon issuance of the award in Case No. 2023-MBA-313 for the period of July 1, 2023 through June 30, 2027 and shall be retroactive to July 1, 2023 and each subsequent and applicable contract year.

#### **Board's LBO on Issue #2**

The changes in wage rates set forth below shall be effective upon the issuance of the Arbitration Award to create the successor collective bargaining agreement for the period July 1, 2023 through June 30, 2027 and there shall be no retroactive wage payments.

#### **Issue #2 - Discussion and Award**

This issue deals with whether wages in issues #3, 4, 5 and 6 shall be retroactive to July 1, 2023 as the Union's LBO on this issue 2 seeks or should the wages on issues 3, 4, 5 and 6 be effective on the date of this Award with no retroactivity as the Board's LBO provides.

The Panel cannot ignore the fact that the Board initially agreed to retroactivity of wages in the tentative agreement. The Board, however, argues that the tentative agreement was achieved in July 2023, shortly after the expiration of the collective bargaining agreement thereby resulting in a relatively short period of retroactive payments assuming the tentative agreement was

approved and became the successor-contract. The Board now contends that due to the rejection of the tentative agreement by the Union in October 2023, the retroactive period becomes much longer (i.e. over a year later) The Board argues the Board's fiscal position has worsened (Board Ex. 13, 14, 15 and 16) and it has incurred tens of thousands of dollars in expenses for this proceeding.

The Union argues the statutory factors require an award of the Union's LBO on this issue. The Union asserts that the Board has not presented evidence to show that it is unable to pay the retroactive wages that it originally agreed to and there was no evidence presented showing that not paying retroactive wages satisfies the statutory factors.

While it is true that neither presented any evidence about the cost of retroactive wages the Panel has considered all the statutory factors in relation to this issue and finds that those factors favor the Union. The fact that retroactivity was agreed to by the Board in the tentative agreement is persuasive to the Panel and the rejection of the tentative agreement by the Union should not, on this issue, avoid the retroactivity of wages.

#### **AWARD – ISSUE #2**

Giving priority to the financial capability of the municipal employer and the public interest and considering all other statutory factors, the Panel awards the

#### **LAST BEST OFFER OF THE UNION ON ISSUE #2**

**The Labor Arbitrator CONCURS for all the same reasons and by application of the same statutory provisions cited above.**

**The Employer Arbitrator DISSENTS for all the same reasons and by application of the same statutory provisions cited above.**

**ISSUE #3-BARGAINING UNIT WAGES-2023-2024 (UNION PROPOSAL)**

**ARTICLE, SECTION 15.2, APPENDIX A**

**UNION'S LBO ON ISSUE #3**

**NEW HAVEN LOCAL 3429 OF COUNCIL 4, AFL-CIO  
LAST BEST OFFER ON ISSUE NO.: 3**

- Each employee not at the maximum step for their Group shall advance one step each year of the contract and made retroactive to July 1, 2023.
- \$2,000 to be paid annually in one lump sum to members at max step. Payment of this money shall be payable within the first pay period of each school year and made retroactive to July 1, 2023.
- \$2,000 to be paid annually in one lump sum to members off the schedule who have been red circled. Payment of this money shall be payable within the first pay period of each school year and made retroactive to July 1, 2023.

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**Appendix A:**

**Paraprofessional Salary Schedules**

<b>Group I Assistant Teacher (10 Month) – Position Titles</b>		
Assistant Teacher	Outreach Worker	Project Concern
Busing Assistant Handicapped – (1/2 time)	Parent Advisor	Psychological Assistant
Community Relations Worker	Parent School Liaison Assistant	Resource Service
Community Work Assistant	Physically Handicapped	School Safety & Control Worker
Home Visitor	Pre-Kindergarten	Social Services Assistant
Learning Laboratory	Pre-School Handicapped	Special Assistant to Project Concern
Library	Pre-School Hearing Impaired	Teacher/Instructional
Monitorial	Pre-School Work Assistant	

<b>Step</b>	<b>2023-24</b>
<u>1</u>	<u>\$23,524</u>
<u>2</u>	<u>\$24,921</u>
<u>3</u>	<u>\$26,318</u>
<u>4</u>	<u>\$27,714</u>
<u>5</u>	<u>\$29,111</u>
<u>6</u>	<u>\$30,508</u>

<b>Group II Parent Liaison (10 Month) - Position Titles</b>		
Attendance Worker	Parent Coordinator	Student Retention Specialist

Curriculum Assistant	Parent Liaison Worker	Unit Assistant
Family Advocate	Reach Associates	

<u>2023-24</u>
<u>\$36,344</u>

Group III Head Start Teacher (10 Month)		
Head Start Teacher	Head Teacher/Early Learn. Ctr	Head Teacher School Readiness

<u>2023-24</u>
<u>\$41,030</u>
<u>\$43,165</u>
<u>\$45,300</u>

	<u>2023-24</u>
<u>L. Patton</u>	<u>\$35,356</u>
<u>M. Fletcher, E. Green, L. Tucker, A. Stanley, M. Twitty</u>	<u>\$36,667</u>
<u>E. Baez, E. Gambardella, V. Hamilton, G. Mcclase, N. Robinson</u>	<u>\$37,959</u>

## **BOARD'S LBO ON ISSUE 3**

**NEW HAVEN BOARD OF EDUCATION  
LAST BEST OFFER ON ISSUE 3  
(WAGES FOR BARGAINING UNIT MEMBERS 2023-2024)**

**Section 15.2:**

**Year 1 (2023-2024)**

- Add 2 Steps to Group I and smooth back and 1 Step to Group III.
- Step movement to individuals not already at the maximum step for their group.
- \$2,000 off the schedule to individuals at max step to be paid in one lump sum in June of 2024 provided they are employed by the Board as of June 1, 2024.
- \$2,000 off the schedule for individuals who have been red circled to be paid in one lump sum in June of 2024 provided they are employed by the Board as of June 1, 2024.

\* \* \*

**Appendix A:**

**Paraprofessional Salary Schedules**

<b>Group I Assistant Teacher (10 Month) – Position Titles</b>		
Assistant Teacher	Outreach Worker	Project Concern
Busing Assistant Handicapped – (1/2 time)	Parent Advisor	Psychological Assistant
Community Relations Worker	Parent School Liaison Assistant	Resource Service
Community Work Assistant	Physically Handicapped	School Safety & Control Worker
Home Visitor	Pre-Kindergarten	Social Services Assistant
Learning Laboratory	Pre-School Handicapped	Special Assistant to Project Concern
Library	Pre-School Hearing Impaired	Teacher/Instructional
Monitorial	Pre-School Work Assistant	

<b>Step</b>	<b>2023-24</b>
1	\$23,524
2	\$24,921
3	\$26,318
4	\$27,714
5	\$29,111
6	\$30,508



<b>Group II Parent Liaison (10 Month) - Position Titles</b>		
Attendance Worker	Parent Coordinator	Student Retention Specialist
Curriculum Assistant	Parent Liaison Worker	Unit Assistant
Family Advocate	Reach Associates	
<b>Salary Rates</b>	<b>2023-24</b>	
	\$36,344	

<b>Group III Head Start Teacher (10 Month)</b>		
Head Start Teacher	Head Teacher/Early Learn. Ctr	Head Teacher School Readiness

<b>Step</b>	<b>2023-24</b>
1	\$41,030
2	\$43,165
3	\$45,300
4	

**RED CIRCLE POSITIONS**  
(Employees red-circled as of 1-1-17)

	<b>2023-24</b>
L. Patton	\$35,564
M. Fletcher, L. Tucker, A. Stanley, M. Twitty	\$36,667
E. Baez, E. Gambardella, V. Hamilton, G. McCleese, N. Robinson	\$37,959

**ISSUE #4 – BARGAINING UNIT WAGES 2024-2025, (UNION PROPOSAL)**

**ARTICLE SECTION 15.2, APPENDIX A**

**UNION'S LBO ON ISSUE 4**

**NEW HAVEN LOCAL 3429 OF COUNCIL 4, AFL-CIO  
LAST BEST OFFER ON ISSUE NO.: 4**

- Each employee not at the maximum step for their Group shall advance one step each year of the contract and made retroactive to July 1, 2024.
- \$2,000 off the schedule to individuals at max step. Payment of this money shall be payable within the first pay period of each school year and made retroactive to July 1, 2024..
- \$2,000 off the schedule for individuals who have been red circled. Payment of this money shall be payable within the first pay period of each school year and made retroactive to July 1, 2024.

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<b>Group I Assistant Teacher (10 Month) – Position Titles</b>		
Assistant Teacher	Outreach Worker	Project Concern
Busing Assistant Handicapped – (1/2 time)	Parent Advisor	Psychological Assistant
Community Relations Worker	Parent School Liaison Assistant	Resource Service
Community Work Assistant	Physically Handicapped	School Safety & Control Worker
Home Visitor	Pre-Kindergarten	Social Services Assistant
Learning Laboratory	Pre-School Handicapped	Special Assistant to Project Concern
Library	Pre-School Hearing Impaired	Teacher/Instructional
Monitorial	Pre-School Work Assistant	

<b>Step</b>	<b>2024-25</b>
<u>1</u>	<u>\$23,524</u>
<u>2</u>	<u>\$24,815</u>
<u>3</u>	<u>\$26,106</u>
<u>4</u>	<u>\$27,397</u>
<u>5</u>	<u>\$28,688</u>
<u>6</u>	<u>\$29,980</u>
<u>7</u>	<u>\$31,271</u>

<b>Group II Parent Liaison (10 Month) - Position Titles</b>		
Attendance Worker	Parent Coordinator	Student Retention Specialist
Curriculum Assistant	Parent Liaison Worker	Unit Assistant
Family Advocate	Reach Associates	

	<u>2024-25</u>
<u>Salary Rates</u>	<u>\$36,344</u>

<u>Group III Head Start Teacher (10 Month)</u>		
<u>Head Start Teacher</u>	<u>Head Teacher/Early Learn. Ctr</u>	<u>Head Teacher School Readiness</u>

<u>Step</u>	<u>2024-25</u>
<u>1</u>	<u>\$41,030</u>
<u>2</u>	<u>\$42,831</u>
<u>3</u>	<u>\$44,632</u>
<u>4</u>	<u>\$46,433</u>

	<u>2024-25</u>
<u>L. Patton</u>	<u>\$35,356</u>
<u>M. Fletcher, E. Green, L. Tucker, A. Stanley, M. Twitty</u>	<u>\$36,667</u>
<u>E. Baez, E. Gambardella, V. Hamilton, G. Mccllease, N. Robinson</u>	<u>\$37,959</u>

## **BOARD'S LBO ON ISSUE #4**

**NEW HAVEN BOARD OF EDUCATION  
LAST BEST OFFER ON ISSUE 4  
(WAGES FOR BARGAINING UNIT MEMBERS 2024-25)**

**Section 15.2:**

**Year 2 (July 1, 2024 to June 30, 2025)**

- New Max Groups I & III (2.5% GWI Increase) and smooth back
- Step movement to individuals not already at the maximum step for their group.
- \$2,000 off the schedule to individuals at max step to be paid in one lump sum in June of 2025 provided they are employed by the Board as of June 1, 2025.
- \$2,000 off the schedule for individuals who have been red circled to be paid in one lump sum in June of 2025 provided they are employed by the Board as of June 1, 2025.

\* \* \*

**Appendix A:**

**Paraprofessional Salary Schedules**

<b>Group I Assistant Teacher (10 Month) – Position Titles</b>		
Assistant Teacher	Outreach Worker	Project Concern
Busing Assistant Handicapped – (1/2 time)	Parent Advisor	Psychological Assistant
Community Relations Worker	Parent School Liaison Assistant	Resource Service
Community Work Assistant	Physically Handicapped	School Safety & Control Worker
Home Visitor	Pre-Kindergarten	Social Services Assistant
Learning Laboratory	Pre-School Handicapped	Special Assistant to Project Concern
Library	Pre-School Hearing Impaired	Teacher/Instructional
Monitorial	Pre-School Work Assistant	

<b>Step</b>	<b>2024-25</b>
1	\$23,524
2	\$24,815
3	\$26,106
4	\$27,397
5	\$28,688
6	\$29,980
7	\$31,271

<b>Group II Parent Liaison (10 Month) - Position Titles</b>		
Attendance Worker	Parent Coordinator	Student Retention Specialist
Curriculum Assistant	Parent Liaison Worker	Unit Assistant
Family Advocate	Reach Associates	

	<b>2024-25</b>
<b>Salary Rates</b>	<b>\$36,344</b>

<b>Group III Head Start Teacher (10 Month)</b>		
Head Start Teacher	Head Teacher/Early Learn. Ctr	Head Teacher School Readiness

<b>Step</b>	<b>2024-25</b>
1	\$41,030
2	\$42,831
3	\$44,632
4	\$46,433

**RED CIRCLE POSITIONS**  
(Employees red-circled as of 1-1-17)

	<b>2024-25</b>
L. Patton	\$35,564
M. Fletcher, L. Tucker, A. Stanley, M. Twitty	\$36,667
E. Baez, E. Gambardella, V. Hamilton, G. McCleese, N. Robinson	\$37,959

**ISSUE #5 – BARGAINING UNIT WAGS – 2025-2026 – (UNION PROPOSAL)**

**ARTICLE SECTION 15.2, APPENDIX A**

**UNION'S LBO ON ISSUE #5**



**NEW HAVEN LOCAL 3429 OF COUNCIL 4, AFL-CIO  
LAST BEST OFFER ON ISSUE NO.: 5**

- Each employee not at the maximum step for their Group shall advance one step.
- \$2,000 off the schedule to individuals at max step. Payment of this money shall be payable within the first pay period of each school year.
- \$2,000 off the schedule for individuals who have been red circled. Payment of this money shall be payable within the first pay period of each school year.

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<b>Group I Assistant Teacher (10 Month) - Position Titles</b>		
Assistant Teacher	Outreach Worker	Project Concern
Busing Assistant Handicapped - (1/2 time)	Parent Advisor	Psychological Assistant
Community Relations Worker	Parent School Liaison Assistant	Resource Service
Community Work Assistant	Physically Handicapped	School Safety & Control Worker
Home Visitor	Pre-Kindergarten	Social Services Assistant
Learning Laboratory	Pre-School Handicapped	Special Assistant to Project Concern
Library	Pre-School Hearing Impaired	Teacher/Instructional
Monitorial	Pre-School Work Assistant	

<b>Step</b>	<b>2025-26</b>
<u>1</u>	<u>\$23,397</u>
<u>2</u>	<u>\$24,926</u>
<u>3</u>	<u>\$26,926</u>
<u>4</u>	<u>\$28,496</u>
<u>5</u>	<u>\$30,343</u>
<u>6</u>	<u>\$32,343</u>
<u>7</u>	<u>\$34,343</u>
<u>8</u>	<u>\$36,343</u>

<b>Group II Parent Liaison (10 Month) - Position Titles</b>		
Attendance Worker	Parent Coordinator	Student Retention Specialist
Curriculum Assistant	Parent Liaison Worker	Unit Assistant
Family Advocate	Reach Associates	

	<b>2025-26</b>
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<b>Salary Rates</b>	<b>\$40,344</b>
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<b>Group III Head Start Teacher (10 Month)</b>		
<b>Head Start Teacher</b>	<b>Head Teacher/Early Learn. Ctr</b>	<b>Head Teacher School Readiness</b>

<b>Step</b>	<b>2025-26</b>
<u>1</u>	<u>\$41,030</u>
<u>2</u>	<u>\$43,831</u>
<u>3</u>	<u>\$45,632</u>
<u>4</u>	<u>\$47,433</u>
<u>5</u>	<u>\$49,000</u>

	<b>2025-26</b>
<u>L. Patton</u>	<u>\$39,356</u>
<u>M. Fletcher, E. Green, L. Tucker, A. Stanley, M. Twitty</u>	<u>\$39,667</u>
<u>E. Baez, E. Gambardella, V. Hamilton, G. Mclease, N. Robinson</u>	<u>\$39,667</u>

## **BOARD'S LBO ON ISSUE #5**

**NEW HAVEN BOARD OF EDUCATION  
LAST BEST OFFER ON ISSUE 5  
WAGES FOR BARGAINING UNIT MEMBERS 2025-26**

Section 15.2:

Year 3 (July 1, 2025 to June 30, 2026)

- Step movement to individuals not already at the maximum step for their group.
- \$2,000 off the schedule to individuals at max step to be paid in one lump sum in June of 2026 provided they are employed by the Board as of June 1, 2026.
- \$2,000 off the schedule for individuals who have been red circled to be paid in one lump sum in June of 2026 provided they are employed by the Board as of June 1, 2026.

\* \* \*

Appendix A:

<b>Group I Assistant Teacher (10 Month) – Position Titles</b>		
Assistant Teacher	Outreach Worker	Project Concern
Busing Assistant Handicapped – (1/2 time)	Parent Advisor	Psychological Assistant
Community Relations Worker	Parent School Liaison Assistant	Resource Service
Community Work Assistant	Physically Handicapped	School Safety & Control Worker
Home Visitor	Pre-Kindergarten	Social Services Assistant
Learning Laboratory	Pre-School Handicapped	Special Assistant to Project Concern
Library	Pre-School Hearing Impaired	Teacher/Instructional
Monitorial	Pre-School Work Assistant	

Step	2025-26
1	\$23,524
2	\$24,815
3	\$26,106
4	\$27,397
5	\$28,688
6	\$29,980
7	\$31,271

Group II Parent Liaison (10 Month) - Position Titles		
Attendance Worker	Parent Coordinator	Student Retention Specialist
Curriculum Assistant	Parent Liaison Worker	Unit Assistant
Family Advocate	Reach Associates	

	2025-26
Salary Rates	\$36,344

Group III Head Start Teacher (10 Month)		
Head Start Teacher	Head Teacher/Early Learn. Ctr	Head Teacher School Readiness

Step	2025-26
1	\$41,030
2	\$42,831
3	\$44,632
4	\$46,433

**RED CIRCLE POSITIONS**  
(Employees red-circled as of 1-1-17)

	2025-26
L. Patton	\$35,564
M. Fletcher, L. Tucker, A. Stanley, M. Twitty	\$36,667
E. Baez, E. Gambardella, V. Hamilton, G. McCleave, N. Robinson	\$37,959

**ISSUE #6 – BARGAINING UNIT WAGES – 2026-2027 –(UNION PROPOSAL)**

**ARTICLE SECTION 15.2 APPENDIX A**

**UNION'S LBO ON ISSUE 6**

**NEW HAVEN LOCAL 3429 OF COUNCIL 4, AFL-CIO  
LAST BEST OFFER ON ISSUE NO.: 6**

- Each employee not at the maximum step for their Group shall advance one step.
- \$2,000 off the schedule to individuals at max step . Payment of this money shall be payable within the first pay period of each school year.
- \$2,000 off the schedule for individuals who have been red circled. Payment of this money shall be payable within the first pay period of each school year.

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<b>Group I Assistant Teacher (10 Month) - Position Titles</b>		
Assistant Teacher	Outreach Worker	Project Concern
Busing Assistant Handicapped - (1/2 time)	Parent Advisor	Psychological Assistant
Community Relations Worker	Parent School Liaison Assistant	Resource Service
Community Work Assistant	Physically Handicapped	School Safety & Control Worker
Home Visitor	Pre-Kindergarten	Social Services Assistant
Learning Laboratory	Pre-School Handicapped	Special Assistant to Project Concern
Library	Pre-School Hearing Impaired	Teacher/Instructional
Monitorial	Pre-School Work Assistant	

<b>Step</b>	<b>2026-27</b>
<u>1</u>	<u>\$23,397</u>
<u>2</u>	<u>\$24,926</u>
<u>3</u>	<u>\$26,926</u>
<u>4</u>	<u>\$28,496</u>
<u>5</u>	<u>\$30,343</u>
<u>6</u>	<u>\$32,343</u>
<u>7</u>	<u>\$34,343</u>
<u>8</u>	<u>36,393</u>
<u>9</u>	<u>38,343</u>

<b>Group II Parent Liaison (10 Month) - Position Titles</b>		
Attendance Worker	Parent Coordinator	Student Retention Specialist
Curriculum Assistant	Parent Liaison Worker	Unit Assistant
Family Advocate	Reach Associates	

	<u>2026-27</u>
<u>Salary Rates</u>	<u>\$42,344</u>

<u>Group III Head Start Teacher (10 Month)</u>		
<u>Head Start Teacher</u>	<u>Head Teacher/Early Learn. Ctr</u>	<u>Head Teacher School Readiness</u>

<u>Step</u>	<u>2026-27</u>
<u>1</u>	<u>\$41,030</u>
<u>2</u>	<u>\$43,831</u>
<u>3</u>	<u>\$45,632</u>
<u>4</u>	<u>\$47,433</u>
<u>5</u>	<u>\$49,000</u>
<u>6</u>	<u>\$51,000</u>

	<u>2026-27</u>
<u>L. Patton</u>	<u>\$41,356</u>
<u>M. Fletcher, E. Green, L. Tucker, A. Stanley, M. Twitty</u>	<u>\$41,667</u>
<u>E. Baez, E. Gambardella, V. Hamilton, G. Mcclase, N. Robinson</u>	<u>\$41,667</u>



## **BOARD'S LBO ON ISSUE 6**

**NEW HAVEN BOARD OF EDUCATION  
LAST BEST OFFER ON ISSUE 6  
(WAGES FOR BARGAINING UNIT MEMBERS 2026-27)**

Section 15.2:

Year 4 (July 1, 2026 to June 30, 2027)

- Step movement to individuals not already at the maximum step for their group.
- \$2,000 off the schedule to individuals at max step to be paid in one lump sum in June of 2027 provided they are employed by the Board as of June 1, 2027.
- \$2,000 off the schedule for individuals who have been red circled to be paid in one lump sum in June of 2027 provided they are employed by the Board as of June 1, 2027.

\* \* \*

Appendix A:

<b>Group I Assistant Teacher (10 Month) – Position Titles</b>		
Assistant Teacher	Outreach Worker	Project Concern
Busing Assistant Handicapped – (1/2 time)	Parent Advisor	Psychological Assistant
Community Relations Worker	Parent School Liaison Assistant	Resource Service
Community Work Assistant	Physically Handicapped	School Safety & Control Worker
Home Visitor	Pre-Kindergarten	Social Services Assistant
Learning Laboratory	Pre-School Handicapped	Special Assistant to Project Concern
Library	Pre-School Hearing Impaired	Teacher/Instructional
Monitorial	Pre-School Work Assistant	

<b>Step</b>	<b>2026-27</b>
1	\$23,524
2	\$24,815
3	\$26,106
4	\$27,397
5	\$28,688
6	\$29,980
7	\$31,271

<b>Group II Parent Liaison (10 Month) - Position Titles</b>		
Attendance Worker	Parent Coordinator	Student Retention Specialist
Curriculum Assistant	Parent Liaison Worker	Unit Assistant
Family Advocate	Reach Associates	

	<b>2026-27</b>
<b>Salary Rates</b>	<b>\$36,344</b>

<b>Group III Head Start Teacher (10 Month)</b>		
Head Start Teacher	Head Teacher/Early Learn. Ctr	Head Teacher School Readiness

<b>Step</b>	<b>2026-27</b>
1	\$41,030
2	\$42,831
3	\$44,632
4	\$46,433

**RED CIRCLE POSITIONS**  
(Employees red-circled as of 1-1-17)

	<b>2026-27</b>
L. Patton	\$35,564
M. Fletcher, , L. Tucker, A. Stanley, M. Twitty	\$36,667
E. Baez, E. Gambardella, V. Hamilton, G. McCleave, N. Robinson	\$37,959

### **Issues 3, 4, 5 and 6, Discussion and Award**

Issues 3 through 6 all concern wages for the four (4) years of the contract. Since wages for all four (4) years are interrelated with each other all four (4) issues will be discussed together.

The Board's argument on wages over the duration of the contract focuses on bargaining history. The Board contends that the tentative agreement that is identical to the Board's LBOs on salary for the four (4) years, is complex because of the competing positions of different classifications as identified by the Union. The Board relies on the testimony of Attorney Natalia Seira Millan who was the chief spokesperson for the Board during negotiations. Board Exhibit 12, according to the Board, is an outline of the bargaining history prepared by Attorney Millan and describes the primary importance that the salary issues had for both parties. Attorney Millan describes how the parties focused on salary for the first three (3) hours of the second mediation session on July 25, 2023 that resulted in the parties arriving at a complicated resolution of the wage issues. The Board points to Attorney Millan's testimony before the Panel wherein she stated in part:

"The salary structure currently in the Collective Bargaining Agreement did not really lend itself to giving them a lot of money, so we had to be creative in terms of how we allocated the money. And so in order to be able to maximize the amount of money we had available to us as an overall pot and to give individuals the maximum amount we could, we created sort of a different allocation to the salary schedule (9/24/24, Tr. 21-22). The Board's LBOs on the four (4) salary

issues are identical to the salary provisions in the tentative agreement. The Board argues that the settlement in the tentative agreement is higher than the average settlements under MERA even though the City of New Haven confronts profound financial challenges. The Board's projected cost of the settlement in the tentative agreement (and its LBOs) is 15.03% over four (4) years as follows:

2023-2024 - 5.30%  
2024-2025 - 3.38%  
2025-2026 - 3.23%  
2026-2027 - 3.13%  
Four (4) year total 15.03%

The Board asserts that by contract, average MERA settlements (excluding step movement) for non-certified bargaining units of Boards of Education for the same period were:

2023-2024 - 2.75%  
2024-2025 - 2.74%  
2025-2026 - 2.72%  
2026-2027 - 2.78%  
Four (4) year total 10.99%

The Board argues that while the Union's LBOs on issue 3 and 4 are the same as the cost parameters on issues 3 and 4 in the tentative agreement, the Union's LBOs on issues 5 and 6 are very different than the tentative agreement and at a considerably higher cost than the tentative agreement. The Board also points to another element of the tentative agreement that provided for off-scale payments of \$2,000 paid at the end of the year. As described by Attorney Millan in her testimony "we had some concerns about individuals leaving before reaching that time and so we agreed collectively, the parties agreed that it would be a good incentive to maintain people here for the rest of the year" (9/24/24 Tr. 22-23).

This reasoning resulted in the tentative agreement providing for the \$2,000 payment at the end of the year. The Board contends that the Union has reneged on this agreement and the Union's LBOs provide the off-scale payments would be made in the first pay period each year eliminating the incentive element that was part and parcel of the intent set forth in the tentative agreement.

The Board notes that the aforementioned changes by the Union on issues 3 and 4 are significant but the changes in the Union's LBOs on issues 5 and 6 are "shocking". The Board, in its brief, pages 17-19 describes the many changes from the tentative agreement in the Union's LBOs on issues 5 and 6. In summary, the four (4) year total of the Board's LBOs on issues 3, 4, 5 and 6 is \$1,845,293 and the four (4) year total of the Union's LBOs on those same issues would be \$3,019,479, an increase of 24.72% and a dollar difference of \$1,174,186. The Board has attached to its brief an appendix that confirms these calculations on salary (The Board's Appendix relies on the bargaining unit data in evidence).

The Board emphasizes that the salary issues 3, 4, 5, and 6 are so interrelated that it would be illogical to award different LBOs on salary to different parties in different years. The argument made by the Board is that the carefully crafted tentative agreement (reflected in the Board's LBOs on issues 3, 4, 5 and 6) are integrated and should be awarded together.

The Union points out that for issues 3 and 4 on wages offered by both the Union and Board in their LBOs are identical with only a "slight variance". The Union further asserts that for issues 5 and 6 the Union seeks a "bump" in pay

while the Board's LBOs are the same as the amounts agreed to in the tentative agreement. The Union requests that its LBOs be awarded on issues 3, 4, 5, and 6 as wages for members of this bargaining unit are of paramount importance.

The Union argues that the City is trending upwards in all factors relevant to revenue. The Union specifically points to increasing revenues, budget surpluses and bond ratings upgrade. Accordingly, the Union contends that creditors are starting to see New Haven as a good investment as was set forth in the bond rating upgrade (Union Ex. 4, pg. 25).

The Union notes another positive sign for the City is the general fund posted operating surpluses in each of the last four (4) years totaling a combined \$25.9 million (Union Ex. 4). According to the Union, this money just sits in an account that could be used to fund salaries and reinvesting in employees who work for the future of New Haven. The Union argues that notwithstanding these positive trends the City continues to stay flat on funding its schools, particularly the wages of its employees. As a result, the members of the bargaining unit are struggling to survive and make ends meet without working multiple jobs. The Union points to the testimony of its President Williams: "A lot of members are on public assistance because that's the only supplement they can find to sustain themselves" (Tr. Vol. 2.61:22-25, 62:1). The Union further contends assuming arguendo, that a wage increase would be unjust to taxpayers, would ignore the reality that Connecticut taxpayers are further subsidizing the Board of Education by providing assistance to give members money needed for them to live instead

of the Board of Education ensuring a livable wage for its employees (Union Brief, pg.38)

The Union points to the testimony of various Union members who said that paraeducators are struggling to make ends meet at their current wages and the Board's proposed wages are inadequate to meet their needs. The evidence shows, according to the Union, the City could provide funds for education and support wages rather than grow their rainy day fund and keep school funding flat. The Union refers to the Social Security Administration giving COLA adjustments over 17%, and this employee group is one of the lowest paid within the City and Board of Education.

The Union's LBO seeks to have the \$2,000.00 payment made at the beginning of the year, while the Board's LBO is asking for payment at the end of the year. The Union argues the Board has not justified why members should

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wait until the end of the year (i.e. June) for payment. No other bargaining unit groups in the City and Board of Education have their wages withheld until the completion of an entire year.

This award previously reviewed all statutory criteria applicable to the Panel's decision on the disputed issues. The statutory factors have been carefully reviewed by the Panel in relation to issues 3, 4, 5 and 6 and all of those statutory factors have been considered by the Panel in arriving at an award on these issues. The Panel has further considered the testimonial and documentary evidence presented in this proceeding as it relates to each disputed issue and statutory criteria.



As a preliminary matter the Panel concludes and agrees with the Board that the salary LBOs are so interrelated that it would be illogical to award different LBOs on salary to different parties in different years. The carefully designed structure for wages in each contract year during negotiations is integrated and should be awarded together. It should be noted that the Union has not expressed disagreement (in argument, its Brief and Reply Brief) with the Board's position.

The Panel finds that the bargaining history is a key element in resolving the wage issues 3, 4, 5 and 6. The bargaining between the parties resulted in a detailed, comprehensive and creative formula establishing the agreement on wages. The Board's chief negotiating spokesperson (Attorney Millan) testified about the circumstances leading to the agreement on wages that occurred during negotiations. The parties held twelve (12) negotiating/mediation sessions between January 25, 2023 and July 25, 2023 (Board Ex. 12). The parties reached a tentative agreement on July 25, 2023 at 12:30 a.m. and the tentative agreement was rejected by the Union on October 19, 2023.

Issue #3 (Wages for 2023-2024) and issue #4 (Wages for 2024-2025) are identical in both the Union and Board LBOs. The only variance between the two LBOs is the Union's LBO on issues 3 and 4 seeks a \$2,000.00 payment for members at the top step to be paid when the individual starts the first day of school while the Board's LBO requires payment at the end of the year.

The Board's LBOs on these four issues mirror the tentative agreement. The Panel recognizes that the Board's LBO on issues 3, 4, 5, and 6 are higher

than the average settlements under MERA. The projected costs of the Board's LBOs on Issues 3, 4, 5 and 6 is \$15.03% over four years while the average MERA settlements (excluding step movements) for non-certified bargaining units of Boards of Education for the same period were 10.99% (Board Ex. 17).

In summary, the four (4) year total cost of the Board's LBOs on issues 3, 4, 5 and 6 is \$1,845,293 and the four (4) year total cost of the Union's LBOs is \$3,019,479 an increase of 24.72% and a dollar amount increase of \$1,174,186. While the Board's LBOs on salary is not as generous as the Union's proposal, the Board's LBOs are appropriate in view of the statutory factors and higher than the average settlements under MERA.

The Panel is mindful of the financial challenges facing the City of New Haven and the Board. The City relies heavily on intergovernmental revenues (Bd. Ex. 1, Tab 3) and the educational cost-sharing grant from the State in the amount of \$142,509,525 has not increased since 2021-2022. This amount was 57.8% of the Board's revenue in 2021-2022 but only 52% of the Board's revenue in 2024-2025 (Bd. Ex.4, pg. 4). Consequently, the local share of the Board's revenue has increased from \$48,209,172 in 2021-2022 to \$65,754,259 in 2024-2025, an increase burden on local taxpayers of \$17,545,087, a 36% increase in these three years (Bd. Ex. 14, pg. 4).

The Panel is mindful of the compelling testimony offered by Union witnesses describing the difficulty bargaining unit members have trying to make ends meet on their salaries as well as the high costs associated with living in the City of New Haven. Their testimony was credible, impactful and appropriate.

However, the Panel's decision in this proceeding must consider and evaluate the statutory factors in 7-473c(d)(9). The Panel has reviewed those factors as well as the testimony and exhibits presented at the hearing in relation to each and every disputed issue in this matter and concludes the statutory factors favor the Board's LBOs on all the salary issues. Based on that review and the bargaining history between the parties that was thorough, extensive and persuasive the Panel finds in favor of the Board's LBOs on issues 3, 4, 5 and 6.

#### **AWARD ON ISSUES 3, 4, 5 AND 6**

After careful study of the record in its entirety, including all evidence and argument submitted by the parties in light of the statutory criteria set forth in Section 7-473(c)(d)(9) of the Connecticut General Statutes, the Arbitration Panel accepts the Last Best Offer of the Board on Issues 3, 4, 5 and 6.

#### **AWARD-ISSUE #3**

Giving priority to the financial capability of the municipal employer and the public interest and considering all other statutory factors, the Panel awards the Last Best Offer of the Board on Issue #3.

**The Labor Arbitrator DISSENTS for all the same reasons and by application of the same statutory provisions cited above.**

**The Employer Arbitrator CONCURS for all the same reasons and by application of the same statutory provisions cited above.**

#### **AWARD-ISSUE #4**

Giving priority to the financial capability of the municipal employer and the public interest and considering all other statutory factors, the Panel awards the Last Best Offer of the Board on Issue #4.

**The Labor Arbitrator DISSENTS for all the same reasons and by application of the same statutory provisions cited above.**

**The Employer Arbitrator CONCURS for all the same reasons and by application of the same statutory provisions cited above.**

**AWARD-ISSUE #5**

Giving priority to the financial capability of the municipal employer and the public interest and considering all other statutory factors, the Panel awards the Last Best Offer of the **Board** on Issue #5.

**The Labor Arbitrator DISSENTS for all the same reasons and by application of the same statutory provisions cited above.**

**The Employer Arbitrator CONCURS for all the same reasons and by application of the same statutory provisions cited above.**

**AWARD-ISSUE #6**

Giving priority to the financial capability of the municipal employer and the public interest and considering all other statutory factors, the Panel awards the Last Best Offer of the **Board** on Issue #6.

**The Labor Arbitrator DISSENTS for all the same reasons and by application of the same statutory provisions cited above.**

**The Employer Arbitrator CONCURS for all the same reasons and by application of the same statutory provisions cited above.**

## **ISSUE #7--EXTRA DUTY PAY- (UNION PROPOSAL)**

### **ARTICLE, SECTION 15.3**

#### **UNION'S LBO ON ISSUE #7**

**\$25.00 per hour**

#### **BOARD'S LBO ON ISSUE #7**

In accordance with the minimum hourly wage established by Connecticut Law for the respective time period.

#### **Issue #7 – DISCUSSION AND AWARD**

Article 15, Section 3 of the CBA sets forth the extra duty rate for supplementary activities performed by the paraeducators. The rate for these services in the current contract is \$14.50 (Jt. Ex. 3). During negotiation the Union proposed to increase the rate set forth in the current agreement (Jt. Ex. 2) but the tentative agreement does not reflect a change in this provision. Both parties appear to agree that the current rate of \$14.50 needs to be changed as this rate is below minimum wage. The Board argues that its LBO of minimum wage should be adopted as this will fix the problem in the current contract, i.e. below minimum wage. The Board also notes that its LBO allows for automatic increases for these services as the minimum wage increase. The Board contends that the Union's LBO raising the rate of \$14.50 to \$25.00 is an increase of 72% without demonstrating the impact of the change. The Board urges that without a showing by the Union of necessary cost information to support its \$25.00 request, the Panel should award the LBO of the Board on issue 7.

The Union's position is that the current payment for extra duty pay is below minimum wage and this is illegal. The Union has presented a chart (Union Brief, pg. 42-43) that demonstrates what other Board of Education offer for this work that is consistent with what the Board has offered in the past. The Panel finds persuasive Union's Exhibit 1, Tab 3, New Haven Independent Article (November 29, 2022). According to that article, the Union and the Board reached an agreement in an MOA which "increases the hourly extra duty rate" for...paraprofessionals from \$14.50 per hour to \$25.00 per hour for all work performed in connection with before and after school programming for the 2022-2023 school year". A similar agreement was approved for the prior year.

Since the Board is currently paying, pursuant to the above referenced MOA, \$25.00 per hour rate for this work the Union's LBO on this issue 7 is consistent with the statutory factors. The Panel concludes that the Union LBO on Issue 7 is awarded.

#### **AWARD ON ISSUE 7**

Giving priority to the financial capability of the municipal employer and the public interest and considering all other statutory factors, the Panel awards the Last Best Offer of the Union on issue #7.

**The Labor Arbitrator CONCURS for all the same reasons and by application of the same statutory provisions cited above.**

**The Employer Arbitrator DISSENTS for all the same reasons and by application of the same statutory provisions cited above**

## **ISSUE #8 – SUBSTITUTE PAY-(UNION PROPOSAL)**

### **ARTICLE, SECTION 15.5**

#### **UNION'S LBO ON ISSUE 8**

##### **NEW HAVEN LOCAL 3429 OF COUNCIL 4, AFL-CIO LAST BEST OFFER ON ISSUE #8**

Any bargaining unit member certified as a teacher or who otherwise meets State requirements to serve as a substitute teacher or an emergency situation and who is assigned to independently perform the duties of substitute teacher for a total of six and three-quarter (6.75) hours in one day will be paid an additional one hundred dollars (\$100) per day. Any bargaining unit member described as above who is assigned to independently perform the duties of a substitute teacher for less than six and three quarter (6.75) hours in one day when a classroom teacher is absent from the building will be paid an additional thirty dollars (\$30.00) per hour for each hour spent performing such duties. Such amount shall be paid through submission of an extra-service voucher submitted by bargaining unit employees at the completion of every work week.

Assignments will be made by the building principal on a rotating basis among all of the volunteering bargaining unit members in the building that meets State requirements to serve as a substitute teacher.

Individual assignments under this Subsection 5 may last for a period not to exceed ten (10) school days in any calendar month. Any Bargaining unit member who after having been in an assignment under this Subsection 5 for a period of ten (10) school days refuses to accept an additional assignment under this Subsection 5 in any calendar month shall not be considered insubordinate nor shall such employee suffer any disciplinary action for such refusal.

#### **BOARD'S LBO ON ISSUE 8**

##### **NEW HAVEN BOARD OF EDUCATION LAST BEST OFFER ON ISSUE 8 (SUBSTITUTE PAY)**

Any Assistant Teacher certified as a teacher or who otherwise meets State requirements to serve as a substitute teacher and who is assigned to independently perform the duties of substitute teacher for a total of six and three-quarter (6.75) hours in a regularly scheduled full school day or four (4) hours on a regularly scheduled half day will be paid an additional sixty dollars (\$60.00) per day. Except for meetings held pursuant to Section 4 of this Article 15, if they work three (3) hours of a regularly scheduled full day or two (2) hours of a regularly scheduled half day to independently performing the duties of a

substitute teacher in one day, they will be paid an additional thirty dollars (\$30) per day. Such amount shall be paid through submission of an extra-service voucher submitted by the Assistant Teacher at the completion of every work week.

Assignments will be made by the building principal on a rotating basis among all of the Assistant Teachers in the building that are certified as a teacher or who otherwise meets State requirements to serve as a substitute teacher.

Individual assignments under this Subsection 5 may last for a period not to exceed ten (10) school days in any calendar month. Any Assistant Teacher who after having been in an assignment under this Subsection 5 for a period of ten (10) school days refuses to accept an additional assignment under this Subsection 5 in any calendar month shall not be considered insubordinate nor shall such employee suffer any disciplinary action for such refusal.

Notwithstanding the terms set forth in this Article 15, Section 5, any Assistant Teacher who meets the State requirements to serve as a substitute teacher and has been assigned to independently perform the duties of a substitute teacher for a period beyond ten (10) school days in any calendar month shall be paid an additional one hundred dollars (\$100) per day for those days in excess of ten (10) school days.

#### **ISSUE 8 – DISCUSSION AND AWARD**

This issue concerns when a teacher is not in the classroom and a member of the bargaining unit provides classroom coverage in the absence of the teacher. In essence, the Union's LBO seeks to ensure that members are not misused in order for the Board to avoid compensating members for working outside their classification as a teacher and to avoid having the Board hire a substitute teacher company and pay a higher rate of pay than the Union's hourly salary. The Board's LBO, on the other hand, relies and adopts the language from the rejected tentative agreement which according to the Union, only offers payment for the completion of a full day serving in the role of a substitute teacher.



The Union argues that its LBO only seeks compensation when the members are being used in a way that is outside their regular job duties. The Board's LBO, the Union argues, is using the bargaining unit as a means of cost avoidance rather than as a way to compensate costs and avoid the staffing issues that are directly related to the substitute problem (Union Brief, pg. 47-48).

The Board argues that its LBO acknowledges the bargaining history as it relates to this issue #8. The tentative agreement that resolved this issue took five drafts and almost as much time to resolve as it took to resolve the salary issues in each of the four years of the contract. The extensive mediation negotiations on this issue resulted in an increase of the daily payment from \$45.00 in the current contract to \$60.00 reflected in the Board's LBO. The Board's LBO contains two additional provisions which were in the tentative agreement. First, an additional payment of \$30.00 for an assistant teacher serving as a substitute teacher for three hours on a regularly scheduled day or for two hours on a shortened day. Second, if the assistant teacher serves in that role for at least ten days, the paraeducator receives an additional payment of \$100.00 per day.

The Panel finds persuasive that the extensive bargaining history on this issue should result in the awarding of the Board's LBO on Issue #8. As previously stated in this award, the Panel should not totally disregard the bargaining history leading to the tentative agreement although relying completely on the tentative agreement without due consideration of the statutory factors is unwarranted. Here the Panel acknowledges the statutory factor of bargaining

history as well as the other statutory factors in its conclusion that the Board's LBO is awarded on Issue #8.

#### **AWARD – ISSUE #8**

Giving priority to the financial capability of the municipal employer and the public interest and considering all other statutory factors, the Panel awards the Last Best Offer of the **Board** on issue #8.

**The Labor Arbitrator DISSENTS for all the same reasons and by application of the same statutory provisions cited above.**

**The Employer Arbitrator CONCURS for all the same reasons and by application of the same statutory provisions cited above**

#### **ISSUE #9 – INSURANCE – EMPLOYEE COST SHARE (BOARD PROPOSAL)**

#### **ARTICLE SECTION 16.1**

#### **UNION'S LBO ON ISSUE 9**

##### **NEW HAVEN LOCAL 3429 OF COUNCIL 4, AFL-CIO LAST BEST OFFER ON ISSUE NO.: 9**

<b>Year Effective</b>	<b>Lumenos</b>	<b>Century Preferred PPO</b>
July 1, 2023-June 30, 2024	8.0%	22.0%
July 1, 2024-June 30, 2025	8.5%	22.5%
July 1, 2025-June 30, 2026	9.0%	23.0%
July 1, 2026-June 30, 2027	9.5%	23.5%

#### **BOARD'S LBO ON ISSUE #9**

##### **NEW HAVEN BOARD OF EDUCATION LAST BEST OFFER ON ISSUE 9 (INSURANCE BENEFITS - EMPLOYEE PREMIUM COST SHARING)**

<b>Year Effective</b>	<b>Lumenos</b>	<b>Century Preferred PPO</b>
July 1, 2023-June 30, 2024	9.0%	24%
July 1, 2024-June 30, 2025	9.0%	24%
July 1, 2025-June 30, 2026	9.0%	24%
July 1, 2026-June 30, 2027	9.0%	24%

## **ISSUE #9 – DISCUSSION AND AWARD**

This issue involves the health insurance premium cost share unit members' contribute. The current premium cost share for the Lumenos High Deductible Plan is 9% and 24% for the more expensive Century preferred PPO. The Board's LBO maintains the cost share as it currently exists, i.e. continuing the status quo for the duration of the successor contract. The tentative agreement would have decreased the cost share slightly, starting at 8% and 22% in 2023-2024 for the two plans and increasing by 0.5% in each year to 9.5% and 23.5% in 2026-2027. The Union's LBO is identical to the amounts agreed to in the tentative agreement. The Union argues that since this is a Board issue, the Board has the burden of proof to demonstrate that its LBO meets the statutory factors. The Union argues that its LBO should be awarded as the COLA is increasing, City taxes are increasing and inflation is out of control and a lower premium cost share is in the public interest.

The Board argues that for the two years that will be left on the contract the Board's LBO would have little impact. The premium cost share for the HDHP plan for 2025-2026 will be 9% for both the Board and Union's LBO, and it will actually be lower under the Board's LBO for 2026-2027 at 9% than the Union's LBO for this year which is at 9.5%. The Board recognizes that its LBO for the more expensive Century Preferred Plan is higher than the Union's LBO on this plan for the four years of the successor agreement, although the Board points out that it is not clear whether any members actually choose the more expensive Century Plan.

The Panel concludes that the Board's LBO on Issue #9 is awarded. The Board is correct that since employees have been paying 9% and 24% premium cost share since July 1, 2022 it would be a bookkeeping nightmare to implement the Union's LBO. The Board's status quo LBO is more appropriate and consistent with the statutory factors.

**AWARD -- ISSUE #9**

Giving priority to the financial capability of the municipal employer and the public interest and considering all other statutory factors, the Panel awards the Last Best Offer of the Board on issue #9.

**The Labor Arbitrator DISSENTS for all the same reasons and by application of the same statutory provisions cited above.**

**The Employer Arbitrator CONCURS for all the same reasons and by application of the same statutory provisions cited above.**

**ISSUE #10 -- LABOR/MANAGEMENT MEETING (UNION PROPOSAL)**

**ARTICLE, SECTION 22.3 (NEW)**

**NEW HAVEN LOCAL 3429 OF COUNCIL 4, AFL-CIO  
LAST BEST OFFER ON ISSUE NO. 10**

There shall be formed a joint Labor-Management Committee consisting of members from Human Resources/Labor Relations and members from Local 3429. This Committee shall meet monthly to discuss and consider any matters related to the bargaining unit. Additionally, the Superintendent of the New Haven Public Schools and the President of Local 3429 will meet quarterly for the same purpose. These meetings will be held during working hours and employees in attendance will suffer no loss of pay.

## **BOARD'S LBO ON ISSUE #10**

### **NEW HAVEN BOARD OF EDUCATION LAST BEST OFFER ON ISSUE 10 (LABOR-MANAGEMENT MEETING)**

[No such provision]

## **ISSUE #10 – DISCUSSION AND AWARD**

This issue proposed by the Union seeks the formation of a Labor/Management meeting to address concerns by the Union and management in the expectation of addressing workplace conditions and/or workplace concerns. The Union's LBO would, according to the Union, avoid grievance arbitration process or municipal prohibited practice process of the Labor Department. This meeting could reduce costs related to the filing of grievances or MERA complaints.

The Board argues that this provision was withdrawn during negotiations by the Union and the parties can always meet by mutual agreement and the establishment of a meeting is not necessary.

The Panel finds the Board's position to be persuasive and consistent with the statutory factors on this Issue #10 and awards the Last Best Offer of the Board on Issue #10

## **AWARD -- ISSUE #10**

Giving priority to the financial capability of the municipal employer and the public interest and considering all other statutory factors, the Panel awards the Last Best Offer of the Board on issue #10.

**The Labor Arbitrator DISSENTS for all the same reasons and by application of the same statutory provisions cited above.**

**The Employer Arbitrator CONCURS for all the same reasons and by application of the same statutory provisions cited above**

**VI SIGNATURE PAGE**

In the matter of the New Haven Board of Education and AFSCME Council  
4, Local 3429, Case No. 2023-MBA-313 Section 7-473c of the Connecticut  
General Statutes.

**INTEREST ARBITRATION AWARD**

4/21/2025  
DATE

Gerald T. Weiner  
Gerald T. Weiner, Esquire  
Chairman

4/21/2025  
DATE

John M. Romanow  
John M. Romanow, Esquire  
Employer Panel Member

4/21/2025  
DATE

Troy Raccuia  
Troy Raccuia  
Labor Panel Member

