

LEGAL MAILBAG – JUNE 4, 2026



By Attorney Thomas B. Mooney, Neag School of Education, University of Connecticut

The “Legal Mailbag Question of the Week” is a regular feature of the CAS Weekly NewsBlast. We invite readers to submit short, law-related questions of practical concern to school administrators. Each week, we will select a question and publish an answer. While these answers cannot be considered formal legal advice, they may be of help to you and your colleagues. We may edit your questions, and we will not identify the authors. Please submit your questions to: legalmailbag@casciac.org.

Dear Legal Mailbag,

As the principal of an elementary school, I try to be kind to all of my employees. But now the union that represents the paraeducators in my building is giving me a hard time.

Here’s my story. One of the paraeducators in my school wants to become a teacher, and she is taking courses to get her bachelor’s degree. Last January, she told me that she needs to leave early on Thursdays to get to one of her classes on time. After a brief conversation, she and I came up with a plan to solve her problem without causing her to lose any money.

Specifically, we agreed that on Thursdays she will work through lunch and then leave early. Through this arrangement, she has been able both to receive her full weekly wages and to get to class on time. There is no particular advantage to the school, and in fact her leaving early on Thursdays sometimes causes coverage challenges. Given her good work ethic and my desire to support her professional advancement, however, I was happy to make this accommodation.

The problem is that now the para union is complaining about this arrangement. These union people claim that I should have talked to them before working this out with the paraeducator. Tell me, Legal Mailbag, can I tell the union to buzz off?

Signed,
Good Doobie

Dear Doobie:

You know what they say about good intentions. Legal Mailbag appreciates your willingness to help out a paraeducator who aspires to be a teacher. However, in a unionized workplace, management must respect the role of the union in negotiating working conditions for all employees in the bargaining unit that they represent.

Here, the union serves as the exclusive bargaining representative of the paraeducators in your school district. Accordingly, school district management must negotiate with the union over wages, hours and conditions of employment. Some conditions of employment are set by the terms of the collective bargaining agreement, and other conditions of employment are set by past practice. But given the right and responsibility of the union to negotiate over conditions of employment, management must talk with the union before changing working conditions, whether for an individual employee or the group as a whole.

When you met individually with the paraeducator and came up with your agreement, you violated the employer's obligation to negotiate over modified working conditions only with the union as the exclusive representative of employees in the bargaining unit. Such action is called "direct dealing," and the State Board of Labor Relations has ruled on many occasions that "direct dealing" is an unfair labor practice. *See, e.g., City of Shelton*, Decision No. 5212 (Conn. State Bd. Lab. Rel. December 27, 2021) ("It is a prohibited practice and a violation of the Act for an employer to negotiate a bargaining unit member's terms or conditions of employment directly with the member.").

The union may have been OK with the plan, or it may have opposed the plan. In any event, unions often want any special deals to be available to all without favoritism. If and when you work with a union on special arrangement for a bargaining unit employee, therefore, Legal Mailbag cautions you as follows. If a special arrangement works for management based on unique facts and circumstances, management is well advised to codify that arrangement in a memorandum of agreement with the union. Where appropriate, however, any such memorandum of agreement should further provide that the special arrangement is based on the specific facts presented, that it neither sets a precedent nor establishes a past practice, and that it should not be cited in any other situation. That way, management can prevent an accommodation made for one employee from becoming a past practice available for all.