

POLICY FOR PROVIDING LEGAL REPRESENTATION FOR WVSSPA MEMBERS

Members of the West Virginia School Service Personnel Association are not automatically entitled to legal representation in all legal disputes. However, members may be eligible for legal representation subject to the following conditions:

1. The dispute must be directly involved with the employee's employment. Examples of disputes directly involving the employee's employment include employment grievances, termination of employment, suspensions, and transfers or deduction-in-force. Legal representation may be requested for other employment matters, but the Association reserves the right to consider these matters on a case-by-case basis and reserves the right to refuse legal representation. The West Virginia School Service Personnel Association, however, will not provide legal representation in any and all civil litigation for damages or injunctive relief; family law issues including, but not limited to divorce, abuse and neglects, child custody, adoptions, or child support; social security disability; workers compensation; unemployment compensation; federal or state tax law issues; nor any federal or state criminal cases involving misdemeanors or felonies.

2. The member must have joined the Association prior to the beginning of the problem, which results in the employment dispute to be eligible for legal representation and must continue to maintain his/her membership throughout the pendency of the dispute. Failure to maintain membership may result in cessation of legal representation at the discretion of the Association. Members who join the Association under the "Buck-A-Month" program are entitled to legal representation subject to the same terms and conditions of other members. Should for any reason, the payroll deductions of a "Buck-A-Month" member not be received by the Association, the "Buck-A-Month" member will have to pay the entire membership dues by September 30 of the current year or forfeit the right to legal representation. Other regular members of the Association whose dues payments are current at the time of a dismissal, suspension without pay, or other separation from work either temporary or permanent, must make their dues current within 60 days of the separation from employment or forfeit representation. The Association, in its sole discretion, may permit such a member to pay his or her dues over a longer period of time by a payment plan approved by the Association.

3. The Association reserves the right to refuse to provide legal representation on the basis that the claim by the member is without merit or is frivolous with an explanation to the member.

4. The Association reserves the right to refuse to provide legal representation if the claim by the member is contrary with the philosophical, moral, ethical or legal position of the Association on a particular issue.

5. The Association reserves the right to refuse to provide legal representation when such representation would create a conflict of interest with the Association or with other members who are already represented by the Association with an explanation to the affected member. The Association reserves the right to refuse representation to members who voluntarily file a grievance in conjunction with non-members of the Association. The Association reserves the right to refuse representation to members who voluntarily and unilaterally files a grievance without first consulting the Association's staff attorneys or a member of the Association's field staff.

6. Once legal representation has been provided, the Association, in its sole discretion, reserves the right to determine as to what level legal representation will be provided to the member with the understanding that the member will be advised of such reservation prior to the commencement of WVSSPA's

participation in the grievance process. It shall be mutually understood by the member and the Association that with the commencement any legal representation by the Association on behalf a member before the West Virginia Public Employee Grievance Board that the member has implicitly permitted the Association to appeal to any level within the grievance board procedure, unless affirmatively directed by the member to the contrary, provided however, any decision to appeal by the member beyond a level 3 hearing must be affirmatively made by the member, notwithstanding any reservation to the contrary within this legal policy. The Association, in its sole discretion, reserves the right to terminate representation for any just cause at any level with reasonable notice to the member, but with an explanation to the member as to why the representation is terminated.

7. Representation by an attorney shall be subject to the availability of one of the staff attorneys to attend the hearing. Should no staff attorney be available for a hearing and should it be impossible to procure a continuance or postponement of the hearing, the Association reserves the right to designate another staff member or county officer to provide representation. Should this occur, the Association's staff attorney would review the results of any such hearing and shall recommend or provide further action as necessary.

8. Members must comply with all procedures properly promulgated by the state and county Associations for processing of grievances.

9. The Association reserves the right to refuse to provide legal representation to a member if such member fails to give the Association adequate notice of a scheduled hearing or fails to provide a copy of the grievance form to the West Virginia School Service Personnel Association within a reasonable time prior to the scheduled hearing. In such case, the Association also reserves the right to offer representation contingent upon the member procuring a continuance or postponement.

10. The Association may refuse or withdraw representation if the member materially misrepresents the factual circumstances surrounding the employment dispute.

11. The West Virginia School Service Personnel Association will not be responsible for paying witness fees or mileage for the employee member or witnesses to attend a hearing. The employee-member must work out those arrangements in advance. The West Virginia School Service Personnel Association will not be responsible for the payment for medical reports, transcripts of hearings, or any other documentation necessary for processing of a case. The employee-member will be responsible for such costs, if any exist

In all cases, the final decision regarding legal representation shall reside with the West Virginia School Service Personnel Association. Should a member disagree with this decision they are eligible for a pro rata refund of their membership dues for the fiscal year. The amount of refund shall be based upon the date the refund is requested. Such request must be tendered within 15 calendar days of receipt of the disputed decision and shall be considered as a complete withdrawal from membership in the Association and shall terminate legal representation in any other matter whether or not it is related to the disputed decision. Any member who withdraws from the Association in this manner shall be ineligible to rejoin the Association for the remainder of that year and the next membership year.

Adopted June 27, 1992-Effective July 15, 1992; Amended April 6, 2018, Amended February 8, 2020.