

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

21-P-156
SALONZO

2021 MAY 20 PM 12:57
CATHY HARRIS, CLERK
KANAWHA COUNTY CIRCUIT COURT

WEST VIRGINIA AFL-CIO; Civil Action _____

AMERICAN FEDERATION OF TEACHERS – WEST VIRGINIA, AFL-CIO; Civil Action _____

THE INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA; Civil Action _____

COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 2-13, AFL-CIO; Civil Action _____

PROFESSIONAL FIREFIGHTERS OF WEST VIRGINIA; Civil Action _____

WEST VIRGINIA EDUCATION ASSOCIATION; Civil Action _____

WEST VIRGINIA SCHOOL SERVICE PERSONNEL ASSOCIATION; Civil Action _____

WEST VIRGINIA STATE LODGE OF THE FRATERNAL ORDER OF POLICE; Civil Action _____

DISTRICT 8 OF THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION; Civil Action _____

CWA/NCPSO LOCAL 2055/WEST VIRGINIA DIVISION OF CORRECTIONS
AND REHABILITATION; Civil Action _____

WEST VIRGINIA TROOPERS ASSOCIATION/CWA LOCAL 2019; Civil Action _____

CWA LOCAL 2001/ WEST VIRGINIA ALCOHOL BEVERAGE CONTROL
ADMINISTRATION AGENCY; Civil Action _____

CORPORAL J. W. SMITH, JR.; and Civil Action _____

JACOB FERTIG, Civil Action _____

Petitioners,

vs.

JIM JUSTICE, in his Official Capacity
as Governor of the State of West Virginia,

Respondent.

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

FILED
JAN 11 2011
Clerk
Civil Action
KANAWHA COUNTY CIRCUIT COURT

- WEST VIRGINIA AFL-CIO; Civil Action _____
- AMERICAN FEDERATION OF TEACHERS – WEST VIRGINIA, AFL-CIO; Civil Action _____
- THE INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA; Civil Action _____
- COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 2-13, AFL-CIO; Civil Action _____
- PROFESSIONAL FIREFIGHTERS OF WEST VIRGINIA; Civil Action _____
- WEST VIRGINIA EDUCATION ASSOCIATION; Civil Action _____
- WEST VIRGINIA SCHOOL SERVICE PERSONNEL ASSOCIATION; Civil Action _____
- WEST VIRGINIA STATE LODGE OF THE FRATERNAL ORDER OF POLICE; Civil Action _____
- DISTRICT 8 OF THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION; Civil Action _____
- CWA/NCPSO LOCAL 2055/WEST VIRGINIA DIVISION OF CORRECTIONS
AND REHABILITATION; Civil Action _____
- WEST VIRGINIA TROOPERS ASSOCIATION/CWA LOCAL 2019; Civil Action _____
- CWA LOCAL 2001/ WEST VIRGINIA ALCOHOL BEVERAGE CONTROL
ADMINISTRATION AGENCY; Civil Action _____
- CORPORAL J. W. SMITH, JR.; and Civil Action _____
- JACOB FERTIG, Civil Action _____

Petitioners,

vs.

JIM JUSTICE, in his Official Capacity
as Governor of the State of West Virginia,

Respondent.

21-P-58
AKERS

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

2021 MAY 20 PM 12:00
CLERK
KANAWHA COUNTY CIRCUIT COURT

- WEST VIRGINIA AFL-CIO; Civil Action ____
- AMERICAN FEDERATION OF TEACHERS – WEST VIRGINIA, AFL-CIO; Civil Action ____
- THE INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA; Civil Action ____
- COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 2-13, AFL-CIO; Civil Action ____
- PROFESSIONAL FIREFIGHTERS OF WEST VIRGINIA; Civil Action ____
- WEST VIRGINIA EDUCATION ASSOCIATION; Civil Action ____
- WEST VIRGINIA SCHOOL SERVICE PERSONNEL ASSOCIATION; Civil Action ____
- WEST VIRGINIA STATE LODGE OF THE FRATERNAL ORDER OF POLICE; Civil Action ____
- DISTRICT 8 OF THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION; Civil Action ____
- CWA/NCPSO LOCAL 2055/WEST VIRGINIA DIVISION OF CORRECTIONS
AND REHABILITATION; Civil Action ____
- WEST VIRGINIA TROOPERS ASSOCIATION/CWA LOCAL 2019; Civil Action ____
- CWA LOCAL 2001/ WEST VIRGINIA ALCOHOL BEVERAGE CONTROL
ADMINISTRATION AGENCY; Civil Action ____
- CORPORAL J. W. SMITH, JR.; and Civil Action ____
- JACOB FERTIG, Civil Action ____

Petitioners,

vs.

JIM JUSTICE, in his Official Capacity
as Governor of the State of West Virginia,

Respondent.

21-P-159
Tab: +

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

FILED
MAY 28 11:21 AM '21
CLERK
KANAWHA COUNTY CIRCUIT COURT

- WEST VIRGINIA AFL-CIO; Civil Action _____
- AMERICAN FEDERATION OF TEACHERS – WEST VIRGINIA, AFL-CIO; Civil Action _____
- THE INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA; Civil Action _____
- COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 2-13, AFL-CIO; Civil Action _____
- PROFESSIONAL FIREFIGHTERS OF WEST VIRGINIA; Civil Action _____
- WEST VIRGINIA EDUCATION ASSOCIATION; Civil Action _____
- WEST VIRGINIA SCHOOL SERVICE PERSONNEL ASSOCIATION; Civil Action _____
- WEST VIRGINIA STATE LODGE OF THE FRATERNAL ORDER OF POLICE; Civil Action _____
- DISTRICT 8 OF THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION; Civil Action _____
- CWA/NCPSO LOCAL 2055/WEST VIRGINIA DIVISION OF CORRECTIONS AND REHABILITATION; Civil Action _____
- WEST VIRGINIA TROOPERS ASSOCIATION/CWA LOCAL 2019; Civil Action _____
- CWA LOCAL 2001/ WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION AGENCY; Civil Action _____
- CORPORAL J. W. SMITH, JR.; and Civil Action _____
- JACOB FERTIG, Civil Action _____

Petitioners,

vs.

JIM JUSTICE, in his Official Capacity
as Governor of the State of West Virginia,

Respondent.

01-P-110
Akers

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

2011 APR 20 PM 12:30
Clerk
KANAWHA COUNTY CIRCUIT COURT

WEST VIRGINIA AFL-CIO; Civil Action ____

AMERICAN FEDERATION OF TEACHERS - WEST VIRGINIA, AFL-CIO; Civil Action ____

THE INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA; Civil Action ____

COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 2-13, AFL-CIO; Civil Action ____

PROFESSIONAL FIREFIGHTERS OF WEST VIRGINIA; Civil Action ____

WEST VIRGINIA EDUCATION ASSOCIATION; Civil Action ____

WEST VIRGINIA SCHOOL SERVICE PERSONNEL ASSOCIATION; Civil Action ____

WEST VIRGINIA STATE LODGE OF THE FRATERNAL ORDER OF POLICE; Civil Action ____

DISTRICT 8 OF THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION; Civil Action ____

CWA/NCPSO LOCAL 2055/WEST VIRGINIA DIVISION OF CORRECTIONS
AND REHABILITATION; Civil Action ____

WEST VIRGINIA TROOPERS ASSOCIATION/CWA LOCAL 2019; Civil Action ____

CWA LOCAL 2001/ WEST VIRGINIA ALCOHOL BEVERAGE CONTROL
ADMINISTRATION AGENCY; Civil Action ____

CORPORAL J. W. SMITH, JR.; and Civil Action ____

JACOB FERTIG, Civil Action ____

Petitioners,

vs.

JIM JUSTICE, in his Official Capacity
as Governor of the State of West Virginia,

Respondent.

21-P-141
Ballard
FILED

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

2021 MAY 20 PM 12:31
CLERK
KANAWHA COUNTY CIRCUIT COURT

- WEST VIRGINIA AFL-CIO; Civil Action _____
- AMERICAN FEDERATION OF TEACHERS – WEST VIRGINIA, AFL-CIO; Civil Action _____
- THE INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA; Civil Action _____
- COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 2-13, AFL-CIO; Civil Action _____
- PROFESSIONAL FIREFIGHTERS OF WEST VIRGINIA; Civil Action _____
- WEST VIRGINIA EDUCATION ASSOCIATION; Civil Action _____
- WEST VIRGINIA SCHOOL SERVICE PERSONNEL ASSOCIATION; Civil Action _____
- WEST VIRGINIA STATE LODGE OF THE FRATERNAL ORDER OF POLICE; Civil Action _____
- DISTRICT 8 OF THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION; Civil Action _____
- CWA/NCPSO LOCAL 2055/WEST VIRGINIA DIVISION OF CORRECTIONS AND REHABILITATION; Civil Action _____
- WEST VIRGINIA TROOPERS ASSOCIATION/CWA LOCAL 2019; Civil Action _____
- CWA LOCAL 2001/ WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION AGENCY; Civil Action _____
- CORPORAL J. W. SMITH, JR.; and Civil Action _____
- JACOB FERTIG, Civil Action _____

Petitioners,

vs.

JIM JUSTICE, in his Official Capacity
as Governor of the State of West Virginia,

Respondent.

21-P-122
BIDDM

2021 APR 12 12:37 PM
CLERK
KANAWHA COUNTY CIRCUIT COURT

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

- WEST VIRGINIA AFL-CIO; Civil Action _____
- AMERICAN FEDERATION OF TEACHERS - WEST VIRGINIA, AFL-CIO; Civil Action _____
- THE INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA; Civil Action _____
- COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 2-13, AFL-CIO; Civil Action _____
- PROFESSIONAL FIREFIGHTERS OF WEST VIRGINIA; Civil Action _____
- WEST VIRGINIA EDUCATION ASSOCIATION; Civil Action _____
- WEST VIRGINIA SCHOOL SERVICE PERSONNEL ASSOCIATION; Civil Action _____
- WEST VIRGINIA STATE LODGE OF THE FRATERNAL ORDER OF POLICE; Civil Action _____
- DISTRICT 8 OF THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION; Civil Action _____
- CWA/NCPSO LOCAL 2055/WEST VIRGINIA DIVISION OF CORRECTIONS AND REHABILITATION; Civil Action _____
- WEST VIRGINIA TROOPERS ASSOCIATION/CWA LOCAL 2019; Civil Action _____
- CWA LOCAL 2001/ WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION AGENCY; Civil Action _____
- CORPORAL J. W. SMITH, JR.; and Civil Action _____
- JACOB FERTIG, Civil Action _____

Petitioners,

vs.

JIM JUSTICE, in his Official Capacity
as Governor of the State of West Virginia,

Respondent.

2HP-163
webster

2021 MAY 20 12:24
CLERK
KANAWHA COUNTY CIRCUIT COURT

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

- WEST VIRGINIA AFL-CIO; Civil Action ____
- AMERICAN FEDERATION OF TEACHERS – WEST VIRGINIA, AFL-CIO; Civil Action ____
- THE INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA; Civil Action ____
- COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 2-13, AFL-CIO; Civil Action ____
- PROFESSIONAL FIREFIGHTERS OF WEST VIRGINIA; Civil Action ____
- WEST VIRGINIA EDUCATION ASSOCIATION; Civil Action ____
- WEST VIRGINIA SCHOOL SERVICE PERSONNEL ASSOCIATION; Civil Action ____
- WEST VIRGINIA STATE LODGE OF THE FRATERNAL ORDER OF POLICE; Civil Action ____
- DISTRICT 8 OF THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION; Civil Action ____
- CWA/NCPSO LOCAL 2055/WEST VIRGINIA DIVISION OF CORRECTIONS
AND REHABILITATION; Civil Action ____
- WEST VIRGINIA TROOPERS ASSOCIATION/CWA LOCAL 2019; Civil Action ____
- CWA LOCAL 2001/ WEST VIRGINIA ALCOHOL BEVERAGE CONTROL
ADMINISTRATION AGENCY; Civil Action ____
- CORPORAL J. W. SMITH, JR.; and Civil Action ____
- JACOB FERTIG, Civil Action ____

Petitioners,

vs.

JIM JUSTICE, in his Official Capacity
as Governor of the State of West Virginia,

Respondent.

21-P-1164
Baillard

FILED

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

2021 MAY 20 AM 11:22

CLERK
KANAWHA COUNTY CIRCUIT COURT

- WEST VIRGINIA AFL-CIO; Civil Action _____
- AMERICAN FEDERATION OF TEACHERS – WEST VIRGINIA, AFL-CIO; Civil Action _____
- THE INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA; Civil Action _____
- COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 2-13, AFL-CIO; Civil Action _____
- PROFESSIONAL FIREFIGHTERS OF WEST VIRGINIA; Civil Action _____
- WEST VIRGINIA EDUCATION ASSOCIATION; Civil Action _____
- WEST VIRGINIA SCHOOL SERVICE PERSONNEL ASSOCIATION; Civil Action _____
- WEST VIRGINIA STATE LODGE OF THE FRATERNAL ORDER OF POLICE; Civil Action _____
- DISTRICT 8 OF THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION; Civil Action _____
- CWA/NCPSO LOCAL 2055/WEST VIRGINIA DIVISION OF CORRECTIONS
AND REHABILITATION; Civil Action _____
- WEST VIRGINIA TROOPERS ASSOCIATION/CWA LOCAL 2019; Civil Action _____
- CWA LOCAL 2001/ WEST VIRGINIA ALCOHOL BEVERAGE CONTROL
ADMINISTRATION AGENCY; Civil Action _____
- CORPORAL J. W. SMITH, JR.; and Civil Action _____
- JACOB FERTIG, Civil Action _____

Petitioners,

vs.

JIM JUSTICE, in his Official Capacity
as Governor of the State of West Virginia,

Respondent.

21-P-165

Ballard

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

FILED
MAY 20 PM 12:14
CATHY COOK
KANAWHA COUNTY CIRCUIT COURT

WEST VIRGINIA AFL-CIO; Civil Action _____

AMERICAN FEDERATION OF TEACHERS - WEST VIRGINIA, AFL-CIO; Civil Action _____

THE INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA; Civil Action _____

COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 2-13, AFL-CIO; Civil Action _____

PROFESSIONAL FIREFIGHTERS OF WEST VIRGINIA; Civil Action _____

WEST VIRGINIA EDUCATION ASSOCIATION; Civil Action _____

WEST VIRGINIA SCHOOL SERVICE PERSONNEL ASSOCIATION; Civil Action _____

WEST VIRGINIA STATE LODGE OF THE FRATERNAL ORDER OF POLICE; Civil Action _____

DISTRICT 8 OF THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION; Civil Action _____

CWA/NCPSO LOCAL 2055/WEST VIRGINIA DIVISION OF CORRECTIONS
AND REHABILITATION; Civil Action _____

WEST VIRGINIA TROOPERS ASSOCIATION/CWA LOCAL 2019; Civil Action _____

CWA LOCAL 2001/ WEST VIRGINIA ALCOHOL BEVERAGE CONTROL
ADMINISTRATION AGENCY; Civil Action _____

CORPORAL J. W. SMITH, JR.; and Civil Action _____

JACOB FERTIG, Civil Action _____

Petitioners,

vs.

JIM JUSTICE, in his Official Capacity
as Governor of the State of West Virginia,

Respondent.

21-P-1264
Webster

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

FILED MAY 20 9 04 AM '07
CATHERINE S. GATSON, CLERK
KANAWHA COUNTY CIRCUIT COURT
Civil Action _____

- WEST VIRGINIA AFL-CIO; Civil Action _____
- AMERICAN FEDERATION OF TEACHERS – WEST VIRGINIA, AFL-CIO; Civil Action _____
- THE INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA; Civil Action _____
- COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 2-13, AFL-CIO; Civil Action _____
- PROFESSIONAL FIREFIGHTERS OF WEST VIRGINIA; Civil Action _____
- WEST VIRGINIA EDUCATION ASSOCIATION; Civil Action _____
- WEST VIRGINIA SCHOOL SERVICE PERSONNEL ASSOCIATION; Civil Action _____
- WEST VIRGINIA STATE LODGE OF THE FRATERNAL ORDER OF POLICE; Civil Action _____
- DISTRICT 8 OF THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION; Civil Action _____
- CWA/NCPSO LOCAL 2055/WEST VIRGINIA DIVISION OF CORRECTIONS
AND REHABILITATION; Civil Action _____
- WEST VIRGINIA TROOPERS ASSOCIATION/CWA LOCAL 2019; Civil Action _____
- CWA LOCAL 2001/ WEST VIRGINIA ALCOHOL BEVERAGE CONTROL
ADMINISTRATION AGENCY; Civil Action _____
- CORPORAL J. W. SMITH, JR.; and Civil Action _____
- JACOB FERTIG, Civil Action _____

Petitioners,

vs.

JIM JUSTICE, in his Official Capacity
as Governor of the State of West Virginia,

Respondent.

21-P-1167
SAIANGU

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

2021 MAY 20 PM 12:01
CROFT & GATSON, CLERK
KANAWHA COUNTY CIRCUIT COURT

- WEST VIRGINIA AFL-CIO; Civil Action _____
- AMERICAN FEDERATION OF TEACHERS – WEST VIRGINIA, AFL-CIO; Civil Action _____
- THE INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA; Civil Action _____
- COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 2-13, AFL-CIO; Civil Action _____
- PROFESSIONAL FIREFIGHTERS OF WEST VIRGINIA; Civil Action _____
- WEST VIRGINIA EDUCATION ASSOCIATION; Civil Action _____
- WEST VIRGINIA SCHOOL SERVICE PERSONNEL ASSOCIATION; Civil Action _____
- WEST VIRGINIA STATE LODGE OF THE FRATERNAL ORDER OF POLICE; Civil Action _____
- DISTRICT 8 OF THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION; Civil Action _____
- CWA/NCPSO LOCAL 2055/WEST VIRGINIA DIVISION OF CORRECTIONS
AND REHABILITATION; Civil Action _____
- WEST VIRGINIA TROOPERS ASSOCIATION/CWA LOCAL 2019; Civil Action _____
- CWA LOCAL 2001/ WEST VIRGINIA ALCOHOL BEVERAGE CONTROL
ADMINISTRATION AGENCY; Civil Action _____
- CORPORAL J. W. SMITH, JR.; and Civil Action _____
- JACOB FERTIG, Civil Action _____

Petitioners,

vs.

JIM JUSTICE, in his Official Capacity
as Governor of the State of West Virginia,

Respondent.

21-P-148
Ballard

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

- WEST VIRGINIA AFL-CIO; Civil Action ____
- AMERICAN FEDERATION OF TEACHERS - WEST VIRGINIA, AFL-CIO; Civil Action ____
- THE INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA; Civil Action ____
- COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 2-13, AFL-CIO; Civil Action ____
- PROFESSIONAL FIREFIGHTERS OF WEST VIRGINIA; Civil Action ____
- WEST VIRGINIA EDUCATION ASSOCIATION; Civil Action ____
- WEST VIRGINIA SCHOOL SERVICE PERSONNEL ASSOCIATION; Civil Action ____
- WEST VIRGINIA STATE LODGE OF THE FRATERNAL ORDER OF POLICE; Civil Action ____
- DISTRICT 8 OF THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION; Civil Action ____
- CWA/NCPSO LOCAL 2055/WEST VIRGINIA DIVISION OF CORRECTIONS
AND REHABILITATION; Civil Action ____
- WEST VIRGINIA TROOPERS ASSOCIATION/CWA LOCAL 2019; Civil Action ____
- CWA LOCAL 2001/ WEST VIRGINIA ALCOHOL BEVERAGE CONTROL
ADMINISTRATION AGENCY; Civil Action ____
- CORPORAL J. W. SMITH, JR.; and Civil Action ____
- JACOB FERTIG, Civil Action ____

Petitioners,

vs.

JIM JUSTICE, in his Official Capacity
as Governor of the State of West Virginia,

Respondent.

FILED
2021 JUL 20 AM 11:50
CLERK
KANAWHA COUNTY CIRCUIT COURT

217-169
Bailey
galt
wps

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

MAY 20 AM 11:51
CATY S. GATSON, CLERK
KANAWHA COUNTY CIRCUIT COURT

- WEST VIRGINIA AFL-CIO; Civil Action _____
- AMERICAN FEDERATION OF TEACHERS – WEST VIRGINIA, AFL-CIO; Civil Action _____
- THE INTERNATIONAL UNION, UNITED MINE WORKERS OF AMERICA; Civil Action _____
- COMMUNICATIONS WORKERS OF AMERICA, DISTRICT 2-13, AFL-CIO; Civil Action _____
- PROFESSIONAL FIREFIGHTERS OF WEST VIRGINIA; Civil Action _____
- WEST VIRGINIA EDUCATION ASSOCIATION; Civil Action _____
- WEST VIRGINIA SCHOOL SERVICE PERSONNEL ASSOCIATION; Civil Action _____
- WEST VIRGINIA STATE LODGE OF THE FRATERNAL ORDER OF POLICE; Civil Action _____
- DISTRICT 8 OF THE UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION; Civil Action _____
- CWA/NCPSO LOCAL 2055/WEST VIRGINIA DIVISION OF CORRECTIONS
AND REHABILITATION; Civil Action _____
- WEST VIRGINIA TROOPERS ASSOCIATION/CWA LOCAL 2019; Civil Action _____
- CWA LOCAL 2001/ WEST VIRGINIA ALCOHOL BEVERAGE CONTROL
ADMINISTRATION AGENCY; Civil Action _____
- CORPORAL J. W. SMITH, JR.; and Civil Action _____
- JACOB FERTIG, Civil Action _____

Petitioners,

vs.

JIM JUSTICE, in his Official Capacity
as Governor of the State of West Virginia,

Respondent.

VERIFIED COMPLAINT OF THE WEST VIRGINIA AFL-CIO, THE WEST VIRGINIA AMERICAN FEDERATION OF TEACHERS, et al., SEEKING A PRELIMINARY INJUNCTION, PERMANENT INJUNCTION AND DECLARATORY JUDGMENT

Come now Petitioners West Virginia AFL-CIO; American Federation of Teachers – West Virginia, AFL-CIO (“AFT-WV”); Communications Workers of America, District 2-13, AFL-CIO (“CWA”); West Virginia State Lodge of the Fraternal Order of Police (“FOP”); The International Union, United Mine Workers of America (“UMWA”); Professional Firefighters of West Virginia (“PFFWV”); West Virginia Education Association (“WVEA”); West Virginia School Service Personnel Association (“WVSSPA”); District 8 of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (“United Steelworkers” or “USW”); CWA/NCPSO Local 2055/West Virginia Division of Corrections and Rehabilitation; West Virginia Troopers Association/CWA Local 2019; CWA Local 2001/West Virginia Alcohol Beverage Control Administration Agency (“WVABCA”); Corporal J. W. Smith Jr., and Jacob Fertig, by counsel Robert M. Bastress, Jr., and Jeffrey G. Blaydes, and file this Petition for Declaratory Judgment and Injunctive Relief.

In particular, Petitioners seek preliminary and permanent injunctions and a declaratory judgment to enjoin and invalidate a recently enacted West Virginia law, House Bill 2009 or the “Paycheck Protection Act” (the “Act”), which selectively prohibits the long-standing practice and contractual rights of public employees and their employers to have union dues automatically deducted from the employees’ paychecks. Petitioners seek an injunction prohibiting enforcement of the Act against public employers from dismantling a practice that has, for more than fifty years, permitted public employees and employers to agree to have union dues withheld from their paychecks. Furthermore, Petitioners seek a declaratory judgment finding:

1. That the Act violates the Equal Protection Clause of the Constitution of the State of West Virginia;
2. That the Act violates the Contracts Clause of the Constitution of the State of West Virginia;
3. That the Act discriminates against the viewpoint of certain employees and their affiliated associations thereby violating the free speech rights of union and union members without substantial or compelling justification; and
4. That the Act is driven by legislative animus against, and in retaliation for, the constitutional exercise of the right to free speech and association under the West Virginia Constitution.

In support thereof, Petitioners state as follows:

Introduction

For five or more decades, labor organizations representing public employees throughout West Virginia have entered into agreements with the State of West Virginia, as well as the counties, boards, and municipalities of this State, to deduct union or labor organization dues from payroll checks for individual employees. (See Exhibit 1, Affidavit of Bob Brown; Exhibit 2, Affidavit of Elaine A. Harris; Exhibit 3, Affidavit of James White)

This practice mirrors the practice in private sector labor relations wherein private employers subject to a collective bargaining agreement contract to withhold union dues. The private sector employer will then transfer those dues to the applicable Union.

The same arrangement has long been established by public employee unions and employers. By mutual agreement both in writing and verbally, public employees, by and through their labor

unions, have contracted with the State of West Virginia, all fifty-five of its counties and boards of education, and various municipalities for the service of deducting dues from public employee paychecks. Such agreements typically automatically renew from year to year unless cancelled in writing by a union or the employee at issue. This practice is consistent with the practice of public employers throughout the State deducting charitable donations, private insurance premiums, among other deductions. (See Exhibit 1, Affidavit of Brown; Exhibit 2, Affidavit of Harris; Exhibit 3, Affidavit of White; Exhibit 4, Affidavit of Jacob Fertig; Exhibit 5, Affidavit of Ella Long; Exhibit 6, Affidavit of Corporal John W. Smith, Jr.; Exhibit 7, Memorandum of Agreement Between The Wayne County Board of Education And The West Virginia School Service Personnel Association And The West Virginia Education Association ("Memorandum of Agreement"); Exhibit 8, Various union membership authorization cards)

This decades-long agreed-upon process permits public employers to aid their employees in immediately paying for certain services that the employees desire to have automatically deducted. Simply put, this service of deducting dues (as well as insurance premiums, charitable donations, and the like) is a service public employers elect to provide to their employees who prioritize certain expenditures to be immediately removed from their paycheck.

This cooperative practice reached by verbal or written agreement among labor unions and public employers demonstrates the collaborative relationship between employees, their unions, and public employers. Clearly, it is designed to promote workplace harmony and industrial peace, which benefits employee and employer alike.

In practice, the paycheck deduction program is very simple. The payroll deductions from employee checks occur automatically each pay period. As with deductions for charitable

contributions to be paid to charities and private insurance payments to be paid to charities and insurers, the union dues are automatically removed from each paycheck, and disbursed to the Union.¹

¹The number and type of deduction made from public employee paychecks by the election of the employee and via agreement with the public employer is extensive. For example, in Boone County, West Virginia, the following paycheck deductions are made by the board of education to the benefit of employees:

AFLAC Insurance
Washington National, Inc
American Fidelity
American Heritage Life
American-Amicable Life Ins.
Amer. Gen. Life and Accident
Trustmark Ins. Co.
Credit Union
Credit Union Dir Dep
Huntington Banks Dir Dep
JPMorgan Chase D Dep
United Bank DD Savings
Boone Co. Comm. Foundation
R. McCormick Fund
C.Scott Memorial Fund
Big Coal Scholarship Fund
FBMC Optical/Dental Ins.
FBMC-ARAG Group Legal Ins.
Pioneer Credit Recovery
City of Madison Svc Fee Yr
City of Madison Ser. Fee
Judgement Pa Higher Edu AA
Lloyd and McDaniels
US Dept. Of Education
Judgement-Child Sup Emforc
WV Child Support
Miscellaneous Café Plan
Primerica - TSA
Ameriprise Financial - TSA
New York Life/Annuity TSA
New York Life Insurance Co
VOYA Financial Svcs
Variable - TSA (VALIC)
WV Retirement Plus
Retirement Loans
WVEA - Dues
WVFT - Dues
WV Prof Educators - Dues
WVSSPA - Serv Personnel Dues
WVFT Service Dues

All of these deductions will continue as of the effective date of the Act - except for the deduction of union dues.
(See Exhibit 9, Deduction Register)

Upon information and belief, no public employer has complained about this arrangement. The agreement between governmental entities and unions to allow for payroll deduction presents the most effective and efficient method to provide financial support to the union or labor organization of the employees' choosing.

Notably, Respondent has in the recent past also expressly stated his support for the continuation of the deduction of union or association dues from public payroll checks. In 2017, the Legislature passed Senate Bill 239 which was similar to House Bill 2009 in that it, *inter alia*, attempted to impede payroll deduction of unions dues from public employees. On April 26, 2017, Respondent disapproved and returned Enrolled Committee Substitute for Senate Bill 239. Respondent observed that Senate Bill 239 presented a "hardship" to employers and employees; was an "unnecessary burden" on employers; and an "inconvenience" for employees and organizations collecting dues. He stated:

This bill creates a significant hardship on employers and employees for a convenient practice that has become commonplace in today's society, authorizing employee payroll deductions. Payroll deductions are used for a variety of purposes, such as employee benefit payments, donations to non-profit organizations (i.e., the United Way), and employee membership dues. Current law requires an employee to complete a payroll deduction authorization prior to any deduction being made by an employer from the employee's paycheck. The authorization continues until the employee changes or discontinues it.

Enrolled Committee Substitute for Senate Bill 239 modifies the definition of deduction to exclude amounts for authorized credit unions, charities, outside savings plane, or union or club dues. It places an unnecessary burden on businesses, and an inconvenience on employees and organizations receiving deductions, by mandating the creation of a new wage assignment *every year* to continue the authorization.

Therefore, I disapprove and return Enrolled Committee Substitute for Senate Bill 239.

(See Exhibit 10, April 26, 2017, letter from Governor Jim Justice to Secretary of State Mac Warner)

As this Court is aware, in recent years, labor organizations throughout the state (and education unions in particular) mobilized and struck in protest of certain actions or omissions by the Legislature and Governor of the State of West Virginia.

In the wake of (and in retaliation for) such protected concerted activity, the Legislature selectively targeted labor organizations and unions by prohibiting paycheck dues deductions from employee paychecks with the passage of House Bill 2009. This statute was passed on March 19, 2021, and has an effective date on or about June 17, 2021.

The instant action challenges the constitutionality of House Bill 2009, which selectively prohibits the deduction of union or labor organization dues from the compensation public employees receive through state, county, public school, or municipal employment.²

Jurisdiction and Venue

1. Petitioners assert that the State of West Virginia has enacted a statute that violates the Constitution of the State of West Virginia. Moreover, Petitioners assert that this statute is a direct and unlawful attack on Unions in general which creates uncertainty and insecurity among public employees who belong to Unions.

2. This Court also has jurisdiction pursuant to Article VIII, Section 6 of the West Virginia Constitution; West Virginia Code §§ 55-13-1 and 53-5-4.

3. Venue is proper in the Circuit Court of Kanawha County, West Virginia, as the cause of action accrued in Kanawha County, West Virginia. *See* W. Va. Code § 14-2-2.

4. Pursuant to West Virginia Code § 55-17-3, Petitioners seek injunctive relief;

²House Bill 2009 also prohibits the payroll deduction of “club dues” for public employees. However, “club dues” are not defined in the new law and is an innocuous category that does not distort the purpose of this law.

irreparable harm would occur if Petitioners were required to provide thirty-days notice of this action pursuant to West Virginia Code § 55-17-3.

Parties

5. The West Virginia AFL-CIO is a federation of labor organizations and is a person within the meaning of West Virginia Code §§ 55-13-11 and 13, whose member organizations include labor organizations that represent employees of employers in the public sector in the State of West Virginia including, but not limited to, the AFT-WV, UMWA, CWA District 2-13, Professional Firefighters of West Virginia, USW, CWA/NCPSO Local 2055/West Virginia Division of Corrections and Rehabilitation; West Virginia Troopers Association/CWA Local 2019 and WVABCA. The West Virginia AFL-CIO represents approximately fifty-seven International Unions that represent approximately 70,000 public and private sector employees in West Virginia.

6. Petitioner AFT-WV is an organization comprised of approximately 10,000 education employees including teachers, service personnel, psychologists, counselors, social workers, and other professional personnel in the public school districts of West Virginia. AFT-WV is the largest education union in the State of West Virginia. AFT-WV advocates on behalf of its members on a local and statewide basis with regard to all terms and conditions of employment. AFT-WV is affiliated with one of the largest national teachers' union in America, the American Federation of Teachers. The President of AFT-WV is Fred Albert.

7. Communications Workers of America District 2-13, AFL-CIO (CWA District 2-13, AFL-CIO) is a labor organization responsible for servicing all CWA Locals in Delaware, Maryland, Pennsylvania, Virginia, West Virginia, and the District of Columbia. Its diverse membership is employed in private and public sector employment that include telecommunications, airlines,

broadcast and cable television, health care, public service, printing and news media, food service, corrections and first responders/law enforcement. CWA District 2-13 Staff with offices in Philadelphia and Pittsburgh, Pennsylvania; Charleston, West Virginia; Lanham, Maryland and Glen Allen, Virginia, are dedicated to championing working families' rights.

8. The UMWA is a diverse union with membership that includes coal miners, public employees, manufacturing workers, clean coal technicians, health care workers, and corrections officers throughout the United States and Canada. The UMWA has a proud, 100-year-old tradition of representing workers in the State of West Virginia, both in the public and private sectors. Today, the UMWA represents public sector employees in West Virginia in various workplaces including the Division of Natural Resources.

9. The FOP is an organization representing approximately 2,900 FOP members in this State including municipal, county, state and Federal officers, as well as members in other professions that have arrest powers. The State lodge is comprised of subordinate lodges of professional law enforcement officers.

The FOP, *inter alia*, supports and defends the Constitution of the United States in allegiance to the United States of America; promotes and fosters the enforcement of law and order; improves the individual and collective proficiency of its members in the performance of their duties; to encourage fraternal, educational, charitable and social activities among law enforcement officers; advocates and strives for uniform application of the civil service merit system for appointment and promotion; supports the improvement of the standard of living and working conditions of the law enforcement profession through every legal and ethical means available; creates and maintains a tradition of esprit de corps insuring fidelity to duty under all conditions and circumstances; cultivates

a spirit of fraternalism and mutual helpfulness among its members and those it serves; increases the efficiency of the law enforcement profession and establishes the confidence of the public in the service dedicated to the protection of life and property.

10. The PFFWV represents approximately 1,000 career firefighters throughout West Virginia. The PFFWV also represents hundreds of retired firefighters that have dues and supplemental insurance payments deducted by municipalities from their paychecks. The PFFWV provides general representation of its members in employment and related matters.

11. WVEA is a voluntary organization consisting of education employees of the public school system. The WVEA has many thousands of employees throughout the State and in every county. The WVEA is affiliated with the National Education Association which is the largest national organization for education employees.

12. WVSSPA membership consists of school service personnel and state employees. Its school employees consist of bus drivers, cooks, custodians, secretaries, classroom aides and maintenance personnel. Its state employees consist of Department of Highways, Department of Health and Human Resources, West Virginia School for the Deaf and Blind and the Department of Motor Vehicles.

13. The United Steelworkers, or USW, represents hourly workers employed by three municipalities in West Virginia; the City of Fairmont, the City of Princeton, and the City of Ravenswood. The workers represented by the USW include sanitation workers, truck drivers, heavy equipment operators, maintenance and electrical workers, and more. These workers currently fall under a Collective Bargaining Agreement, so they will not be directly affected immediately by the Act. However, upon information and belief, the Act is likely to affect these workers in the future.

14. CWA/NCPSO LOCAL 2055 represents the Corrections Officers and Support Staff working in the West Virginia Division of Corrections and Rehabilitation who have voluntarily signed membership applications for membership and to have dues deducted from their payroll checks.

15. The West Virginia Troopers Association is intended to represent all ranks from Trooper through the Superintendent and was formed in hope of improving the lot of all State Police in West Virginia.

(a) To advance the principles of proper law enforcement to protect the community and rights of all citizens; and to support the continuing betterment of Criminal Justice;

(b) To provide a program for the membership of the Association for a death relief plan consistent with local, state and federal laws;

(c) To provide information on legislative matters relating to law enforcement and criminal justice, and within the limits allowed by law, to present appropriate comments and suggestions; and

(d) To provide legal and related assistance, as approved, for the membership of the Association.

16. The WVABCA employees have voluntarily signed membership applications for membership and to have dues deducted from their payroll checks. This group is part of Local 2001's total membership. The other groups represented by Local 2001 are covered by collective bargaining agreements through the CWA and their respective employers.

17. Corporal J.W. Smith, Jr. has been employed as a Trooper for the State of West Virginia since January of 2000, and currently holds the rank of Corporal. Since he started his employment as a State Trooper, he has also been a member of the West Virginia Troopers

Association/CWA Local 2019. He also serves as the Troop 8 representative for the West Virginia Troopers Association which represents undercover, polygraph and other investigative staff of the State Police.

18. Jacob Fertig has been employed as a teacher in Kanawha County Schools for eight years. He was a substitute teacher for the first year he taught and has been a full-time teacher for the last seven years. He currently teaches at Riverside High School. He is the Vice President of AFT-WV for Kanawha County.

Based upon information and belief, and in support of this Complaint, Petitioners state the following:

19. On March 19, 2021, the Legislature of the State of West Virginia passed the Act.
20. On March 30, 2021, Governor Jim Justice signed the Act.
21. The Act is effective 90 days from passage, or on or about June 17, 2021.
22. Petitioners and their members are parties to various written and/or oral contracts that provide for automatic deduction of union dues from their paychecks. (See Exhibit 1, Affidavit of Brown; Exhibit 2, Affidavit of Harris; Exhibit 3 Affidavit of White) Those agreements have continued uninterrupted from year to year and, in some instances, have been in place for more than fifty years. (See Exhibit 7, Memorandum of Agreement) These Agreements may only be terminated with notices from the employee or his or her union. (See Exhibit 8, Various union authorization cards; Exhibit 1, Affidavit of Brown; Exhibit 2, Affidavit of Harris; Exhibit 3, Affidavit of White; Exhibit 4, Affidavit of Fertig; Exhibit 5, Affidavit of Long; Exhibit 6, Affidavit of Smith; Exhibit 7, Memorandum of Agreement)
23. The Act unlawfully impairs these existing agreements by declaring that no union dues

may be deducted from the earnings of a public employee in violation of Article III, Section 4 of the West Virginia Constitution.

24. The Act unlawfully violates the right of equal protection pursuant to the West Virginia Constitution to the Petitioners herein.

25. The Act unlawfully infringes upon the rights of Petitioners to free speech and association pursuant to the West Virginia Constitution.

26. For many decades, in agreements made between Petitioners and county boards of education, municipalities, and the State of West Virginia, employers have agreed to provide payroll deduction for the collection of union dues.³

27. These public employers have provided payroll deduction for union membership dues at a negligible (at most) cost and with no burden on, or interruption of, employer operations.

(See Exhibit 5, Affidavit of Long)

28. When an employee has authorized dues to be deducted from his or her paycheck, such agreement continues from year to year unless the public employer is notified in writing by the employee or his or her union to cancel the automatic deduction of dues. For example, the Petitioners WVSSPA and WVEA entered into a Memorandum of Agreement with the Wayne County Board of Education on June 28, 2018, with this very contractual term. (See Exhibit 7, Memorandum of Agreement)

The Purpose of Union Dues

29. Union dues that have been collected through payroll deduction serve many beneficial purposes for the members and citizenry of this state. Union dues assist with education and

³As noted footnote 1, *supra.*, a host of payroll deductions will continue after June 17, 2021 - - only payroll deductions of union and club dues will cease.

certification requirements for teachers, private insurance, legal representation, and charitable contributions, among other purposes.

30. For example, AFT-WV dues pay for the annual AFT-WV professional development summer school. Those who attend and complete the summer school have the option of receiving three graduate hours through West Virginia University, three hours toward license renewal, or three hours for advancement of salary. Approximately 70% of those who attend summer school use it for license renewal or advance credit hours. Additionally, AFT-WV offers the opportunity for members to take graduate classes for the same reason.

31. AFT-WV dues also provide the following:

-Trained, experienced, and professional representation in grievances, reduction-in-force, transfer hearings, and disciplinary actions

- \$1 million in professional liability insurance
- a \$35,000 legal defense fund
- \$36,250 accidental death and dismemberment insurance
- \$5,000 term life insurance for no cost for one year
- Outstanding professional advocacy in Charleston, WV, and Washington, DC
- Free college via on-line associate degrees for members and their families
- Free indemnity protection for members
- Free trauma counseling for members
- Auto and homeowners insurance discounts and member perks through Liberty Mutual and MetLife
- Free enrollment in an online platform to help manage and lower student loan debt
- 15% off AT & T wireless

- Mortgage program with exclusive benefits for AFT-WV members
- No annual fee credit card from Capitol One
- 20% off flowers and gifts from Teleflora
- 10% off Goodyear tires
- Up to 20% off rates at over 7700 hotels worldwide
- Discounts on movie tickets and theme parks, including Disney
- Up to 25% discount on rental cars through multiple companies
- Discounts at many restaurants like Applebees, Chilis, IHOP, and Little Caesars
- Discounts on professional moving services and moving trucks
- Discount on Rosetta Stone language learning program
- 40% discount on Dinnertime meal planning app
- Up to 10% discount on pet insurance, with three plan options

(See also Exhibit 11, CWA/NCPSO Local 2055, West Virginia Troopers Association and WV Alcohol Beverage Control Administration list of dues benefits)

Events Leading to the Enactment of the Act

32. In 2017, Respondent rejected a Senate Bill 239 which had the similar purpose of impeding the collection of public employee union or association dues. At that time, Respondent rejected Senate Bill 239 and returned it to the Legislature. He stated that Senate Bill 239 presented a “hardship” to employers and employees; was an “unnecessary burden” on employers; and an “inconvenience” for employees and organizations collecting dues.

33. In the recent past, Petitioners and their members have mobilized to protect their benefits package and their conditions of employment. It was well-publicized that, in order for public

employees – particularly education employees – to protect their health insurance coverage and obtain long awaited and much needed pay raises, public education employees (with strong support from their fellow union members) struck in 2018 and 2019.

34. In the wake of this constitutionally protected concerted action, government leaders - including Respondent - - have referred to union leadership as “union thugs” and have developed a legislative agenda that may be accurately characterized as anti-union and anti-employee. For example,

- Respondent Justice reportedly referred to “union bosses” perpetuating rumors that teachers 50 and over would not be able to get vaccines calling these comments “plain garbage.” “Justice Claims Education Workers Under 50 Won’t Get COVID Vaccine Garbage 2000 Death Recorded,” www.connect-bridgeport.com, January 20, 2021.
- Respondent Justice reportedly had no plans to speak with public education unions regarding the return to five day per week in person instruction in the midst of a global pandemic. “Justice Open to Speak With Teachers School Workers But Not Union Heads,” www.wvmetronews.com, January 6, 2021.
- Respondent Justice dismisses union’s call for distancing education amidst global pandemic reportedly stating “If I were a member paying dues and that’s what I was delivered by my union bosses, I would absolutely be looking elsewhere.” “A Union Leader Is Calling For WV Classrooms To Close For The Rest Of 2020. But State Leaders Say In-School Spread Is Scarce,” www.loganbanner.com, November 16, 2020.
- Respondent Justice, who was criticized by public educators for repeatedly tweaking the map utilized for school closure during the global pandemic, stated “we don’t listen to the union bosses.” www.wvpublic.org, October 13, 2020.
- Senator Craig Blair threatened to fire teachers if they struck in the fall of 2020. “Senator Craig Blair Threatens Firing of Teachers,” <https://morgancountyUSA.org>, August 14, 2020.
- Then-Senate President Mitch Carmichael stated “union bosses” have lost “grip on reality” during statewide school employees strike. “History

Professor: 'Union Bosses' Term Doesn't Reflect Today's Realities," <https://wchstv.com>, February 18, 2019. Carmichael also referred to "union bosses" who exercised their rights of free speech to criticize charter school legislation. wvlegislature.gov, July 10, 2019.

- Senator Craig Blair referred to "teacher union bosses" who criticized education reform. "Jim Justice Is Neither Democrat Nor Republican He's A Narcissistic Opportunist," <https://wvrecord.com>, June 11, 2019.

- Then-Senator Carmichael referred to "union bosses" who opposed legislation relating to charter schools and work stoppages. "West Virginia Considers Bill Penalizing Teachers Who Strike," www.wsj.com, June 17, 2019.

35. In the 2021 legislative session, the West Virginia Legislature introduced and, in many cases, enacted legislation that was antithetical to the interests of public employees – particularly education employees.

36. The 2021 legislative session included a barrage of attacks on public education and its employees. In addition to the unlawful Act at issue herein, the Legislature passed:

- House Bill 2012: expanding charter schools
- House Bill 2013: providing for de facto educational savings account of approximately \$4,600 per year without financial accountability standards.
- Committee Sub for Senate Bill: codifying illegality of public employee work stoppages and striking.

Other bills were passed that weakened certification requirements (Eng. Committee Sub for Senate Bill 14) and may create higher content area shortages in special education instruction. (Senate Bill 680)

Further anti-union and anti-public employee animus (and an attack on local control) can be gleaned from the following bills that were proposed, but did not pass:

- Senate Bill 566: would have allowed state superintendents' interpretation of law or policy to supersede independent judgments of Grievance Board Administrative Law

Judges, which arise from due process proceedings.

- Senate Bill 601: would have made significant changes to the public employees' grievance procedure that would potentially block or discourage access to this process by, among other things, making employees liable for employer attorneys fees, complicating grievance filings, and prohibiting certain grievances during a state of preparedness or emergency.
- HJR1: proposed giving the Legislature ultimate and total authority in education policy thereby stripping the West Virginia Board of Education of its constitutional authority to govern schools and leaving the authority of the Legislature unchecked in this vital area.
- House Bill 2364: would have permitted K-12 teachers to carry concealed firearms in school as designated school protection officer.

The Act

37. Prior to the Act, the West Virginia Wage Payment and Collection Act specifically permitted the withholding of union dues. West Virginia Code § 21-5-1(g) previously stated:

The term "deductions" includes amounts required by law to be withheld, and amounts authorized for union or club dues, pension plans, payroll savings plans, credit unions, charities and hospitalization and medical insurance.

The Wage Payment and Collection Act also stated that:

No assignment of or order for future wages shall be valid for a period exceeding one year from the date of such assignment or order . . . Provided, however, That nothing herein contained may be construed as affecting the right of employer and employees to agree between themselves as to deductions to be made from the payroll of employees[.]

W. Va. Code § 21-5-3. Thus, the Wage Payment and Collection Act specifically authorized employers to collect union dues – among many other purposes for distribution to the organization and entities selected by the employee.

38. Upon information and belief, no public employer who engaged in the lawful practice of withholding such deductions has complained or withdrawn from such an arrangement.

39. The Act has modified the definition of “deductions” under the Wage Payment and Collection Act and now states:

The term “deductions” includes amounts required by law to be withheld, and amounts authorized for union, labor organization, or club dues or fees, pension plans, payroll savings plans, credit unions, charities, and hospitalization and medical any form of insurance offered by an employer: *Provided*, That for a public employee, other than a municipal employee covered by a collective bargaining agreement with a municipality which is in effect on July 1, 2021, the term deductions shall not include any amount for union, labor organization, or club dues or fees. (Emphasis added)

W. Va. Code §21-5-1(g). (See Exhibit 12, Strike and insert amendments on House Bill 2009)⁴

The amended language of the statute now excludes the withholding of wages for public employees who have elected (in agreement with their public employer) to withhold public employee union dues. All other wage deductions from public employee wages are still permitted (other than for clubs). Moreover, such deductions are permitted for public employees who are in municipal labor organizations who have a collective bargaining agreement in effect on July 1, 2021. Finally, all *private* employer labor organizations may deduct such wages. Notably, many other deductions – including those for private and public insurance, charitable organizations, credit unions, payroll savings plans, and pension-plans are still permitted. Petitioners and their members – as members of public employee unions – are denied the equal treatment of the law while other similarly, if not identically situated, employees are not.

40. In order to strip municipal employees of the right to have their union dues taken directly from their wages by agreement with their employer, the Legislature amended West Virginia Code § 8-5-12 to state in pertinent part:

⁴For ease of reference, the undersigned has quoted herein from the Senate Judiciary Amendments to House Bill 2009 and maintained the “strike and insert” amendments to demonstrate the salient changes to the law at issue. These changes are identical to the language contained in the Enrolled House Bill 2009.

(c) No deductions or assignments of earnings shall be allowed for unions, labor organizations, or club dues or fees from the compensation of officers or employees covered by this section: *Provided*, That this subsection shall not apply to municipal employees covered by a collective bargaining agreement with a municipality which is in effect on July 1, 2021.

41. In order to strip State employees of the right to have their union dues taken directly from their wages by agreement with their employer, the Legislature amended West Virginia Code §12-3-13b to state in pertinent part:

(a) Any officer or employee of the State of West Virginia may authorize that a voluntary deduction from his or her net wages be made ~~for the payment of membership dues or fees to an employee association.~~ Voluntary deductions may also be authorized by an officer or employee for any supplemental health and life insurance premium, subject to prior approval by the Auditor. Such deductions shall be authorized on a form provided by the Auditor of the State of West Virginia and shall state:

(a) ~~(1)~~ The identity of the employee;

~~(b) the (2) The~~ amount of frequency of such deductions; and

~~(c) the (3) The~~ identity and address of the association or insurance company to which such dues shall be paid.

(b) Upon execution of such authorization and its receipt by the office of the Auditor, such deductions shall be made in the manner specified on the form and remitted to the designated association or insurance company on the tenth day of each month: *Provided*, That the Auditor may approve and authorize voluntary other deductions, ~~as approved and authorized by the Auditor,~~ may defined under §21-5-1 of this code, to be made in accordance with rules proposed by the Auditor pursuant to § 29A-3-1 et seq. Of this code: *Provided, however*, That deductions shall be made at least twice monthly. Deduction authorizations may be revoked at any time 30 days prior to the date on which the deduction is regularly made and on a form to be provided by the office of the State Auditor: *Provided further*, That nothing in this section shall interfere with or remove any existing arrangement for dues deduction between an employer or any political subdivision of the state and its employees.

(c) No deductions or assignments of earnings shall be allowed for union, labor organization, or club dues or fees from the compensation of officers and employees covered by this section.

42. In order to strip county education employees of the right to have their union dues taken directly from their wages by agreement with their employer, the Legislature amended West Virginia Code §18A-4-9 to state, in pertinent part as follows;

Teachers and all other employees whose salaries or wages are payable out of the school current fund shall be paid for their services by orders duly signed by the president and secretary of the board in accordance with the following provisions:

(1) Notwithstanding any other provisions of this chapter and § 18A-1-1 et seq. of this code, the number of pays to be made during the school year to the various classes of employees shall be determined by the board: *Provided*, That the sum of such pays for any employee does not exceed the equivalent of an annual salary based upon 12 calendar months.

(2) In the event a teacher or other employee is not paid the full salary or wage earned in the fiscal year in which the work is performed, the unpaid amount may be paid during July and August of the following fiscal year.

(3) Adjustments for time loss due to absence may be made in the next paycheck following such time loss.

(4) The county board may withhold the pay of any teacher or employee until he or she has made the reports required by the board or the state superintendent.

(5) Accompanying the pay of each employee shall be an accounting of gross earnings, all withholdings, and the dollar value of all benefits provided by the state on behalf of the employee.

(6) No deductions or assignments of earnings shall be allowed for union, labor organization, or club dues or fees from the compensation of teachers and other employees covered by this section.

State Superintendent's Interpretation of the Act

43. By Memorandum dated April 5, 2021, State Superintendent of Schools, W. Clayton Burch, has directed county boards of education to process 2020-2021 union dues payments from final paychecks issued after June 17, 2021, the effective date of the Act. Superintendent Burch notes, in pertinent part, that “[e]mployees made their individual elections to have union dues

withheld for the 2020-2021 school year well in advance of passage of HB 2009.” (See Exhibit 13, Memorandum of Superintendent)

COUNT 1

Equal Protection

1. As stated above, House Bill 2009 selectively prohibits payroll deductions only for public employees' dues to public employers who are members of unions (or clubs) and do not have an existing collective bargaining agreement. Payroll deduction arrangements for municipal public employees who have a collective bargaining agreement in effect on July 1, 2021, shall still be permitted to have their dues deducted from their wages. Additionally, all private employees who are members of unions shall be able to have their dues deducted should they so choose.

2. There is no rational basis for House Bill 2009's selective and discriminatory application to public employees and their unions and not to other similarly situated public employees who have collective bargaining agreements in effect on July 1, 2021. Moreover, there is no rational basis for House Bill 2009's selectively and discriminatorily disallowing deductions for unionized public employees and their unions while authorizing other payroll deductions such as charitable deductions, private insurance, and the like.

3. Such selective and discriminatory treatment by the government violates the right to Equal Protection guaranteed by the West Virginia Constitution, Article III, Sections 1, 3 and 10.

4. In the absence of injunctive relief, Petitioners will suffer immediate and irreparable harm as a result of House Bill 2009. Petitioners have no other remedy for the violation of their rights to equal protection under law other than the injunctive relief sought in this complaint.

COUNT 2

Impairment of Contractual Obligations

5. As described above, various public employers at the state, county, and municipal levels have agreed over many decades to permit their employees to pay their union dues via paycheck deductions.

6. Such arrangements arise from verbal and/or written agreements between the various governmental employers and their employees who wish to pay their dues in this manner.

7. Article III, Section 4 of the West Virginia Constitution states, in pertinent part:

No bill of attainder, ex post facto law, or law impairing the obligation of a contract, shall be passed.

8. House Bill 2009 unlawfully impairs the obligation of contract as set forth in Article, III, Section 4 of the West Virginia Constitution, eviscerating the decades long contractual agreements made between public employers and their employees for the deduction of union dues and does so without any rational basis.

COUNT 3

Viewpoint Discrimination

9. Payroll deduction is the most effective and efficient method for public employees to share fairly in the financial support for the representational, public education, and political activities of their unions, which is precisely why proponents of House Bill 2009 sought to ban it.

10. Public employment unions function very similarly to private sector unions that have collective bargaining agreements. Like private sector unions, public sector unions provide grievance representations, negotiate for benefits including wages, health benefits, and retirement (albeit in the context of negotiating with governmental entities for statutory changes rather than a collective

bargaining agreement). The statutory and regulatory scheme for public employees is akin to a collective bargaining agreement. Additionally, public employees have a contractual relationship with their unions. They are third-party beneficiaries of any agreement that their union makes with a public employer for dues deductions. Like private sector unions, public sector unions engage in speech and association on behalf of their members consistent with the guarantee of the right to free speech protected by Article III, Section 7 of the West Virginia Constitution.

11. By selectively prohibiting public employees from payroll deduction of their union dues, House Bill 2009 interferes with, and impairs the right of, Petitioners to engage in free speech and association protected by Article III, Sections 7 and 16 of the West Virginia Constitution.

12. Article III, Section 7 of the West Virginia Constitution prohibits the government from discriminating among speakers without a compelling justification, because the selective government regulation of speech raises the specter of viewpoint discrimination - that is, favoring or disfavoring speech based on its content or the identity of the speaker.

13. There is no rational explanation for the government's selective discrimination against the speech and association of public school employees and their unions, much less a substantial or compelling one. The discriminatory suppression of constitutionally protected speech and association effected by House Bill 2009 serves no legitimate government interest and constitutes invidious content-based discrimination by government.

14. In the absence of injunctive relief, Petitioners unions will suffer reductions in their dues revenue and will incur significant non-recoverable expenses, which will limit their ability to advocate and further the interest of the employees they represent.

15. The provision of House Bill 2009 will impair the rights of public employees and

union members to further their associational goals through their unions and employee organizations. The harm that House Bill 2009 causes to Petitioners will be irreparable.

COUNT 4

Legislative Animus and Retaliation

16. House Bill 2009 was enacted for the invidious purpose and intended effect of depriving Petitioners of financial support from their members and weakening and suppressing the ability of all petitioners to engage in constitutionally protected speech and collective activity.

17. House Bill 2009 was enacted in response to, and in retaliation for, political action by Petitioners. The proponents of House Bill 2009 sought to punish Petitioners for engaging in lawful and constitutionally protected speech and associational activity and to hinder them from engaging in it any further. There is simply no other arguable purpose for House Bill 2009.

18. House Bill 2009 expressly authorizes payroll deduction for numerous employee-selected purposes but specifically prohibits payroll deductions only for “unions, labor organizations, and clubs,” thereby targeting for adverse treatment *only* employee-selected purposes relating to associational activities.

19. By targeting employees’ associational activities for adverse treatment without advancing any legitimate, let alone compelling, governmental purpose, House Bill 2009 penalizes Petitioners’ rights of expression and association in violation of Article III, Sections 3, 7, 10, 11, and 16 of the West Virginia Constitution.

20. A government’s regulation and restriction on speech and association for punitive and retaliatory reasons, based on speech, political activity, and viewpoint of the speaker, is a violation of Article III, Section 7 of the West Virginia Constitution.

21. In the absence of injunctive relief, Petitioners will suffer irreparable harm and infringement of their rights to free speech and association. House Bill 2009 and Respondent's enforcement of the law will result in irreparable harm to Petitioners' exercise of free speech and association.

PRAYER FOR RELIEF

Petitioners respectfully request that this Court:

A. Declare that House Bill 2009 violates Petitioners' equal protection rights guaranteed to them by Article III, Sections 1, 3 and 10 of the West Virginia Constitution to the extent set forth in this Complaint;

B. Declare that House Bill 2009 violates the Contracts Clause, Article III, Section 4, of the West Virginia Constitution to the extent set forth in this Complaint;

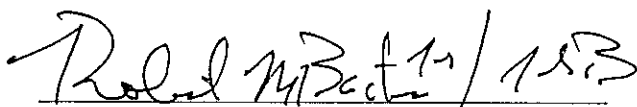
C. Declare that House Bill 2009 violates Petitioners' constitutional rights to freedom of speech and association and their right to Equal Protection under Article III, Sections 1, 3, and 10 of the West Virginia Constitution, by selectively and differentially regulating them based on their viewpoints and in retaliation for their exercise of their rights to free speech, association, and political activity; and

D. Declare that House Bill 2009 penalizes Petitioners' exercise of their rights of speech and association without any legitimate purpose and thereby violates Article III, Sections 3, 7, 10, 11, and 16 of the West Virginia Constitution.

E. Issue a preliminary and permanent injunction against enforcement of House Bill 2009's prohibition on payroll deduction of public employees' union dues by Respondent, Respondent's agents, or anyone acting in concert with Respondent or under the authority of House Bill 2009;

F. Order Respondent to reimburse Petitioners for their reasonable attorneys' fees and costs in bringing this action; and

G. Grant such other relief as the Court deems just.



Robert M. Bastress, Jr., Esquire (SBID #263)

Post Office Box 1295

Morgantown, WV 26507-1295

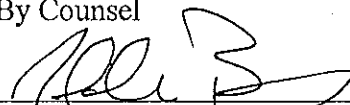
(304) 293-5308 telephone

(304) 293-6891 facsimile

Counsel for Petitioners

WEST VIRGINIA AFL-CIO, et al.

By Counsel



Jeffrey G. Blaydes, (SBID # 6473)

BLAYDES LAW, PLLC

2442 Kanawha Blvd. E.

Charleston, WV 25311

(304) 342-3650 telephone

Counsel for Petitioners

VERIFICATIONS

VERIFICATION OF JOSH SWORD

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

Josh Sword, President of the West Virginia AFL-CIO, Petitioner, named in the foregoing *Verified Complaint of the West Virginia AFL-CIO, Seeking a Preliminary Injunction, Permanent Injunction and Declaratory Judgment*, having been first duly sworn, says the facts and allegations therein contained are true, except insofar as they are herein stated to be on information, and so far as they are therein stated to be on information I believe them to be true.



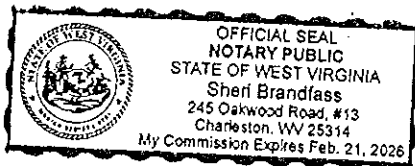
Josh Sword

Taken, subscribed and sworn to before me this 18th day of May, 2021.

My commission expires February 26, 2026.



NOTARY PUBLIC



VERIFICATION OF FRED ALBERT

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

Fred Albert, as President of American Federation of Teachers - West Virginia, AFL-CIO, Petitioner, named in the foregoing *Verified Complaint of the West Virginia American Federation of Teachers, et al., Seeking a Preliminary Injunction, Permanent Injunction and Declaratory Judgment*, having been first duly sworn, says the facts and allegations therein contained are true, except insofar as they are herein stated to be on information, and so far as they are therein stated to be on information, I believe them to be true.

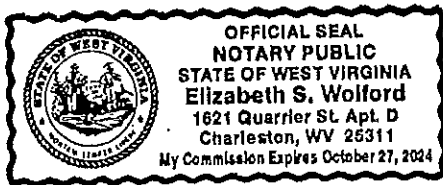
Fred R. Albert

Fred Albert

Taken, subscribed and sworn to before me this 17th day of May, 2021.

My commission expires October 27, 2024.

Elizabeth S. Wolford
NOTARY PUBLIC

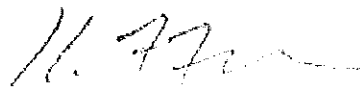


VERIFICATION OF KEVIN FAGAN

STATE OF WEST VIRGINIA,

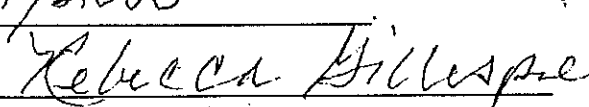
COUNTY OF KANAWHA, TO-WIT:

Kevin Fagan, Representative of The International Union, United Mine Workers of America, Petitioner, named in the foregoing *Verified Complaint of The International Union, United Mine Workers of America, Seeking a Preliminary Injunction, Permanent Injunction and Declaratory Judgment*, having been first duly sworn, says the facts and allegations therein contained are true, except insofar as they are herein stated to be on information, and so far as they are therein stated to be on information, I believe them to be true.

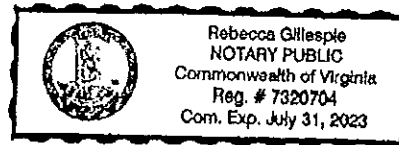


Kevin Fagan

Taken, subscribed and sworn to before me this 17th day of May,
2021.

My commission expires 7/31/2023


NOTARY PUBLIC



VERIFICATION OF ELAINE A. HARRIS

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

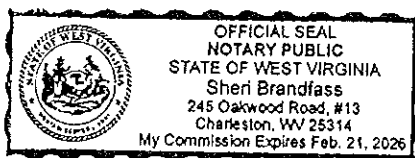
Elaine A. Harris, Representative of the Communications Workers of America, District 2-13, AFL-CIO, Petitioner, named in the foregoing *Verified Complaint of the Communications Workers of America, District 2-13, AFL-CIO, Seeking a Preliminary Injunction, Permanent Injunction and Declaratory Judgment*, having been first duly sworn, says the facts and allegations therein contained are true, except insofar as they are herein stated to be on information, and so far as they are therein stated to be on information, I believe them to be true.

Elaine A. Harris
Elaine A. Harris

Taken, subscribed and sworn to before me this 12th day of May, 2021.

My commission expires February 21, 2026.

Sheri Brandfass
NOTARY PUBLIC




VERIFICATION OF MYRON BOGCESS

STATE OF WEST VIRGINIA,

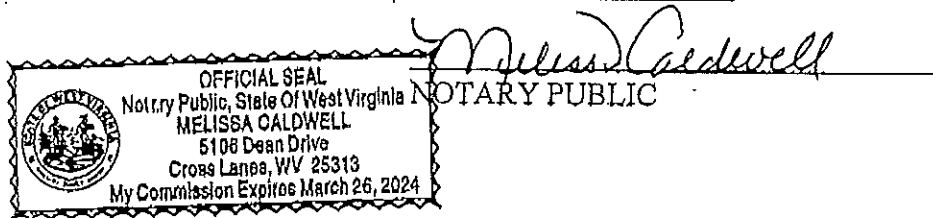
COUNTY OF KANAWHA, TO-WIT:

Myron Bogcess, Representative of the Professional Firefighters of West Virginia, Petitioner, named in the foregoing *Verified Complaint of the Professional Firefighters of West Virginia, Seeking a Preliminary Injunction, Permanent Injunction and Declaratory Judgment*, having been first duly sworn, says the facts and allegations therein contained are true, except insofar as they are herein stated to be on information, and so far as they are therein stated to be on information, I believe them to be true.


Myron Bogcess

Taken, subscribed and sworn to before me this 17th day of May, 2021.

My commission expires March 26, 2024.

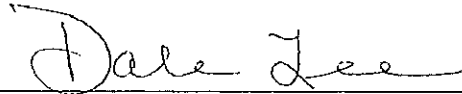


VERIFICATION OF DALE LEE

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

Dale Lee, Representative of the West Virginia Education Association, Petitioner, named in the foregoing *Verified Complaint of the West Virginia Education Association, Seeking a Preliminary Injunction, Permanent Injunction and Declaratory Judgment*, having been first duly sworn, says the facts and allegations therein contained are true, except insofar as they are herein stated to be on information, and so far as they are therein stated to be on information, I believe them to be true.



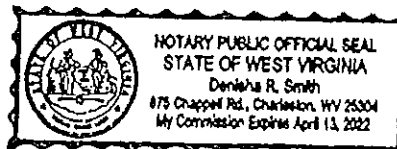
Dale Lee

Taken, subscribed and sworn to before me this 18th day of May, 2021.

My commission expires April 13, 2022.



NOTARY PUBLIC

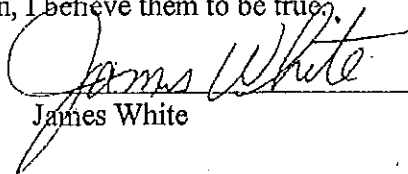


VERIFICATION OF JAMES WHITE

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

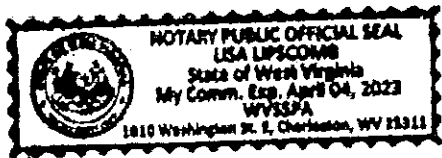
James White, Representative of the West Virginia School Service Personnel Association, Petitioner, named in the foregoing *Verified Complaint of the West Virginia School Service Personnel Association, Seeking a Preliminary Injunction, Permanent Injunction and Declaratory Judgment*, having been first duly sworn, says the facts and allegations therein contained are true, except insofar as they are herein stated to be on information, and so far as they are therein stated to be on information, I believe them to be true.


James White

Taken, subscribed and sworn to before me this 17th day of May, 2021.

My commission expires April 4, 2023.


NOTARY PUBLIC

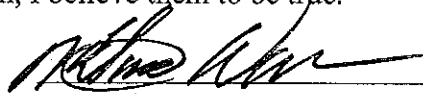


VERIFICATION OF H. STEPHEN WALKER

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

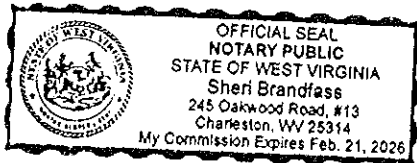
H. Stephen Walker, Representative of West Virginia State Lodge of the Fraternal Order of Police, Petitioner, named in the foregoing *Verified Complaint of the West Virginia State Lodge of the Fraternal Order of Police, Seeking a Preliminary Injunction, Permanent Injunction and Declaratory Judgment*, having been first duly sworn, says the facts and allegations therein contained are true, except insofar as they are herein stated to be on information, and so far as they are therein stated to be on information, I believe them to be true.



H. Stephen Walker

Taken, subscribed and sworn to before me this 19th day of May, 2021.

My commission expires February 21, 2026.





NOTARY PUBLIC

VERIFICATION OF HEATHER ANDERSON

STATE OF WEST VIRGINIA,

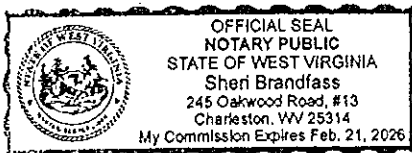
COUNTY OF KANAWHA, TO-WIT:

Heather Anderson, Representative of District 8 of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Petitioner, named in the foregoing *Verified Complaint of District 8 of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Seeking a Preliminary Injunction, Permanent Injunction and Declaratory Judgment*, having been first duly sworn, says the facts and allegations therein contained are true, except insofar as they are herein stated to be on information, and so far as they are therein stated to be on information, I believe them to be true.

Heather Anderson
Heather Anderson

Taken, subscribed and sworn to before me this 17th day of May, 2021.

My commission expires February 21, 2026.



Sheri Brandfass
NOTARY PUBLIC

VERIFICATION OF ELAINE A. HARRIS

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

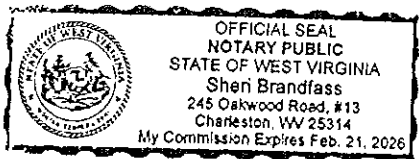
Elaine A. Harris, Representative of the CWA/NCPSO Local 2055/West Virginia Division of Corrections and Rehabilitation, Petitioner, named in the foregoing *Verified Complaint of the CWA/NCPSO Local 2055/West Virginia Division of Corrections and Rehabilitation, Seeking a Preliminary Injunction, Permanent Injunction and Declaratory Judgment*, having been first duly sworn, says the facts and allegations therein contained are true, except insofar as they are herein stated to be on information, and so far as they are therein stated to be on information, I believe them to be true.

Elaine A. Harris
Elaine A. Harris

Taken, subscribed and sworn to before me this 12th day of May, 2021.

My commission expires February 21, 2026.

Sheri Brandfass
NOTARY PUBLIC



VERIFICATION OF ELAINE A. HARRIS

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

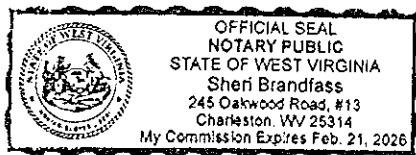
Elaine A. Harris, Representative of the West Virginia Troopers Association/CWA Local 2019, Petitioner, named in the foregoing *Verified Complaint of the West Virginia Troopers Association/CWA Local 2019, Seeking a Preliminary Injunction, Permanent Injunction and Declaratory Judgment*, having been first duly sworn, says the facts and allegations therein contained are true, except insofar as they are herein stated to be on information, and so far as they are therein stated to be on information, I believe them to be true.

Elaine A. Harris
Elaine A. Harris

Taken, subscribed and sworn to before me this 12th day of May, 2021.

My commission expires February 21, 2026.

Sheri Brandfass
NOTARY PUBLIC



VERIFICATION OF ELAINE A. HARRIS

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

Elaine A. Harris, Representative of the CWA Local 2001/West Virginia Alcohol Beverage Control Administration Agency, named in the foregoing *Verified Complaint of the CWA Local 2001/West Virginia Alcohol Beverage Control Administration Agency, Seeking a Preliminary Injunction, Permanent Injunction and Declaratory Judgment*, having been first duly sworn, says the facts and allegations therein contained are true, except insofar as they are herein stated to be on information, and so far as they are therein stated to be on information, I believe them to be true.

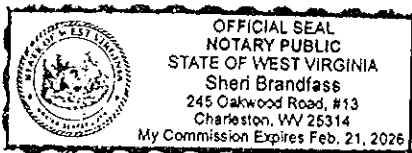
Elaine A. Harris

Elaine A. Harris

Taken, subscribed and sworn to before me this 18th day of May, 2021.

My commission expires February 21, 2026.

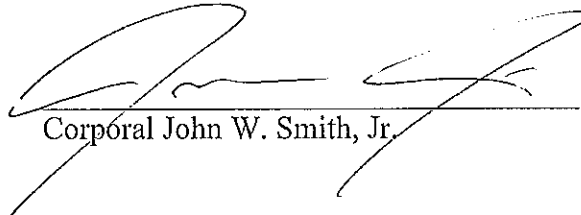
Sheri Brandfass
NOTARY PUBLIC



VERIFICATION OF CORPORAL J. W. SMITH, JR.

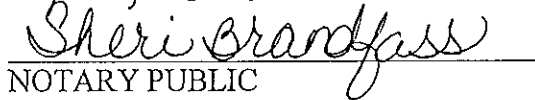
STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

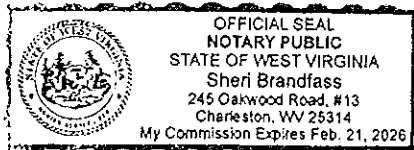
Corporal J. W. Smith, Jr., Petitioner, named in the foregoing *Verified Complaint of Corporal J. W. Smith, Seeking a Preliminary Injunction, Permanent Injunction and Declaratory Judgment*, having been first duly sworn, says the facts and allegations therein contained are true, except insofar as they are herein stated to be on information, and so far as they are therein stated to be on information, I believe them to be true.


Corporal John W. Smith, Jr.

Taken, subscribed and sworn to before me this 17th day of May, 2021.

My commission expires February 21, 2026.

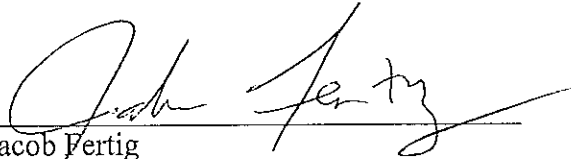

NOTARY PUBLIC



VERIFICATION OF CORPORAL JACOB FERTIG

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT:

Jacob Fertig, Petitioner, named in the foregoing *Verified Complaint of Jacob Fertig, Seeking a Preliminary Injunction, Permanent Injunction and Declaratory Judgment*, having been first duly sworn, says the facts and allegations therein contained are true, except insofar as they are herein stated to be on information, and so far as they are therein stated to be on information, I believe them to be true.



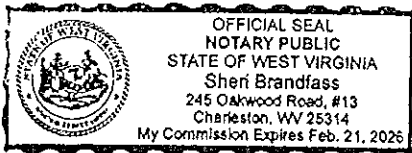
Jacob Fertig

Taken, subscribed and sworn to before me this 12th day of May, 2021.

My commission expires February 21, 2026.



NOTARY PUBLIC



EXHIBITS

AFFIDAVIT

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT;

I, Bob Brown, being first duly sworn, come forth and depose and say as follows:

1 I have been employed by the American Federation of Teachers – West Virginia (“AFT-WV”) or the American Federation of Teachers (“AFT”) since 1981. I currently serve as Assistant to the President of the American Federation Teachers. I have worked on State and National staff for AFT-WV for 40 years. I have worked for AFT-WV or AFT for approximately 11 years and the AFT for nearly 30 years. I provide technical assistance to AFT-WV including a primary assignment with the West Virginia Legislature. I also oversee the Reconnecting McDowell Project.

2. As of May 1, 2021, business records of AFT-WV reflect that AFT-WV represents 53 locals with members consisting of (1) classroom teachers and other certified professionals in the public schools of West Virginia; (2) school service personnel employees in the schools of West Virginia; and (3) faculty members in institutions of higher education in West Virginia. As of May 1, 2021, AFT-WV represented approximately 10,000 public education employees in West Virginia.

3. Throughout my service with AFT-WV, every county board of education has entered into an agreement to withhold dues on behalf of the members of AFT-WV. This practice started prior to 1981 and has continued uninterrupted. In 1982, I negotiated payroll deductions with Raleigh County, West Virginia. In order to obtain payroll deduction, we had to have at least 25 members. Nearly every member of AFT-WV who is employed by a county board of education has agreed to have his or her dues withheld from their paycheck by a county

board of education. Once the dues are withheld – as with every other withholding made by a county board of education – the withholdings are transferred to the county AFT-WV at issue and then portions are distributed to the National AFT and AFT-WV.

4. Where school boards have agreed to deduct union dues and an employee has authorized this deduction, their agreement continues from year to year unless the board of education is notified in writing by the employee or the employee's association to cancel the auto draft and remission of dues.

5. AFT-WV members commonly have charitable deductions and supplemental private insurance paid via payroll deduction in the same manner as union dues.

6. This system of payroll deduction is the most efficient and effective way to collect dues. Moreover, this system of payroll deduction benefits public education employers because it allows them to provide an additional service to its employees (similar to charitable and private insurance deductions) that contributes to industrial peace and harmony in the workplace. Of course, it provides efficiency for education employees by automatically providing this withholding service.

7. I am unaware of any complaint by a public education employer related to the decades-old payroll deduction system. Rather, it is a service that has benefitted all parties.

8. I am unaware of any meaningful cost to a public education employer for providing the service of payroll deduction of dues inasmuch as it provides this service to other similarly situated entities such as charitable organizations and private insurance companies.

9. I am unaware of any instance where a public education employer has terminated the payroll deduction of dues with AFT-WV.

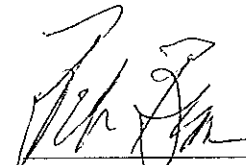
10. Most, if not all, public education employees in West Virginia are paid on a

10-month basis. In other words, their salaries are spread over September through June each school year. Dues for AFT-WV are collected during those months and collection of dues ceases during July and August and resumes again in September.

11. It is my opinion that if county boards of education are required to cease collection of dues as of July 17, 2021, or the effective date of House Bill 2009, AFT-WV will suffer substantial and irreparable economic harm. Moreover, its members will suffer substantial and irreparable economic harm. It is my opinion that if the collection of dues by county boards of education is not permitted to occur, it will result in a substantial increase in the number of members who become delinquent in the payment of their dues.

12. As a result of this possibility, AFT-WV has had to redirect a significant portion of their time into collecting dues which results in a corresponding reduction in the amount of time AFT-WV may spend on its representational activities on behalf of its members. This includes grievance representation, disciplinary representation, RIF and transfer representation, tasks related to AFT-WV summer school which assists teachers in obtaining certification, and other employee representation. Clearly, the reduction in time has an adverse impact on the members of AFT-WV, as well as the educational system as a whole. For example, there are many times where a county board of education will work with our union representatives to avoid grievances or address matter related to RIF and transfer prior to an adverse employment action taking place. Such proactive work that benefits the public and the school systems as a whole will be jeopardized as the resources of AFT-WV must turn toward dues collection. Notably, union representatives will also have to expend substantial time collecting dues that were owed and not paid, as well as the collection of current dues. In particular, union representatives will have to expend substantial time transferring members to a new system for dues collection – which has been unnecessary for approximately fifty years.

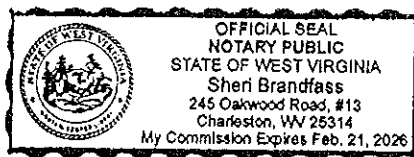
Further, deponent sayeth naught.



Bob Brown

Taken, subscribed and sworn to before me this 13th day of May, 2021.

My commission expires February 21, 2026.





NOTARY PUBLIC

AFFIDAVIT

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT;

I, Elaine A. Harris, being first duly sworn, come forth and depose and say as follows:

1. I have been employed by the Communications Workers of America ("CWA") since April 1, 1995. I currently serve as CWA International Staff Representative for District 2-13. My responsibilities include, but not limited to, representation in grievances, arbitrations, negotiations, dues deductions by State agencies and legislative political coordinator for all locals in West Virginia on the state and national levels.

2. As of May 1, 2021, business records of CWA reflect that CWA represents:

(1) the West Virginia Troopers Association/CWA/NCPSO Local 2019;

(2) WV Alcohol and Beverage Control Administration Employees/CWA Local 2001; and

(3) West Virginia Division of Corrections and Rehabilitation Employees/CWA/NCPSO Local 2055. As of May 1, 2021, CWA represented over 2,100 public employees in West Virginia.

3. The State Auditor has entered into agreements with CWA to withhold dues. This practice started decades ago and has continued uninterrupted for at least forty (40) years. Every member of CWA who is employed by the State of West Virginia has agreed to have his or her dues withheld from their paycheck by the State Auditor. Once the dues are withheld – as with every other withholding made by the State Auditor – the withholdings are transferred to CWA.

4. These agreements to deduct union dues continues from year to year unless the State Auditor is notified in writing by the employee or the employees union or association to

cancel the auto draft and remission of their dues.

5. This system of payroll deduction is the most efficient and effective way to collect dues. Moreover, this system of payroll deduction benefits public employers because it allows them to provide an additional service to its employees (similar to charitable and private insurance deductions) that contributes to industrial peace and harmony in the workplace. Of course, it provides efficiency for public employees by automatically providing this withholding service.

6. Even with House Bill 2009, the State of West Virginia will continue to deduct from employee wages contributions to the Correctional Peace Officers Foundation. This fund provides financial support to employees in corrections who are in emergency need. Additionally, the State of West Virginia will continue to deduct from employee wages charitable contributions and private insurance payments.

7. I am unaware of any complaint by a public employer related to the decades-old payroll deduction system. Rather, it is a service that has benefitted all parties.

8. I am unaware of any meaningful cost to a public employer for providing the service of payroll deduction of dues inasmuch as it provides this service to other similarly situated entities such as charitable organizations and private insurance companies.

9. I am unaware of any instance where a public employer has terminated the payroll deduction of dues with CWA.

10. It is my opinion that if the State of West Virginia is required to cease collection of dues as of July 17, 2021, or the effective date of House Bill 2009, CWA will suffer substantial and irreparable economic harm. Moreover, its members will suffer substantial and irreparable economic harm. It is my opinion that if the collection of dues by the State of West Virginia is not permitted to occur, it will result in a substantial increase in the number of members who

become delinquent in the payment of their dues.

11. As a result of this possibility, CWA has had to redirect a significant portion of their time into collecting dues which results in a corresponding reduction in the amount of time CWA can spend on its representational activities on behalf of its members. This includes grievance representation, disciplinary representation, and other employee representation. Clearly, the reduction in time has an adverse impact on the members of CWA. Notably, union representatives will also have to expend substantial time collecting dues that were owed and not paid, as well as the collection of current dues. In particular, union representatives will have to expend substantial time transferring members to a new system for dues collection – which has been unnecessary for years.

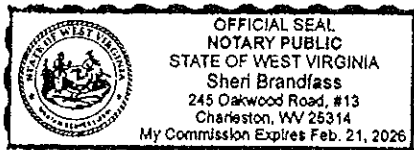
Further, deponent sayeth naught.

Elaine A. Harris
Elaine A. Harris

Taken, subscribed and sworn to before me this 12th day of May, 2021.

My commission expires February 21, 2026.

Sheri Brandfass
NOTARY PUBLIC



AFFIDAVIT

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT;

I, JAMES WHITE, being first duly sworn, come forth and depose and say as follows:

1. I serve as Executive Director of the West Virginia School Service Personnel Association ("WVSSPA"). I am responsible for the day to day operations of the WVSSPA business, policy activities and member services.

2. WVSSPA represents school employees who work as bus operators, cooks, custodians, secretaries, classroom aides and maintenance. Our state employees consist of employees from the Department of Highways, Department of Health and Human Resources, the West Virginia School for the Deaf and Blind and the Department of Motor Vehicles.

3. I have served as the Executive Director of WVSSPA for more than seven years. Prior to that, I held the positions of Political Director for approximately fifteen months and was a Field Staff representative for over six years. Prior to working for WVSSPA, I was a service personnel employee in Logan County, West Virginia, for sixteen years.

4. It is my understanding that WVSSPA has been receiving dues in the form of payroll deductions since 1965, or for approximately 55 years.

5. Every county board of education has entered into an agreement to withhold dues on behalf of the members of WVSSPA. Nearly every member of WVSSPA who is employed by a county board of education has agreed to have his or her dues withheld from their paycheck by a county board of education. Similarly, most of our state employees have their dues withheld by their employers.

6. Where school boards have agreed to deduct union dues and an employee has authorized this deduction, their agreement continues from year to year unless the board of education is notified in writing by the employee or the employee's association to cancel the auto draft and remission of dues.

7. This system of payroll deduction is the most efficient and effective way to collect dues. Moreover, this system of payroll deduction benefits public education employers because it allows them to provide an additional service to its employees (similar to charitable and private insurance deductions) that contributes to industrial peace and harmony in the workplace. Of course, it provides efficiency for education employees by automatically providing this withholding service.

8. In addition to the deduction of union dues, county and state employers deduct a host of other payments. Payments to private insurance companies like AFLAC, American Fidelity, and others are made by public employers. Paycheck deductions are also made for charitable contributions, memorial funds, scholarship funds and foundation donations. Additionally, paycheck deductions are made for New York Life Annuities and insurance; VOYA Financial Services; savings and/or checking account deposits at, *inter alia*, United, JP Morgan, and Huntington Banks. Other paycheck deductions are made for child support, collections actions, and retirement loans. For example, in Boone County, West Virginia, payroll deductions (exclusive of unions dues include):

- AFLAC Insurance
- Washington National, Inc
- American Fidelity
- American Heritage Life
- American-Amicable Life Ins.
- Amer. Gen. Life and Accident
- Trustmark Ins. Co.
- Credit Union

Credit Union Dir Dep
Huntington Banks Dir Dep
JPMorgan Chase D Dep
United Bank DD Savings
Boone Co. Comm. Foundation
R. McCormick Fund
C.Scott Memorial Fund
Big Coal Scholarship Fund
FBMC Optical/Dental Ins.
FBMC-ARAG Group Legal Ins.
Pioneer Credit Recovery
City of Madison Svc Fee Yr
City of Madison Ser. Fee
Judgement Pa Higher Edu AA
Lloyd and McDaniels
US Dept. Of Education
Judgement-Child Sup Emforc
WV Child Support
Miscellaneous Café Plan
Primerica - TSA
Ameriprise Financial - TSA
New York Life/Annuity TSA
New York Life Insurance Co
VOYA Financial Svcs
Variable - TSA (VALIC)
WV Retirement Plus
Retirement Loans

All of these deductions will continue after June 17, 2021, while deductions of union dues will not. Upon information and belief, no club dues are actually taken out of any paychecks by paycheck deduction.

9. I am unaware of any complaint by a public education employer related to the decades-old payroll deduction system. Rather, it is a service that has benefitted all parties.

10. I am unaware of any meaningful cost to a public education employer for providing the service of payroll deduction of dues inasmuch as it provides this service to other similarly situated entities such as charitable organizations and private insurance companies.

11. I am unaware of any instance where a public education employer has terminated

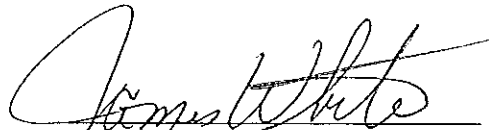
the payroll deduction of dues with WVSSPA. Nor am I aware of any instance where a State employer has terminated payroll deductions of dues with WVSSPA.

12. Many of our members are paid on a ten-month basis. In other words, their salaries are spread over September through June each school year. Dues for WVSSPA are collected during those months and collection of dues ceases during July and August and resumes again in September. Other WVSSPA members who work for county board of education and all who work for the State are paid on a twelve-month contract. Those twelve-month employees have their dues deducted from their paychecks each month of the year.

13. It is my opinion that if county boards of education are required to cease collection of dues as of June 17, 2021, or the effective date of House Bill 2009, WVSSPA will suffer substantial and irreparable economic harm. Moreover, its members will suffer substantial and irreparable economic harm. It is my opinion that if the collection of dues by county boards of education is not permitted to occur, it will result in a substantial increase in the number of members who become delinquent in the payment of their dues.

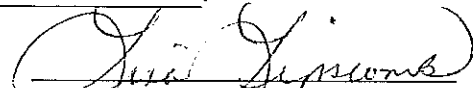
14. As a result of this possibility, WVSSPA staff has had to redirect a significant portion of their time into collecting dues which results in a corresponding reduction in the amount of time it may spend on its representational activities on behalf of its members. This includes grievance representation, disciplinary representation, and other employee representation. Clearly, the reduction in time has an adverse impact on the members of WVSSPA, as well as the educational system as a whole. Notably, union representatives will also have to expend substantial time collecting dues that were owed and not paid, as well as the collection of current dues. In particular, union representatives will have to expend substantial time transferring members to a new system for dues collection – which has been unnecessary for approximately fifty years.

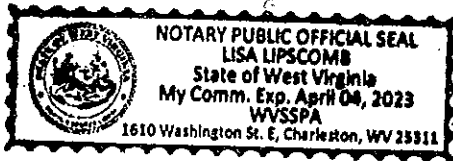
Further, deponent sayeth naught.


James White

Taken, subscribed and sworn to before me this 13 day of May, 2021.

My commission expires 4-4-2023.


NOTARY PUBLIC



AFFIDAVIT

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT;

I, Jacob Fertig, being first duly sworn, come forth and depose and say as follows:

1. I have been employed as a teacher in Kanawha County Schools for eight years. My first year I taught as a substitute teacher. I have been a full-time teacher for the last seven years. I currently teach at Riverside High School.
2. I have been a member of the AFT-WV for eight years. I have had my union dues deducted from my paycheck for the entire time. My union dues continue to be deducted from my paycheck.
3. This agreement to have my dues deducted by Kanawha County Schools has been in place for eight years and is to continue uninterrupted unless I or AFT-WV notify my employer in writing that I no longer wish to have my dues deducted in this manner.
4. It is my desire that paycheck deduction of my union dues continue. This practice has been a convenience for me throughout my tenure with the Kanawha County Schools. I am aware that other deductions are taken out of employee paychecks and I have elected to have my PEIA premiums deducted from my paycheck. My paycheck represents money that I have earned and I believe that I should be able to have it deducted for union dues as I have for the last eight years.
5. I serve as the Vice President of the American Federation of Teachers -- West Virginia, Kanawha County Local.

6. Based upon my use of the payroll deduction system as an employee and as a union representative, it is my opinion that this system of payroll deduction is the most efficient and effective way to collect dues. Moreover, this system of payroll deduction benefits public employers because it allows them to provide an additional service to its employees (similar to charitable and private insurance deductions) that contributes to industrial peace and harmony in the workplace. Of course, it provides efficiency for education employees by automatically providing this withholding service.

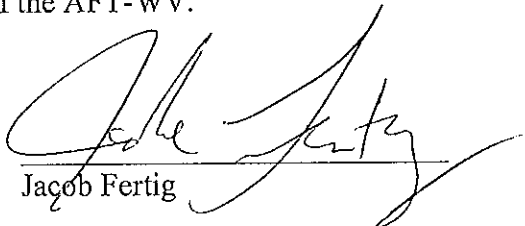
7. I am unaware of any complaint by my employer related to the decades-old payroll deduction system. Rather, it is a service that has benefitted all parties.

8. I am unaware of any meaningful cost to my employer for providing the service of payroll deduction of dues inasmuch as it provides this service to other similarly situated entities such as charitable organizations and private insurance companies.

9. It is my opinion that if my employer is required to cease collection of dues as of July 17, 2021, or the effective date of House Bill 2009, AFT-WV will suffer substantial and irreparable economic harm. Moreover, its members will suffer substantial and irreparable economic harm. It is my opinion that if the collection of dues by my employer is not permitted to occur, it will result in a substantial increase in the number of members who become delinquent in the payment of their dues.

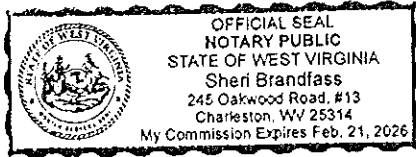
10. As a result of this possibility, the AFT-WV has had to redirect a significant portion of their time into collecting dues which results in a corresponding reduction in the amount of time it may spend on its representational activities on behalf of its members. The reduction in time has an adverse impact on the members of the AFT-WV.

Further, deponent sayeth naught.


Jacob Fertig

Taken, subscribed and sworn to before me this 12th day of May, 2021.

My commission expires February 21, 2026.



Sheri Brandfass
NOTARY PUBLIC

AFFIDAVIT

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, TO-WIT;

I, Ella Long, being first duly sworn, come forth and depose and say as follows:

1. I have been employed by the Boone County Board of Education for approximately twenty-seven years. I have worked in the finance department for twenty-four years and have supervised payroll for the last four years.

2. I oversee the process of the deduction of private payments to insurance companies, banks, charitable organizations, labor organizations, among other entities. There are approximately 40 deductions for private entities including five labor unions or associations in Boone County. All of these deductions are set up at the beginning of the school year. It takes approximately three days for one employee to set up all of these deductions for the school year. Once the deductions are set up, our computerized system automatically deducts the payments to these private organizations. There is virtually no other labor utilized throughout the school year to perform this function. The only time that I will work on these deductions during the school year is if an employee cancels a deduction or is off work for an extended period of time due to workers compensation or the like. Once the deductions are made by the computer, another employee prints and sends the checks periodically.

3. I am a member of the West Virginia School Service Personnel (WVSSPA). I currently serve as Secretary of the WVSSPA for Boone County.

4. I have had my union dues deducted by Boone County Schools for 25 years and, by agreement, will continue to have my dues deducted until I or the WVSSPA notify my employer that I no longer wish to have my dues deducted in this manner.

Exhibit 5

5. It is my desire that paycheck deduction of my union dues continue. The practice has been a convenience for me throughout my tenure with Boone County Schools.

6. Based upon my use of the payroll deduction system as an employee and as a union representative, it is my opinion that this system of payroll deduction is the most efficient and effective way to collect dues. Moreover, this system of payroll deduction benefits public employers because it allows them to provide an additional service to its employees (similar to charitable and private insurance deductions) that contributes to industrial peace and harmony in the workplace. Of course, it provides efficiency for education employees by automatically providing this withholding service.

7. I am unaware of any complaint by my employer related to the decades-old payroll deduction system. Rather, it is a service that has benefitted all parties.

8. I am unaware of any meaningful cost to my employer for providing the service of payroll deduction of dues inasmuch as it provides this service to other similarly situated entities such as charitable organizations and private insurance companies.

9. It is my opinion that if my employer is required to cease collection of dues as of July 17, 2021, or the effective date of House Bill 2009, WVSSPA will suffer substantial and irreparable economic harm. Moreover, its members will suffer substantial and irreparable economic harm. It is my opinion that if the collection of dues by my employer is not permitted to occur, it will result in a substantial increase in the number of members who become delinquent in the payment of their dues.

10. As a result of this possibility, the WVSSPA has had to redirect a significant portion of their time into collecting dues which results in a corresponding reduction in the amount of time it may spend on its representational activities on behalf of its members. The

reduction in time has an adverse impact on the members of the WVSSPA.

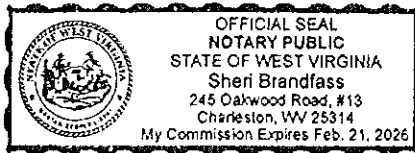
Further, deponent sayeth naught.

Ella Long
Ella Long

Taken, subscribed and sworn to before me this 14th day of May, 2021.

My commission expires February 21, 2026.

Sheri Brandfass
NOTARY PUBLIC



AFFIDAVIT

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT;

I, Corporal John W. Smith, Jr., being first duly sworn, come forth and depose and say as follows:

1. I have been employed as a Trooper for the State of West Virginia since January of 2000. I currently hold the rank of Corporal.

2. Since I started my employment as a State Trooper, I have also been a member of the West Virginia Troopers Association/CWA Local 2019. My union dues have always been deducted from my paycheck. The deduction of my dues by the State of West Virginia from my paycheck has continued uninterrupted since 2000 without any further action by myself. My dues are currently deducted from my paycheck by the State of West Virginia.

3. This agreement continues from year to year, unless the State is notified in writing by me or the West Virginia Troopers Association to cancel auto draft and remission dues.

4. It is my desire that the paycheck deduction of my dues continue. This practice has been a convenience for me throughout my tenure with the State of West Virginia.

5. I serve as the Troop 8 representative for the West Virginia Troopers Association. Troop 8 represents undercover, polygraph and other investigative staff of the State Police.

6. Based upon my use of the payroll deduction system as an employee and as a union representative, it is my opinion that this system of payroll deduction is the most efficient and effective way to collect dues. Moreover, this system of payroll deduction benefits public employers because it allows them to provide an additional service to its employees (similar to charitable and private insurance deductions) that contributes to industrial peace and harmony in

the workplace. Of course, it provides efficiency for State employees by automatically providing this withholding service.

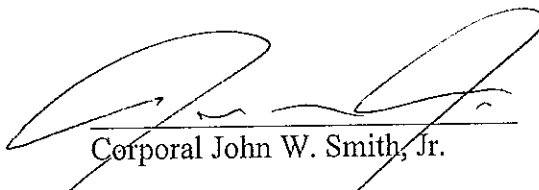
7. I am unaware of any complaint by my employer related to the decades-old payroll deduction system. Rather, it is a service that has benefitted all parties.

8. I am unaware of any meaningful cost to my employer for providing the service of payroll deduction of dues inasmuch as it provides this service to other similarly situated entities such as charitable organizations and private insurance companies.

9. It is my opinion that if my employer is required to cease collection of dues as of July 17, 2021, or the effective date of House Bill 2009, the West Virginia Troopers Association will suffer substantial and irreparable economic harm. Moreover, its members will suffer substantial and irreparable economic harm. It is my opinion that if the collection of dues by my employer is not permitted to occur, it will result in a substantial increase in the number of members who become delinquent in the payment of their dues.

10. As a result of this possibility, the West Virginia Troopers Association has had to redirect a significant portion of their time into collecting dues which results in a corresponding reduction in the amount of time it may spend on its representational activities on behalf of its members. The reduction in time has an adverse impact on the members of the West Virginia Troopers Association.

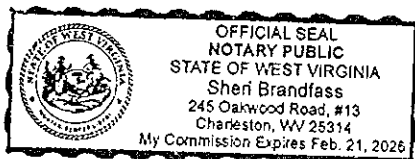
Further, deponent sayeth naught.


Corporal John W. Smith, Jr.

Taken, subscribed and sworn to before me this 17th day of May, 2021.

My commission expires February 21, 2026.


NOTARY PUBLIC



MEMORANDUM OF AGREEMENT BETWEEN THE WAYNE COUNTY BOARD OF EDUCATION

AND THE

WEST VIRGINIA SCHOOL SERVICE PERSONNEL ASSOCIATION

AND THE

WEST VIRGINIA EDUCATION ASSOCIATION

This memorandum of agreement made this the 28th day of June, 2018, by and between the Wayne County Board of Education hereinafter referred to as "the Board", and the West Virginia School Service Personnel Association, WVSSA and the West Virginia Education Association, WVEA hereinafter referred to collectively as "the Associations".

WHEREAS the Board and the Associations recognize that the paramount responsibility and interest of the parties hereto is the welfare and education of the students of Wayne County and that this recognized responsibility has first priority in any actions of the parties.

WHEREAS the Board recognizes the Associations as the negotiating representatives for those school employees who are members of said Associations.

WHEREAS the Associations recognize that the Superintendent of Wayne County Schools will be the negotiating representative of the Board.

WHEREAS it is understood that the current laws of the state of West Virginia as outlined in West Virginia Code will be the controlling authority regarding conditions of employment. It is further understood that should a condition of employment not be covered by West Virginia Code, then the terms of this agreement will be controlling.

EMPLOYMENT:

1. All hiring to include the rehiring of probationary employees and substitutes shall occur pursuant to the provisions of West Virginia Code.
2. All seniority calculations shall occur pursuant to West Virginia Law. Regular seniority shall begin the first day the employee works in a regular position.
3. If more than one employee begins work in a regular position for the first time on the same day thus creating a tie, then a random selection process will be utilized by the Personnel Office to "break the tie" and establish the seniority of the effected employees.
4. On any day in which buses are not running for student attendance there will be no mandatory Lube nor bus maintenance.
5. All drivers shall remain employed by the Board unless they are terminated, non-renewed, reduced-in-force, or transferred pursuant to the provisions of West Virginia Code.
6. All new runs and vacancies shall be posted, bid and awarded pursuant to the provisions of West Virginia Code.
7. If the district is aware that a vacancy will exceed 20 days the position will be posted in a timely manner.

8. All postings shall appear on the county web site as well as other locations where employees will be able to see newly posted positions.
9. The transportation department administrators as well as the Superintendent may create new runs or combine runs or parts of runs to best serve the needs of the student and the county. If a bus drivers run is altered and the addition or change is 30 minutes or less than the driver shall make the change. If a drivers run is altered the driver may discuss the matter with the Superintendent or Superintendents designee. Should the concern not be resolved amicably the driver may utilize the Grievance Procedure as set forth in West Virginia Code.
10. Personnel actions which are disciplinary or evaluative in nature shall conform to the requirements of West Virginia Code to include allowing a representative to be present with the employee during disciplinary conferences.

VACATION:

1. Vacation shall be awarded to regularly employed service personnel pursuant to Policy 4433.

WAGES:

1. All employees shall receive salary as calculated by the West Virginia school employee salary scale plus any board approved increase.
2. All regular school bus drivers shall be employed for a period not to exceed 205 days. The additional 5 days will be utilized during non-paid or non-instructional days within the school calendar and/or immediately following the instructional term and will be used to perform interior or exterior maintenance duties to their buses.
3. Each driver will complete a detailed list of all duties performed during the additional 5 contract days and the dates of their performance to be submitted to the Director of Transportation no later than June 1 of each year.
4. Overtime is hours worked in excess of 40 hours per week.
5. The work day of a transportation aide shall begin when the aide meets the bus and the bus departs to begin its run.
6. The work day of a transportation aide shall end when the transportation aide exits the bus at the end of their run.
7. An aide working hours over their regular work schedule for the day in question shall receive extra pay for any extra hours worked. Overtime pay will be calculated for any hours worked in excess of 40 hours per work week.

DUES:

1. The school board will allow for the auto draft of the payment of dues to the employees association and will remit the auto drafted amounts to the Associations address for payments.
2. If an employee has authorized auto draft for the payment of their dues said auto draft will continue from year to year unless the Board is notified in writing by the employee or the employee Association to cancel the auto draft and remission of their dues.

UNIFORMS/EQUIPMENT:

1. The Board shall provide an initial uniform allowance of \$400.00 to new drivers, mechanics, and maintenance employees for the purchase of uniforms.
2. The Board shall then provide a yearly allowance of \$350.00 to drivers, mechanics, and maintenance employees for the replacement cost of uniforms. If employees utilize a uniform service for cleaning and replacement, the allowance will not be paid.
3. The Board shall provide \$350.00 per year for the cost of uniforms for school cooks and custodians.
4. The employee shall only wear their uniform while performing work for the Board.
5. The employee shall keep his/her uniform clean and presentable at all times.
6. The Board shall provide a reimbursement of up to \$50.00 to all regular custodians seeking to purchase special shoes for their work related duties.
7. The Board shall provide prescription safety glasses for employees required to wear safety glasses while performing duties for the Board.
8. Any employee provided a uniform by the county will be required to wear the uniform while performing work related duties.
9. The Board shall provide \$225 per year for required safety footwear.

MECHANICS:

1. All regular mechanics shall be provided \$500.00 per year for the purchase of and or replacement of tools to be used in the repair and maintenance of school buses. The purchase shall be approved by the transportation director.
2. The reimbursement shall be prorated based on the number of months the employee is employed as a mechanic during the employment term and the reimbursement will occur at the end of the year.

SUMMER EMPLOYMENT:

1. Summer employment shall be awarded pursuant to the provisions of West Virginia Code.
2. Drivers wishing to sign up for short term summer runs must sign up at the bus garage on the last instructional day of school.
3. Short term summer runs will be awarded on the basis of seniority.

SUBSTITUTE DRIVERS:

1. Substitute drivers shall be employed pursuant to the provisions of West Virginia Code.
2. When a vacancy is posted for a regular position it will be awarded to the substitute driver with the highest substitute seniority.
3. Substitute seniority is established on the first day worked by the employee.
4. Random selection will be used to establish seniority if there is a tie between employees.
5. If an employee has been called to substitute on a run he or she will remain in that run until removed from that run for cause, or until the substitute assignment is no longer needed.
6. The appropriate supervisor may call a substitute for another substitute that is required to miss his or her substitute assignment due to illness, death in the family or medical emergency.

7. Only the transportation director or his administrative supervisory designee will be permitted to call out substitutes.
8. Substitutes will not be permitted to do night runs. If no regular driver agrees to take an extra duty run then it will revert to the original driver to whom the run was assigned. If there is an unforeseen emergency than assignment of the run will occur pursuant to emergency run call out procedures.

EXTRA TRIPS (EXTRA DUTY NIGHT RUNS):

1. Each year at the opening of school within the first 5 attendance days all drivers in all High School attendance areas, desiring to make paid extra duty night runs shall sign a duty roster.
2. Signing the duty roster shall be the sole responsibility of the driver.
3. The rotation of the duty roster shall be determined by seniority and runs will be awarded accordingly.
4. Each year the rotation shall start over at the opening of school with the most senior driver on the list.
5. Failure to sign the roster within the first 5 attendance days will result in being passed over during the first rotation of the roster.
6. Relocating or bidding from one attendance area to another and signing a new roster will result in being passed over during the first rotation of the roster.
7. Refusing or failing to accept a run will result in being passed over during the first rotation of the roster.
8. Three refusals in one school year will result in being removed from the roster for the remainder of the year.
9. A driver may only sign up in their assigned area/district and may appear on only one night roster with the exception of a needed "Draft".
10. A draft may occur if there is a shortage of drivers having signed the duty roster in any given area at any time resulting in drivers from other areas being "drafted" to perform in an area that is not their own.
11. A driver drafted to another attendance area for service does not forfeit his or her turn on their own attendance area roster.
12. Night runs are defined as those that begin during the day and are not scheduled to return until after a driver's evening run and runs that begin after a driver's evening run, or on weekends or holidays.
13. Drivers may utilize 30 minutes to clean the bus after a run. A maximum of 60 minutes will be allowed with written justification for the additional needed time.
14. Drivers will be paid 1/7 of their daily rate per hour for extra duty night run trips.
15. If a driver is assigned an extra duty night run trip beginning while school is still in session or at time school is let out and does not make his or her regular evening run, 2 hours pay will be deducted from his extracurricular run pay. The same 2 hour deduction shall occur anytime a driver misses his morning run due to an extra duty trip or night trip. Any hours devoted to an extra duty or night trip will be paid at 1/7 of the driver's daily rate per extra hour.
16. All requirements, laws or pay calculation directions of the Fair Labor Standards Act will be followed to include overtime payments.

17. Drivers will be notified not less than 24 hours in advance nor more than 48 hours in advance when possible on all day or night runs.
18. Drivers will be notified of cancellations 24 hours in advance or as soon as possible.
19. If the driver is not notified of the cancellation 24 hours in advance or as soon as possible and the driver arrives to complete the run, the driver will be paid \$20.00
20. No driver will be permitted to trade any assignment to include extra duty night runs with another driver and doing so may result in non-payment to either driver.
21. Drivers making runs from the extra duty night list must drive the day before the run as well as the day of the run in order to be eligible for such runs.
22. Anytime a run is determined to be an emergency by the transportation director and a driver is needed the administrative or supervisory person attempting to fill the run will contact drivers in order of seniority in an effort to fill the run. If two drivers have been called and refused or if it becomes a true emergency to transport children the administrative or supervisory person may contact any available driver to complete the run.
23. When a driver is on a contractual run they cannot make any extra duty runs that interfere with the performance of their assigned contractual run.
24. Lease runs and rental runs will be awarded from the overall county seniority list.
25. When there are multiple extra-duty runs occurring on the same day, the driver up first will have his/her choice of the runs occurring that day. The awarding of these runs will be done by rotation.
26. All extra duty special education runs will be assigned by rotation according to West Virginia Code 18A-4-8b among special education drivers on day runs only.
27. Vocational Technical runs are to be bid with time and rate of pay on the posting.
28. Drivers cannot volunteer their time for extracurricular runs or leases runs. All extracurricular runs are to be compensated at the rates set in this agreement.

ATTENDANCE AREAS:

1. Wayne High School – Wayne Middle, Wayne Elementary, Genoa, East Lynn, Lavalette
2. Spring Valley High School – Kellogg Elementary, Ceredo-Kenova Elementary, Buffalo Elementary, Vinson Middle, Ceredo-Kenova Middle, Buffalo Middle
3. Tolsia High School – Crum PreK-8, Fort Gay PreK-8, Dunlow Elementary, Prichard Elementary

EXTRA-CURRICULAR RUNS:

1. Any extra-curricular run over and beyond the drivers daily regular morning and evening run shall be compensated above their daily wage at a rate of 1/7 the drivers daily rate.
2. Payment for extra-curricular runs will be a minimum of 2 hours pay.
3. Any driver who has a contractual run is not eligible to make a daytime run that conflicts with his or her regularly scheduled run.
4. Extra-curricular runs shall be bid and awarded based on seniority.
5. No bus driver shall have more than one extra-curricular bus run between his or her morning and afternoon runs unless there are more runs available than drivers

STEP UP OPPORTUNITIES:

1. Step up opportunities will be offered on the basis of seniority (rotating list) to regular drivers , if no driver accepts the step up position a substitute shall be assigned to the position until the regular employee returns.
2. If a driver is awarded a step up position they will remain in the position until the status of the position changes.
3. If a driver is absent they will be allowed to return to the step up position as long as the absence is board approved.

MISCELLANEOUS:

1. The Association may consult with the Board at the public hearing budget meeting proceeding the approval of the budget.
2. The Association may submit written requests regarding the preparation of the annual budget.
3. All contractual practices noticed in this memorandum shall remain in effect unless circumstances require changes.
4. The Association may meet with the Superintendent to discuss any problems they may have in accordance with this memorandum.
5. Bulletin Board space will be provided for use by the Association where employees reporting to work will have access to the same.
6. At the discretion of the county drivers may be permitted to park their buses at home.
7. Current Drivers (Drivers who are under contract to complete a specific run at the date of this agreement)and beginning drivers, meaning those drivers with 0 to 3 years of regular bus driver employment, who are permitted to park their bus at their home must live within 20 miles of their route. Within 3 years, all bus drivers that park at home must be on a route within 8 miles of his/her residence. Failure to bid on a route within an 8 mile radius of the starting or ending location of the driver's route within 3 years will result in the driver losing approval to park the bus at home. The Transportation Supervisor will designate an assigned parking spot.
8. Any driver parking a bus at home will sign an agreement with the county.
9. No driver shall operate a bus that has been being repaired until the shop foreman, or appropriate supervisor has advised the driver that the bus has been released to be driven.
10. Buses driven to secondary work locations will be permitted if it is determined to be a financial or other benefit to the county. Drivers seeking to park their assigned bus at a secondary location will sign an agreement with the county.
11. Any issues not addressed specifically by this memorandum will be determined by West Virginia Code.

DENTAL AND OPTICAL INSURANCE:

1. The Board agrees to continue to provide dental and optical insurance for all Wayne County Board of Education employees and qualifying family members so long as funds are available to do so.

TERMS OF THE AGREEMENT:

1. This agreement shall become effective upon approval by the Board for a period of one year.
2. This agreement shall renew each year unless either party notifies the other in writing with 60 days written notice prior to July 1.
3. This agreement may be changed upon mutual agreement of the parties at any time by seeking immediate approval by the Board of Education of the updated agreement.



1610 Washington St. E, Charleston, WV 25311

MEMBERSHIP APPLICATION

Referred by: _____

County of Employment: _____ Employee ID: _____ Work Location: _____

Name: _____ Home E-Mail: _____

Address: _____ Home Phone: _____ Cell Phone: _____

City: _____ State: _____ Zip: _____ Work Phone: _____

CIRCLE CLASSIFICATION CATEGORY:

- Custodial
- Maintenance
- Office
- School Lunch
- Transportation
- Teacher Aide

CIRCLE MEMBER STATUS:

- Regular Member
- Substitute Member
- Retiree Member

CHECK ONE:

- CASH (Check, Money Order)
- PAYROLL DEDUCTION

Attn. Payroll: Please discontinue dues for:

AFT WVEA United Other _____

A percentage of membership dues goes to the WVSSPA Political Action Committee for the use in local and state political activities. This amount is automatically included in the membership dues, however, the contribution is voluntary. Any member who does not wish to make this voluntary contribution may file a written request to WVSSPA between July 1 and July 31 for a refund of the contribution for the preceding year.

The Following Applies to Payroll Deduction Only: I hereby attest that I am a continuing member of my service personnel association, and in accordance with the laws of the State, hereby assign to the West Virginia School Service Personnel Association such money as necessary to pay the annual cost of the dues for my service personnel association membership, the said amount to be deducted from the salary due me from my County Board of Education, and in such manner as agreed between the Board and my county school service personnel association. It is understood that this assignment is entirely optional, with me reserving the right to cancel such for any succeeding year before Sept. 1 in writing to the county board of education.

Signed: _____ Date: _____

COMMUNICATIONS WORKERS OF AMERICA

APPLICATION FOR MEMBERSHIP/AUTHORIZATION FOR PAYROLL DEDUCTION

Name (Please Print) _____

Home Address _____

City _____ State _____ Zip _____

Employer or Agency _____

Work Location _____ County _____

City _____ State _____ Zip _____

Beneficiary for Life Insurance	Relationship	Birthdate
Name _____		
Address _____		
City _____	State _____	Zip _____

--	--	--

Social Security Number

--	--	--

Date of Birth

--	--

Home Phone

--	--

Work Phone

--

Home E-Mail

I hereby apply for membership in CWA Local 2055 and I authorize the State Auditor to deduct from my salary a total of fifteen dollars (\$15.00) per month in 2 installments of \$7.50 each and remit to CWA membership dues in the stated amount certified by the Secretary-Treasurer of CWA provided that I may revoke such deduction authorization during an annual 30 day period beginning May 1.



Employee Signature _____

Date _____

FOLD HERE AND SEAL AT TOP WITH TAPE

COMMUNICATIONS WORKERS OF AMERICA

APPLICATION FOR MEMBERSHIP/AUTHORIZATION FOR PAYROLL DEDUCTION

Name (Please Print) _____

Home Address _____

City _____ State _____ Zip _____

Employer or Agency _____

Work Location _____ County _____

City _____ State _____ Zip _____

Beneficiary for Life Insurance	Relationship	Birthdate
Name _____	_____	_____
Address _____		
City _____ State _____ Zip _____		

--	--	--

Social Security Number

--	--	--

Date of Birth

--	--

Home Phone

--	--

Work Phone

--

Home E-Mail

I hereby apply for membership in CWA Local 2055 and I authorize the State Auditor to deduct from my salary a total of one hundred eighty two dollars (\$182.00) per year in 26 installments of \$7.00 each and remit to CWA membership dues in the stated amount certified by the Secretary-Treasurer of CWA provided that I may revoke such deduction authorization during an annual 30 day period beginning May 1.

Employee Signature

Date

FOLD HERE AND SEAL AT TOP WITH TAPE

Membership Authorization
West Virginia Troopers Association
210 Chesapeake Avenue
Charleston, WV 25311

To: State Auditor
 Capitol Building
 Charleston, WV 25305

West Virginia State Police

Account Number

Payroll Number

I understand that the monthly dues will automatically be deducted from my payroll.

Name _____ Social Security No. _____ Date of Birth _____ Sex _____

Home Address _____ City, State, Zip _____ Home Telephone _____

I hereby authorize the State Auditor to deduct from my salary and remit to the West Virginia Troopers Association, Inc., the hourly rate of a one (1) year Trooper after training (which currently is \$22.01 per month), which said payments will be deducted in equal installments per paycheck of \$10.15 each, said dues for the year 2021 and every year thereafter commencing from _____, 2021, that I may revoke such deduction authorization during an annual thirty (30) day period beginning May 1st.

I understand that \$2.00 of my dues per month will go into the WVTA PAC. If I choose not to participate in said WVTA PAC, I must write a letter to WVTA between May 1st and June 1st of each year requesting that previous year's contribution be refunded to me by the WVTA PAC. Contributions to WVTA PAC are not charitable contributions for federal income tax purposes. Dues payments may be deductible as a miscellaneous itemized deduction.

Signature of Member _____

Date _____

Members Data

Marital Status: _____ Permanent ID Number: _____
 Spouse Name: _____ Spouse Date of Birth: _____
 Spouse Social Security No.: _____
 Name of Child: _____ Date of Birth: _____
 Name of Child: _____ Date of Birth: _____
 Name of Child: _____ Date of Birth: _____
 Name of Child: _____ Date of Birth: _____
 Education: _____
 Duty Station and Address: _____

 Duty Station Phone Number: _____ Rank: _____
 Enlistment Date: _____ Cadet Class: _____
 Personal E-Mail: _____

COMMUNICATIONS WORKERS OF AMERICA
APPLICATION FOR MEMBERSHIP/AUTHORIZATION FOR PAYROLL DEDUCTION

Name (Please Print) _____

Social Security Number

Home Address _____

Date of Birth

City _____ State _____ Zip _____

Employer or Agency _____

Work Location _____ County _____

Home Phone

City _____ State _____ Zip _____

Work Phone

Beneficiary for Life Insurance _____ Relationship _____ Date of Birth _____

Home E-mail

Name _____

Address _____

City _____ State _____ Zip _____

I hereby apply for membership in CWA Local 2001, and I authorize the State Auditor to deduct from my salary a total of one hundred eighty two dollars (\$182.00) per year in 26 installments of \$7.00 each and remit to CWA membership dues in the stated amount certified by the Secretary-Treasurer of CWA provided that I may revoke such deduction authorization during an annual 30-day period beginning May 1.

Employee Signature

Date

PROG - PAI-6815
 DATE - 12/18/20
 TIME - 13:21:03

Deduction Register
 Summary for Period Ending
 12/22/20

PROFORMA

Deduction	Code	Employee Amount	Employer Amount	Subject Amount	Employees
FICA-SOCIAL SECURITY	FICA US	63,234.26	63,234.26	1,019,631.18	556
FICA-MEDICARE	FICA USX	14,839.18	14,839.18	1,022,390.95	556
INSURANCE ADJUSTMENT	INSADJ	.00	.00	.00	0
PEIA-EMP W/SPOUSE & CHILD	PAF	.00	.00	.00	0
PEIA-EMP W/SPOUSE & CHILD	PAFB	.00	.00	.00	0
PEIA-W/EMP SPOUSE & CHILD	PAFP	.00	.00	.00	0
PEIA-W/EMP SPOUSE & CHILD	PAFPB	.00	.00	.00	0
PEIA-SUB-EMP W/SPOUSE & CH	PAFS	211.00	811.00	2,007.10	1
PEIA-W/EMP SPOUSE ONLY	PAFX	.00	.00	.00	0
PEIA-W/SPOUSE ONLY	PAFY	.00	.00	.00	0
PEIA-EMPLOYEE ONLY	PAVE	.00	.00	.00	0
PEIA-EMPLOYEE ONLY	PAS	.00	.00	.00	0
PEIA-EMPLOYEE ONLY	PASB	.00	.00	.00	0
PEIA-EMP W/CHILD(REN)	PASC	.00	.00	.00	0
PEIA-EMP W/CHILDREN	PASCB	.00	.00	.00	0
PEIA-EMP W/CHILDREN	PASCD	.00	.00	.00	0
PEIA-EMPLOYEE ONLY	PASFC	.00	.00	.00	0
PEIA-EMPLOYEE ONLY	PASFD	.00	.00	.00	0
PEIA-SUB-EMPLOYEE ONLY	PASS	63.00	316.00	2,129.20	1
PEIA-W/SPOUSE & CHILD(REN)	PBF	.00	.00	.00	0
HEALTH PLAN EMP-ONLY PLANA	PHPA	.00	.00	.00	0
HEALTH PLAN EMP-ONLY PLANB	PHPB	.00	.00	.00	0
HEALTH PLAN EMP-ONLY PLANC	PHPC	.00	.00	.00	0
HEALTH PLAN CHLD PLAN A	PHPCB	.00	.00	.00	0
HEALTH PLAN FAMILY PLAN A	PHPPA	.00	.00	.00	0
HEALTH PLAN FAMILY PLAN B	PHPPB	.00	.00	.00	0
HEALTH PLAN FAMILY PLAN C	PHPPC	.00	.00	.00	0
PEIA-HEALTH/BASIC LIFE SUB	PLAS	.00	4.80	4,136.30	2
PEIA-OPTIONAL LIFE	PLEA1	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEA10	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEA11	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEA12	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEA13	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEA14	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEA15	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEA3	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEA4	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEA5	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEA6	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEA7	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEA8	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEB10	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEB14	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEB5	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEB6	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLEB9	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFC10	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFC11	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFC12	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFC3	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFC4	.00	.00	.00	0

PROG - PAI.681S
 DATE - 12/18/20
 TIME - 13:21:03

Deduction Register
 Summary For Period Ending
 12/22/20

25TH

PROFORMA

Deduction	Code	Employee Amount	Employer Amount	Subject Amount	Employees
PELA-OPTIONAL LIFE	PLFC5	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFC6	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFC8	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFC9	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFD1	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFD10	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFD11	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFD13	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFD14	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFD15	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFD2	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFD4	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFD5	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFD6	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFD7	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFD8	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFE10	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFE11	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFE12	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFE13	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFE14	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFE2	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFE4	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFE5	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFE6	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFE7	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFE8	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFE9	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFF1	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFF10	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFF11	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFF12	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFF15	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFF18	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFF2	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFF3	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFF5	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFF6	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFF7	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFF8	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFF9	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFG1	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFG10	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFG11	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFG12	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFG18	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFG2	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFG3	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFG4	.00	.00	.00	0
PELA-OPTIONAL LIFE	PLFG5	.00	.00	.00	0

PROG - PAI.681S
 DATE - 12/18/20
 TIME - 13:21:03

Deduction Register
 Summary For Period Ending
 12/22/20

25TH

PROFORMA

Deduction	Code	Employee Amount	Employer Amount	Subject Amount	Employees
PEIA-OPTIONAL LIFE	PLFG6	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFG9	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFH0	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFH1	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFH11	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFH12	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFH2	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFH3	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFH4	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFH5	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFH6	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFH7	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFH8	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFH9	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFH10	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFH11	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFH10	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFJ2	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PLFJ6	.00	.00	.00	0
PEIA-DEPENDENT LIFE	PLFK1	.00	.00	.00	0
PEIA-DEPENDENT LIFE	PLFK2	.00	.00	.00	0
PEIA-DEPENDENT LIFE	PLFK3	.00	.00	.00	0
PEIA-DEPENDENT LIFE	PLFK4	.00	.00	.00	0
PEIA-DEPENDENT LIFE	PLFK5	.00	.00	.00	0
PEIA-LIFE INS ADJ	PLF1	.00	.00	.00	0
PEIA-RHBT SUBS	PRHBT	.00	.00	.00	0
XPEIA-EMP W/SPOUSE & CHLD	PKAF	.00	320.00	4,136.30	2
XPEIA-EMP W/SPOUSE & CHLD	PKAFB	.00	.00	.00	0
XPEIA-W/EMP SPOUSE & CHLD	PKAFP	.00	.00	.00	0
XPEIA-W/EMP SPOUSE & CHLD	PKAFPB	.00	.00	.00	0
XPEIA-W/EMP SPOUSE ONLY	PKAFX	.00	.00	.00	0
XPEIA-W/SPOUSE ONLY	PKAFY	.00	.00	.00	0
XPEIA-EMPLOYEE ONLY	PKAS	.00	.00	.00	0
XPEIA-EMP W/CHILD(REN)	PKASC	.00	.00	.00	0
XPEIA-OPTIONAL LIFE 125	PKLFB	.00	.00	.00	0
XPEIA-OPTIONAL LIFE-125	PKLFB5	.00	.00	.00	0
XPEIA-OPTIONAL LIFE-125	PKLFD	.00	.00	.00	0
XPEIA-OPTIONAL LIFE 125	PKLFE	.00	.00	.00	0
XPEIA-OPTIONAL LIFE 125	PKLFE2	.00	.00	.00	0
XPEIA-OPTIONAL LIFE 125	PKLFE5	.00	.00	.00	0
XPEIA-OPTIONAL LIFE 125	PKLFG1	.00	.00	.00	0
XPEIA-OPTIONAL LIFE 125	PKLFG2	.00	.00	.00	0
XPEIA-OPTIONAL LIFE 125	PKLFG3	.00	.00	.00	0
XPEIA-OPTIONAL LIFE 125	PKLFG5	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PKLFG6	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PKLFG4	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PKLFG6	.00	.00	.00	0
PEIA-OPTIONAL LIFE	PKLFG5	.00	.00	.00	0
RETIREMENT-DEFINED BENEFIT	RETI	3,166.27	7,915.64	52,770.95	21
RETIREMENT-DEFINED CONTRIB	RETI1	1,631.23	2,718.70	36,249.58	18
RETIREMENT-TRS	RETI4	40,057.94	50,072.29	667,630.53	341
RETIREMENT-TRS (RETI4)	RETI4	10,057.26	12,571.55	167,620.44	115

PROG - PAI 681S
 DATE - 12/18/20
 TIME - 13:21:03

Deduction Register
 Summary For Period Ending
 12/22/20

PROFORMA

25TH

Deduction

	Code	Employee Amount	Employer Amount	Subject Amount	Employees
FEDERAL WITHHOLDING TAX	TAX US	96,117.87	.00	963,295.75	556
WV STATE INCOME TAX	TAX WV	48,418.01	.00	963,295.75	556
WORKERS' COMP CODE 8868	WC	.00	3,418.51	876,570.99	425
WORKERS' COMP CODE 7380	WCOMP	.00	4.68	466.88	2
WORKERS' COMP CODE 9101	WCL	.00	2,337.80	58,431.08	47
AFLAC INSURANCE	WC2	.00	4,443.45	87,349.81	84
WASHINGTON NATIONAL INC	204	197.92	.00	.00	8
AMERICAN FIDELITY	205	5,627.56	.00	.00	131
AMERICAN HERITAGE LIFE	211	13.68	.00	.00	1
AMERICAN-AMICABLE LIFE INS	215	102.01	.00	.00	3
AMER GEN LIFE AND ACCIDENT	221	178.50	.00	.00	7
TRUSTMARK INS. CO.	235	909.07	.00	.00	33
CREDIT UNION DIR DEP	290	79.95	.00	.00	2
HUNTINGTON BANKS DIR DEP	300	190.00	.00	.00	4
JF MORGAN CHASE D DEP	305	3,761.85	.00	.00	22
UNITED BANK DD SAVINGS	311	700.00	.00	.00	1
BOONE CO. COMM. FOUNDATION	313	50.00	.00	.00	1
R-MCCORMICK FUND	315	175.75	.00	.00	1
C-SCOTT MEMORIAL FUND	316	40.25	.00	.00	56
BIG COAL SCHOLARSHIP FUND	317	5.50	.00	.00	15
FPMC OPTICAL/DENTAL INS	318	31.50	.00	.00	4
FPMC-ARAG GROUP LEGAL INS	390	9,850.35	.00	.00	11
PIONEER CREDIT RECOVERY	395	11.50	.00	.00	296
CITY OF MADISON SVC FEE YR	418	.00	.00	.00	2
JUDGEMENT PA HIGHER EDU AA	420	55.00	.00	.00	0
LLOYD AND MCDANIELS	426	282.50	.00	.00	22
US DEPT. OF EDUCATION	427	.00	.00	.00	113
JUDGEMENT-CHILD SUP EMFORC	439	232.02	.00	.00	0
WV CHILD SUPPORT	470	.00	.00	.00	1
MISCELLANEOUS CAFE PLAN	489	1,065.20	.00	.00	0
PRIMERICA - TSA	490	356.78	.00	.00	0
AMERIPRISE FINANCIAL-TSA	500	427.81	.00	.00	3
NEW YORK LIFE/ANNUITY TSA	550	150.00	.00	.00	19
NEW YORK LIFE INSURANCE CO	580	50.00	.00	.00	2
VOYA FINANCIAL SVCS	585	81.00	.00	.00	1
VARIABLE-TSA (VALIC)	600	77.56	.00	.00	1
WV RETIREMENT PLUS	660	2,780.00	.00	.00	4
WV RETIREMENT PLUS	672	526.50	.00	.00	20
WVEA - DUES	700	595.00	.00	.00	5
WVFT - DUES	821	100.04	.00	.00	12
WV PROF EDUCATORS - DUES	896	1,461.86	.00	.00	1
WVSSPR-SERV PERSONNEL DUES	897	5,152.64	.00	.00	55
WVFT SERVICE DUES	899	10.00	.00	.00	184
WVFT SERVICE DUES	899	2,498.70	.00	.00	1
WVFT SERVICE DUES	899	135.23	.00	.00	124
Totals		315,849.25	163,007.86		12



Jim Justice

Governor of West Virginia

April 26, 2017

VIA HAND DELIVERY

The Honorable Mae Whiters
Secretary of State
State of West Virginia
Building 1, Suite 157-K
State Capitol
Charleston, West Virginia 25305

Re: Enrolled Committee Substitute for Senate Bill 239

Dear Secretary Whiters:

Pursuant to the provisions of section fourteen, article VII of the Constitution of West Virginia, I hereby disapprove and veto Enrolled Committee Substitute for Senate Bill 239.

This bill creates a significant hardship on employers and employees for a convenient practice that has become commonplace in today's society, authorizing employee payroll deductions. Payroll deductions are used for a variety of purposes, such as employee benefit payments, donations to non-profit organizations (i.e., the United Way) and employee membership dues. Current law requires an employee to complete a payroll deduction authorization prior to any deduction being made by an employer from the employee's paycheck. The authorization continues until the employee changes or discontinues it.

Enrolled Committee Substitute for Senate Bill 239 modifies the definition of deduction to exclude amounts for authorized credit unions, charities, vehicle savings plans, or union or club dues. It places an unnecessary burden on businesses, and an inconvenience on employees and organizations receiving deductions, by mandating the creation of a new wage agreement every year to continue the authorization.

Therefore, I disapprove and veto Enrolled Committee Substitute for Senate Bill 239.

Sincerely,

Jim Justice
Governor

cc: The Hon. Tim Arnesen
Speaker of the House of Delegates
The Hon. Mitch Canineo
President of the Senate
State Capitol 1900 Kanawha Blvd., East, Charleston, WV 25305 (800) 668-2000

CWA/NCPSO LOCAL 2055 (CORRECTIONS OFFICERS & SUPPORT STAFF)

MEMBERSHIP DUES INCOME: (Employees working in the Division of Corrections & Rehabilitation Statewide (Correctional/Jail and Juvenile Facilities & Central Office are eligible to be members of Local 2055.)

ACTIVE - \$7.00 per member – 26 Pay Periods

RETIREES – UPON RETIREMENT – they are provided a Lifetime Membership Card from the CWA International Union @ No Charge.

BENEFITS TO MEMBERS FROM MONTHLY DUES:

CWA PER CAPITA DUES - \$3.00 PER MEMBER PER MONTH (Provides Access to National/District Resources – i.e. Research, Health & Safety & National Legislative – National Coalition of Public Safety Officers (NCPSO)

ACCESS/AFFILIATE TO WV AFL-CIO – PER CAPITA DUES PAID MONTHLY BY CWA

ACCESS/PARTNERSHIP WITH AMERICAN CORRECTIONS ASSOCIATION/ONE VOICE – NATIONWIDE CORRECTIONS GROUP WORKING COLLABORATIVELY FOR THE BENEFIT OF ALL CORRECTIONAL WORKERS

CWA UNION PRIVILEGE PROGRAMS INCLUDING MASTERCARD SERVICES

ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE FOR MEMBERS (other optional insurance/benefit services available to members & their families)

LOCAL OFFICERS/FULL TIME STAFF REPRESENTATIVE TO INTERFACE WITH DHS SECRETARY & DOC&R COMMISSIONER ON BEHALF OF MEMBERSHIP

FULL- TIME LOBBYIST – STATE & FEDERAL LEVELS

FULL- TIME ORGANIZER/FIELD REPRESENTATIVES – TRAVELS/ON SITE TO ALL DOC&R FACILITIES STATEWIDE

TRAINED STEWARDS/CONTACTS AT ALL DOC&R FACILITIES STATEWIDE

BENEFITS LIASION – PEIA INSURANCE & CPRB PENSION BENEFITS

ANNUAL PUBLIC EMPLOYEE APPRECIATION EVENTS @ THE FACILITIES

FULL MEMBER REPRESENTATION PLAN – ON THE JOB – INVESTIGATIONS/INVESTIGATORY MEETINGS, GRIEVANCES BY CWA REPRESENTATIVES AND/OR LEGAL REPRESENTATION

CWA LOCAL 2055 PROVIDES HARDSHIP ASSISTANCE FOR MEMBERS IN NEED (AS FUNDS PERMIT)

CWA LOCAL 2055 PROVIDES MONETARY SUPPORT TO WV CORRECTIONAL EMPLOYEES FUND (Independent Organization started by Employer/Union with an External Board of Directors – CWA Local

2055 has a representative position on the Board)

CWA LOCAL 2055 PROVIDES CONTRIBUTIONS TO MEMBERS' COMMUNITY ORGANIZATIONS THROUGHOUT THE STATE (ie. Scholarships, Little League Ball Teams, Food Banks to name a few)

LOCAL 2055 HAS AN OFFICE LOCATED AT 2512 KANAWHA BOULEVARD, EAST, CHARLESTON, WV WITH AVAILABLE MEETING ROOM FOR MEMBERSHIP MEETINGS. MEMBERSHIP MEETINGS ARE ALSO HELD IN THE NORTH/NORTH CENTRAL PARTS OF THE STATE ON A ROTATIONAL BASIS WITH THE SOUTHERN PART OF THE STATE. THE LOCAL ALSO HAS THE AVAILABILITY OF ZOOM.

LOSS OF DUES WOULD CAUSE THE SERVICES OF THE LOCAL TO BE CURTAILED AND CEASE TO EXIST. ALSO WOULD CAUSE NONPAYMENT FOR THE FOLLOWING:

FULL TIME EMPLOYEE & ORGANIZER WITH BENEFITS
OFFICE SPACE & AVAILABILITY OF ALL MEMBER BENEFITS LISTED ABOVE

WEST VIRGINIA TROOPERS ASSOCIATION

MEMBERSHIP DUES/INCOME:

ACTIVE - **\$10.15** PER 26 PAY PERIODS - \$263.90 YEARLY
RETIRED - **\$5.00/\$7.00** PER MONTH - \$60.00/\$84.00 YEARLY

BENEFITS PAID FROM MONTHLY DUES:

CWA PER CAPITA DUES - **\$3.00** PER MEMBER PER MONTH

LIFE INSURANCE COVERAGE THRU BOSTON MUTUAL INSURANCE CO.
(**\$5,000** FOR MEMBER, **\$2,500** FOR SPOUSE, **\$1,000** FOR CHILD) - **\$4.85**
PER MONTH

WVTA PAC - **\$2.00** PER CAPITA (RETIRED MEMBERS PAYING **\$5.00** MONTHLY
DUES DO NOT PAY INTO WVTA PAC). MEMBERS MAY REQUEST RETURN
OF WVTA PAC DUES FOR PREVIOUS YEAR IN APRIL OF EACH YEAR.

OTHER BENEFITS PROVIDED:

FULL-TIME LOBBYIST THRU CWA AFFILIATION

ACCESS TO LEGAL ASSISTANCE VIA ATTORNEY

ACCESS/AFFILIATE TO WV AFL-CIO - PER CAPITA DUES PAID MONTHLY BY CWA

WVTA PROVIDES YEARLY COMPETITIVE SCHOLARSHIP PROGRAM FOR
MEMBER'S WITH CHILDREN GRADUATING HIGH SCHOOL OR ENROLLED IN
COLLEGE - AMOUNT GIVEN DEPENDS ON WVTA
BUDGET

WVTA PROVIDES FINANCIAL HARDSHIP ASSISTANCE FOR MEMBERS IN
NEED - (**\$1,500** PER YEAR AVAILABLE PER MEMBER)

WVTA PROVIDES **\$5,000** ADDITIONAL LIFE INSURANCE THRU ASSOCIATION

WVTA DOES FUNDRAISERS FOR TROOPERS AND/OR TROOPER'S FAMILIES IN
NEED

WVTA PROVIDES ANNUAL WVTA TROOPER OF THE YEAR PROGRAM -
\$1,500 FOR WINNER, **\$250** FOR 4 RUNNER-UPS

BASED UPON FUNDING, WVTA PROVIDES ANNUAL CONFERENCE FOR
MEMBERSHIP (PICNIC AND AWARDS BANQUET)

FULL-TIME OFFICE STAFF AT ASSOCIATION FOR BENEFIT OF MEMBERSHIP

WVTA OFFICE BUILDING WITH MERCHANDISE SALES FOR MEMBERSHIP –

LOSS OF DUES WOULD CAUSE NONPAYMENT OF:

FULL-TIME LOBBYIST

ALL UTILITIES/COSTS FOR WVTA OFFICE BUILDING

FULL-TIME EMPLOYEE

ALL OTHER BENEFITS LISTED ABOVE

WV ALCOHOL BEVERAGE CONTROL ADMINISTRATION (WVABCA) AGENCY
(REPRESENTED BY CWA LOCAL 2001)

MEMBERSHIP DUES/INCOME: (Employees working in WVABCA are eligible to be members. Current membership consists of the Enforcement Agents and is a smaller part of Local 2001's Total Membership.)

ACTIVE - \$7.00 PER 26 PAY PERIODS

RETIREES – UPON RETIREMENT – they are provided a Lifetime Membership Card from the CWA International Union @ no charge.

BENEFITS TO MEMBERS FROM MONTHLY DUES:

CWA PER CAPITA DUES - \$3.00 PER MEMBER PER MONTH (Provides access to National/District Resources – i.e. Research, Health & Safety & National Legislative. National Coalition of Public Safety Officers.

ACCESS/AFFILIATE TO WV AFL-CIO – PER CAPITA DUES PAID MONTHLY BY CWA

CWA UNION PRIVILEGE PROGRAMS INCLUDING MASTERCARD SERVICES

ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE FOR MEMBERS (other optional insurance/benefit services available to members & their families)

LOCAL OFFICERS/FULL TIME STAFF REPRESENTATIVE TO INTERFACE WITH WVABCA COMMISSIONER ON BEHALF OF MEMBERSHIP

FULL-TIME LOBBYIST – STATE & FEDERAL LEVELS

TRAINED STEWARDS THROUGH THE LOCAL

BENEFITS LIAISON – PEIA INSURANCE & CPRB PENSION BENEFITS

FULL MEMBER REPRESENTATION – ON THE JOB – MEETINGS WITH EMPLOYER, INVESTIGATIONS/INVESTIGATORY MEETINGS, GRIEVANCES BY CWA LOCAL OFFICER/STAFF REPRESENTATIVE AND/OR LEGAL REPRESENTATION

CWA LOCAL 2001 PROVIDES CONTRIBUTIONS TO MEMBERS' COMMUNITY ORGANIZATIONS THROUGHOUT THE STATE (i.e. Scholarships, Little League Ball Teams, and Food Banks to name a few)

CWA LOCAL 2001 RAISES MONIES TO ASSIST MEMBERS NEEDING HARDSHIP ASSISTANCE

CWA LOCAL 2001 THROUGH THE LOCAL'S COMMUNITY SERVICES COMMITTEE DOES SCHOLARSHIP DRAWINGS EACH YEAR FOR MEMBERS AND FAMILY MEMBERS.

LOCAL 2001 HAS AN OFFICE BUILDING LOCATED AT 2512 KANAWHA BOULEVARD, EAST, CHARLESTON, WV AND EMPLOYEES OFFICE STAFF; INCLUDING LOCAL OFFICERS AND A FULL TIME

SECRETARY WITH BENEFITS. THE LOCAL ALSO EMPLOYS A LOCAL CLEANING SERVICE. THE LOCAL OWNS THE OFFICE BUILDING AND THEREFORE PAYS ALL PROPRTY TAXES, FEES AS WELL AS MEETING ALL OF THEIR OTHER FINANCIAL OBLIGATIONS AS REQUIRED.

to establish regular paydays less frequently than once in every two weeks: *Provided*, That in no event shall the employee be paid in full less frequently than once each calendar month on a regularly established schedule.

(g) The term "deductions" includes amounts required by law to be withheld, and amounts authorized for union labor organization, or club dues or fees, pension plans, payroll savings plans, credit unions, charities, and ~~hospitalization and medical~~ any form of insurance offered by an employer: *Provided*, That for a public employee, other than a municipal employee covered by a collective bargaining agreement with a municipality which is in effect on July 1, 2021, the term deductions shall not include any amount for union, labor organization, or club dues or fees.

(h) The term "officer" shall include officers or agents in the management of a corporation or firm who knowingly permit the corporation or firm to violate the provisions of this article.

(i) The term "wages due" shall include at least all wages earned up to and including the twelfth day immediately preceding the regular payday.

(j) The term "construction" means the furnishing of work in the fulfillment of a contract for the construction, alteration, decoration, painting, or improvement of a new or existing building, structure, roadway, or pipeline, or any part thereof, or for the alteration, improvement, or development of real property: *Provided*, That construction performed for the owner or lessee of a single family dwelling or a family farming enterprise is excluded.

(k) The term "minerals" means clay, coal, flagstone, gravel, limestone, manganese, sand, sandstone, shale, iron ore, and any other metallurgical ore.

(l) The term "fringe benefits" means any benefit provided an employee or group of employees by an employer, or which is required by law, and includes regular vacation, graduated vacation, floating vacation, holidays, sick leave, personal leave, production incentive bonuses, sickness and accident benefits, and benefits relating to medical and pension coverage.

(m) The term "employer" means any person, firm, or corporation employing any employee.

(n) The term "doing business in this state" means having employees actively engaged in the intended principal activity of the person, firm, or corporation in West Virginia.

(o) The term assignment, as used in §21-5-3 of this code, shall have the same meaning as the term assignment of earnings set forth in §46A-2-116(2)(b) of this code.

§21-5-3. Payment of wages by employers other than railroads; assignments of wages.

(a) Every person, firm, or corporation doing business in this state, except railroad companies as provided in §21-5-1 of this code, shall settle with its employees at least twice every month and with no more

The Committee on the Judiciary moved to amend the bill by striking out everything after the enacting clause and inserting in lieu thereof the following:

CHAPTER 7. COUNTY COMMISSIONS AND OFFICERS.

ARTICLE 5. FISCAL AFFAIRS.

§7-5-25. Prohibition against certain deductions and assignments of earnings from compensation of county officers or employees.

No deductions or assignments of earnings shall be allowed for union, labor organization, or club dues or fees from the compensation of county officers and employees.

CHAPTER 8. MUNICIPAL CORPORATIONS.

ARTICLE 5. ELECTION, APPOINTMENT, QUALIFICATION AND COMPENSATION OF OFFICERS; GENERAL PROVISIONS RELATING TO OFFICERS AND EMPLOYEES; ELECTIONS AND PETITIONS GENERALLY; CONFLICT OF INTEREST.

§8-5-12. Compensation of officers and employees.

(a) Notwithstanding any charter provision to the contrary, the governing body of every municipality shall by ordinance fix or cause to be fixed the salary or compensation of every municipal officer and employee: *Provided*, That the salary of any officer shall not be increased or diminished during his or her term.

(b) The governing body of every municipality shall have plenary power and authority to provide by ordinance for the allowance of time off of officers and employees with pay for vacations and illness and for personnel management incentives, as additional consideration for their services and employment.

(c) No deductions or assignments of earnings shall be allowed for union, labor organization, or club dues or fees from the compensation of officers or employees covered by this section: *Provided*, That this subsection shall not apply to municipal employees covered by a collective bargaining agreement with a municipality which is in effect on July 1, 2021.

CHAPTER 12. PUBLIC MONEYS AND SECURITIES.

ARTICLE 3. APPROPRIATIONS, EXPENDITURES, AND DEDUCTIONS.

§12-3-13b. Voluntary deductions by State Auditor from salaries of employees ~~to pay association dues or fees and~~ to pay supplemental health and life insurance premiums;

voluntary other deductions.

~~(a)~~ Any officer or employee of the State of West Virginia may authorize that a voluntary deduction from his or her net wages be made ~~for the payment of membership dues or fees to an employee-association. Voluntary deductions may also be authorized by an officer or employee~~ for any supplemental health and life insurance premium, subject to prior approval by the Auditor. Such deductions shall be authorized on a form provided by the Auditor of the State of West Virginia and shall state:

~~(a)~~ (1) The identity of the employee;

~~(b)~~ (2) The amount and frequency of such deductions; and

~~(c)~~ (3) The identity and address of the ~~association or~~ insurance company to which such dues shall be paid.

~~(b)~~ Upon execution of such authorization and its receipt by the office of the Auditor, such deductions shall be made in the manner specified on the form and remitted to the designated ~~association or~~ insurance company on the tenth day of each month: *Provided*, That the Auditor may approve and authorize voluntary other deductions, as approved and authorized by the Auditor, may defined under §21-5-1 of this code, to be made in accordance with rules proposed by the Auditor pursuant to §29A-3-1 *et seq.* of this code: *Provided*, however, That deductions shall be made at least twice monthly. Deduction authorizations may be revoked at any time 30 days prior to the date on which the deduction is regularly made and on a form to be provided by the office of the State Auditor ~~: *Provided further*, That nothing in this section shall interfere with or remove any existing arrangement for dues deduction between an employer or any political subdivision of the state and its employees.~~

(c) No deductions or assignments of earnings shall be allowed for union, labor organization, or club dues or fees from the compensation of officers and employees covered by this section.

CHAPTER 18A. SCHOOL PERSONNEL.

ARTICLE 4. SALARIES, WAGES AND OTHER BENEFITS.

§18A-4-9. Payment of teachers and other employees; withholdings.

Teachers and all other employees whose salaries or wages are payable out of the school current fund shall be paid for their services by orders duly signed by the president and secretary of the board in accordance with the following provisions:

(1) Notwithstanding any other provisions of this chapter and §18-1-1 *et seq.* of this code, the number of pays to be made during the school year to the various classes of employees shall be determined by the board: *Provided*, That the sum of such pays for any employee does not exceed the equivalent of an annual salary based upon 12 calendar months.

(2) In the event a teacher or other employee is not paid the full salary or wage earned in the fiscal year in which the work is performed, the unpaid amount may be paid during July and August of the following fiscal year.

(3) Adjustments for time loss due to absence may be made in the next paycheck following such time loss.

(4) The county board may withhold the pay of any teacher or employee until he or she has made the reports required by the board or the state superintendent.

(5) Accompanying the pay of each employee shall be an accounting of gross earnings, all withholdings, and the dollar value of all benefits provided by the state on behalf of the employee.

(6) No deductions or assignments of earnings shall be allowed for union, labor organization, or club dues or fees from the compensation of teachers and other employees covered by this section.

chapter 21. labor

ARTICLE 5. WAGE PAYMENT AND COLLECTION.

§21-5-1. Definitions.

As used in this article:

(a) The term "firm" includes any partnership, association, joint-stock company, trust, division of a corporation, the administrator or executor of the estate of a deceased individual, or the receiver, trustee, or successor of any of the same, or officer thereof, employing any person.

(b) The term "employee" or "employees" includes any person suffered or permitted to work by a person, firm, or corporation, except those classified as an independent contractor pursuant to §21-51-4 of this code.

(c) The term "wages" means compensation for labor or services rendered by an employee, whether the amount is determined on a time, task, piece, commission, or other basis of calculation. As used in §21-5-4, §21-5-5, §21-5-8a, §21-5-10, and §21-5-12 of this code, the term "wages" shall also include then accrued fringe benefits capable of calculation and payable directly to an employee: *Provided*, That nothing herein contained shall require fringe benefits to be calculated contrary to any agreement between an employer and his or her employees which does not contradict the provisions of this article.

(d) The term "commissioner" means Commissioner of Labor or his or her designated representative.

(e) The term "railroad company" includes any firm or corporation engaged primarily in the business of transportation by rail.

(f) The term "special agreement" means an arrangement filed with and approved by the commissioner whereby a person, firm, or corporation is permitted upon a compelling showing of good cause

Date: April 5, 2021
To: Chief School Business Officials
From: W. Clayton Burch, State Superintendent of Schools
Subject: House Bill 2009

House Bill 2009 was passed by the West Virginia and subsequently signed by the Governor on March 30, 2021. The bill is effective ninety days from passage, which is June 17, 2021.

This legislation added a provision to West Virginia Code §18A-4-9(6) which indicates that "No deductions or assignments of earning shall be allowed for union, labor organization, or club dues or fees from the compensation of teachers and other employees covered by this section." Accordingly, county boards of education will no longer be permitted to withhold dues/fees at the voluntary election of county board of education employees for the American Federation of Teachers, West Virginia Education Association, West Virginia Professional Educators, West Virginia School Service Personnel Association, West Virginia Association of Elementary & Middle School Principals, West Virginia Association of Secondary School Principals, or any other union/labor organization/club.

Employees made their individual elections to have union dues withheld for the 2020-21 school year well in advance of passage of HB 2009. It is my understanding that for some county boards of education, the final paychecks from which the 2020-21 union dues will be withheld will be released to employees after the effective date of the legislation. Since the 200 day employment term for the 2020-21 school year will be completed prior to the June 17, 2021 effective date of HB 2009, it is my interpretation that county boards of education are permitted to process the final 2020-21 union dues payments on behalf of employees as originally elected for the current school year. Under no circumstances can a county board of education withhold such dues from employee pay for the 2021-22 school year or any subsequent school year.

If you have any questions regarding this issue, please contact Amy Willard, School Operations Officer, at 304-558-6300 or awillard@k12.wv.us.