

## **CFT Policy Regarding Grants from the Legal Defense Fund**

### **I. Purpose**

The CFT Legal Defense Fund has been established by the CFT By-Laws, Article II, Section 1d. Fifty cents (\$.50) or proportional share of each unit member's monthly per capita and fifty cents (\$.50) or proportional share paid monthly for any persons in the bargaining unit on whose behalf agency fees are paid on a twelve month basis shall be placed in the CFT Legal Defense Fund. The CFT Legal Defense Fund shall be maintained as a revolving fund under the direction of the CFT Executive Council.

### **II. Local Eligibility**

In order to be eligible for CFT Legal Defense Fund assistance, the local must meet the following eligibility requirements:

- A. The local must be in good standing with the AFT and the CFT, according to the respective constitutions; CFT Constitution Article II, Section 4 and AFT Constitution, Article X, Section 1. In order to receive reimbursement, the local must be up to date in all per capita payments.
- B. The local's constitution, by-laws or policies must include the "dues-pass-through" amendment, pursuant to Article IV, Section 6 of the AFT Constitution.
- C. The local must consult with the CFT field representative before incurring any legal expense or proceeding to an administrative hearing. The CFT field representative must file a preliminary legal report with the CFT Legal Defense Committee before a local incurs any legal expenses on the case.
- D. The local must comply with all CFT policies and procedures attendant to application for CFT legal services and legal defense fund assistance, e.g., all applications for financial assistance from the CFT Legal Defense Fund must include a CFT Preliminary Legal Report.
- E. The local must work with legal firms and attorneys under retainer with either the CFT or with attorneys under retainer with the AFT/CFT locals or councils.

### **III. Applications**

- A. AFT/CFT locals must take official action at a meeting of its Executive Board or membership to make application for a legal defense fund grant. The Committee will not honor applications from individual members or local officers. Applications must be made on the appropriate AFT Legal Defense Fund applications form(s); the application must be mailed to the CFT office at 1107 9<sup>th</sup> Street, Suite 460, Sacramento, CA 95814, with the CFT forwarding a copy to the AFT. The local must retain a copy for their records.

- B. Where court proceedings are involved, copies of the complaint, answers, and other pleadings/briefs must be submitted with the defense fund applications.
- C. When matters are subject to arbitration or administrative law hearings, the local must consult with its appropriate CFT field representative. If the local proceeds to a hearing without the recommendation of the CFT representative, as provided for in the CFT Preliminary Legal Report, the issue will not be eligible for a CFT Legal Defense Fund grant.
- D. Where arbitration is involved, the committee requires the local to consult with the CFT field representative for help in handling an arbitration without incurring legal expense. Neither the CFT nor the AFT Legal Defense Fund will grant funds for an arbitration unless it involves employment discharge.
- E. New applications must be submitted for each level of litigation, e.g., Superior Court, District Court of Appeals, etc.
- F. As a general rule, CFT Legal Defense Fund grants will be approved only when reasonable financial support is furnished through the local. The local is expected to pay the cost of any case as far as it is financially able. It is the policy of the CFT not to pay more than one-third (1/3) of the cost of any case. Any exception to this policy requires action by the CFT Executive Council. The Legal Defense Fund Committee, at its discretion may review, modify or reduce claims consistent with the CFT policy.
- G. When a local is involved in a prolonged case, the local shall file an annual status report with the Legal Defense Committee, sending one copy to the CFT Sacramento office, one copy to the AFT, and keeping one copy for its own records.

#### **IV. Representation**

The CFT Legal Defense Fund provides for legal financial assistance in certain issues as follows:

A. Reduction in force (layoff):

The CFT Legal Defense Fund will pay one-third (1/3) of the fees and costs to a maximum of \$10,000.

B. Tenure/Permanent Employee Dismissals (employees with rehire rights)

The CFT Legal Defense Fund will pay one-third (1/3) of the fees and costs to a maximum of \$26,000.

C. Probationary Dismissal/Suspension (on track to reemployment rights)

Mid-Year: The CFT Legal Defense Fund will pay one-third (1/3) of the fees and costs to a maximum of \$5,000.

End-of-Year: The CFT Legal Defense Fund will pay one-third (1/3) of the fees and costs to a maximum of \$1,500.

D. Temporary Employee Dismissals (no rehire rights)

The CFT Legal Defense Fund will consider sharing costs only in cases where a specific contractual right to re-employment has been violated.

#### E. Suspensions

The CFT Legal Defense Fund will pay one-third (1/3) of the fees and costs to a maximum of \$5,000. Local or CFT staff should handle these types of cases. The CFT field representative must be notified before any legal expenses are incurred.

#### F. Credential Challenges

The CFT Legal Defense Fund will pay one-third (1/3) of the cost for an informal review to a maximum of \$4,000 and one-third (1/3) of the cost for a formal hearing to a maximum of \$10,000.

#### G. Employment Related Criminal Matters

The “employment-related criminal matters” are defined as those which relate to the member’s expressed or implied employment duties. The fact that a criminal charge may affect the member’s employment status is insufficient in and of itself to make the criminal matter eligible for coverage. The Legal Defense Fund initial grant in criminal matters must receive the prior approval of the appropriate CFT executive officer or staff person and the Legal Defense Fund Committee. All costs over and above the initial grant shall be the responsibility of the member. The member must enter into a written agreement on the appropriate form that when if he/she is exonerated and the AFT liability insurance approves payment for the case, the initial CFT retainer grant shall be paid to the CFT Legal Defense Fund prior to payment of the insurance grant to the attorney.

#### H. Other

The CFT Legal Defense Fund may also fund cases not automatically covered by the Legal Defense Fund policy. As a rule, neither the CFT nor AFT will fund cases involving contract arbitration unless such cases are covered under A-G above. CFT will not pay attorney’s fees for contract arbitration cases where the case involves a dispute as to Facts or the interpretation of the contract language. Local or CFT staff should handle these types of cases.

A proposed case involving contract arbitration which, upon review by the CFT Legal Defense Fund Committee, is determined to set a legal/contractual precedent and therefore may necessitate the use of any attorney may be funded.

### **V. Local Responsibility**

Locals are responsible for all fees and costs not expressly covered by grants from the CFT Legal Defense Fund or the AFT Legal Defense Fund. Attorneys may require a written fee agreement with the local/member before proceeding with any substantial representation. The CFT Legal Defense Fund is not responsible for costs over and above the limits outlined in this policy.

### **VI. Exceptions to this policy require action by the CFT Executive Council.**