



BURBANK MANAGEMENT ASSOCIATION
P.O. Box 4027, Burbank, CA 91503

ADMINISTRATIVE POLICY STATEMENT

Policy Title: BMA Member Disciplinary Representation

Brief Description: This policy provides information about enhanced benefits providing limited legal representation for BMA members subject to disciplinary matters. This enhanced benefit is only available to dues paying members of the BMA and excludes represented employees that are not members.

Effective: August 1, 2022

Last revised: N/A

Applies to: BMA members only

Reason for Policy: This policy is intended to provide protections to BMA members, above the normal representation in disciplinary matters, to ensure the City is conducting disciplinary matters in a fair manner, not impeding on employee legal rights and terms of the BMA Memorandum of Understanding (MOU).

I. INTRODUCTION

Whereas the City of Burbank may initiate minor or major disciplinary procedures, in accordance with Article XIV Discipline Procedures, against a BMA member; the BMA has developed an enhanced benefit for BMA members to assist through a disciplinary proceeding at the member's request. This new enhanced benefit was implemented in July 2022, in coordination with BMA legal counsel, Rains, Lucia, Stern, St. Phalle, and Silver, PC (RLS).

II. POLICY STATEMENT

This policy is intended to provide BMA members with limited legal counsel to assist in disciplinary procedures initiated by the City against a BMA member. The BMA will assist every BMA member, in accordance with the BMA Constitution and By-Laws and this policy, to ensure the member's rights to due process and representation against unfair or untrue accusations are protected. This policy has been initiated to serve that purpose.

III. DEFINITIONS

Memorandum of Understanding (MOU): A bilateral agreement between the City and the BMA to provide BMA members and represented employees with agreed upon salary, medical and other insurance coverage, other fringe benefits, certain working conditions, rights to due process, and other benefits.

Disciplinary matter: Any matter, minor or major, in which the City has alleged wrongdoing, neglect of duty, failure to perform duties, gross carelessness in discharging duties, unauthorized absence, repeated tardiness, or other allegation as stated in Article XIV, Discipline Procedures, of the MOU.

BMA Member: Member, in good standing, who pays the stated dues, in accordance with the Constitution and By-Laws, or as fixed from time to time by the Board. See Article IV, Members, of the Constitution and By-Laws for more information.

Represented Employee: City employee that has not voluntarily joined the BMA and is not paying the applicable BMA dues but is provided with the basic protections under the law and benefits from certain negotiated items within the MOU.

IV. PROCEDURES

Initiation of a Disciplinary Matter

Upon the notice of proposed discipline, any BMA member in good standing may request assistance from the BMA as prescribed in Article XIV Discipline Procedures of the BMA MOU. The BMA will assist and represent the BMA member in the capacity as described in the BMA MOU. The affected BMA member may request consultation and representation with legal counsel in accordance with the terms of this administrative policy at any point during the disciplinary process.

The BMA board will evaluate the disciplinary matter and the BMA member's request, then refer the matter for initial legal advisement. Once the matter has been referred for legal advisement, the BMA board will work in a capacity to ensure the BMA member receives the entitled legal benefit and maintain a cooperative participant to assist the member. Once an attorney from RLS has been assigned, the contact information will be provided to the BMA member, including the attorney's name, phone number and email address.

Legal Counsel Limitations

The BMA member is then entitled to consult with and representation from legal counsel in disciplinary matters through a *Skelly* meeting with the City, up to the number of hours as stated within this administrative policy.

BMA Member Cooperation and Communication

The BMA member must be truthful, cooperative, communicate timely, and keep RLS informed of any information or developments which may come to the BMA member's attention. The BMA member must also assist RLS in providing necessary information and documents, when necessary, throughout the disciplinary matter.

Number of Hours Available

The BMA member will be granted the first one (1) hour of disciplinary representation to individual members at no charge to the BMA. Following the first one (1) hour, BMA will pay for up to four (4) hours of continued disciplinary representation, for a maximum benefit of five (5) hours per member, per incident.

The BMA member may retain the attorney beyond the first five (5) hours provided in this policy. Any fees and charges will then become the responsibility of the BMA member if, the member elects to continue with legal representation.

RLS has no obligation to proceed with a *Skelly* hearing or administrative appeal beyond the first five (5) hours of combined total attorney time unless and until the BMA member executes a separate fee agreement with RLS and provides a deposit for the estimated amount of fees and costs to provide additional representation in the disciplinary matter.

Conflict Counsel

Should a conflict of interest arise among multiple members that reasonably requires the appointment of separate legal counsel or representation for any involved BMA members,

RLS will be responsible for providing representation for only one of the involved BMA members whose interests are adverse, and BMA will arrange for representation for other involved members if required to do so by the Burbank MOU.

Legal Counsel Hourly Rate and Rate of Billing

The BMA member is provided an associate attorney for the five (5) hours provided under this policy. If the BMA member retains the attorney beyond the first five (5) hours covered under this policy, RLS will charge \$225.00 per hour for associate attorneys. Should the BMA member retain a principal, partner, or senior associate attorney, the rate per hour may be higher.

Time is billed in increments of 1/10th of an hour (i.e., 6-minute intervals) for all work performed by RLS, including time spent in meetings, on telephone calls, and travelling. RLS will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

General Costs and Expenses, Substantial Costs, and Other Costs

Should the BMA member retain the attorney beyond the five (5) hours provided under this policy, all general legal costs and expenses, substantial costs, and other costs will be the BMA members responsibility. The BMA member is responsible for negotiating these costs and expenses with RLS in a retention agreement with RLS.

General costs and expenses commonly include but are not limited to service of process charges, filing fees, court and deposition reporters' fees, transcription fees, jury fees, notary fees, deposition costs, photocopying (at \$0.25 per page for black and white and \$0.35 per page for color), postage, overnight mail, messenger and other delivery fees, exhibit preparation fees, and all other out-of-pocket reasonable expenses.

Substantial costs commonly include, but are not limited to expert witness fees, consultant fees, investigator fees, mediator, arbitrator, and fact-finder fees.

Other costs commonly include, but are not limited to transportation, lodging and all other costs of any necessary travel pertaining to Client's matters, excluding mileage at the applicable IRS reimbursement rate.