

# Weekly Management Report

## March 14, 2025

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Fair Work Week Ordinances  
**City Manager's Office**
- 2. Memo**                      City Manager Tracking List Item No. 2680: Traffic  
Enforcement Around Schools  
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Meeting on March 20, 2025  
**Police Department**



# MEMORANDUM




## CITY MANAGER'S OFFICE

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**DATE:** March 14, 2025

**TO:** Justin Hess, City Manager

**FROM:** Courtney Padgett, Assistant City Manager   
VIA: Cathryn LaBrado, Assistant to the City Manager  
By: Kylene Pecor, Administrative Analyst I

**SUBJECT:** City of Los Angeles and County of Los Angeles Fair Work Week Ordinances

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At the March 11, 2025 City Council Meeting, Council Member Anthony requested copies of the Fair Work Week Ordinances from both the City of Los Angeles and County of Los Angeles. Both ordinances are aimed at providing employees of large retail businesses (over 300 employees) with stable and predictable schedules, additional opportunities to work, and other employment protections.

The City of Los Angeles Fair Work Week Ordinance (Attachment 1) was passed on November 29, 2022, and went into effect on April 1, 2023. The County of Los Angeles Fair Workweek Ordinance (Attachment 2) was passed on April 23, 2024, and will go into effect on July 1, 2025.

### **ATTACHMENTS**

Attachment 1 – City of Los Angeles Fair Work Week Ordinance No. 187710

Attachment 2 – County of Los Angeles Fair Workweek Ordinance No. 2024-0019

ORDINANCE NO. 187710

An ordinance adding Article 5 to Chapter XVIII of the Los Angeles Municipal Code to provide fair work week employment standards for workers of retail employers, and amending Article 8 of Chapter XVIII of the Code to implement enforcement measures for the new fair work week employment standards.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 5 is added to Chapter XVIII of the Los Angeles Administrative Code to read as follows:

**ARTICLE 5**

**LOS ANGELES FAIR WORK WEEK ORDINANCE**

**SEC. 185.00. PURPOSE.**

The Los Angeles economy includes over 140,000 Angelenos working in the retail sector. According to a recent University of California at Los Angeles (UCLA) study, eight in ten retail workers have unpredictable, last-minute, and fluctuating work weeks over which they have no control. Approximately 77 percent of retail workers receive less than one week notice of their schedules or changes to their schedules.

The unpredictability of work schedules endemic in the retail industry creates many socioeconomic burdens on workers of large retail businesses. For example, the inability to predict the number of hours retail employees will actually work or the reduction of scheduled work hours leads to income insecurity. Further, unpredictable scheduling makes it difficult for workers to arrange childcare. Forty-five percent of workers who need childcare cannot use childcare services because of erratic work schedules. Unpredictable scheduling also makes it difficult for retail workers to pursue educational goals. Forty-three percent of student retail workers missed classes due to scheduling conflicts.

Retail workers who work a store's closing shift and then work the next day's opening shift work what is known as "clopening" shifts. Workers scheduled for "clopening" shifts often have less than ten hours rest between shifts. At least 44 percent of retail workers have experienced "clopening" shifts. When workers do not have an adequate time of rest between shifts, they are unable to care for themselves and their families.

Many retail workers are assigned part-time schedules and face underemployment. Large retailers often maintain a 24-hour window of shopping time, which requires additional workers. When retail employers have an increased demand for work, some retailers choose to hire additional part-time or temporary workers instead



of offering the additional hours to their existing part-time workers. The UCLA study found that over 70,000 retail workers desire more hours and the majority of them want to work forty hours or more each week.

Cities and states across the country have responded to a growing call for a more predictable work week. Seattle, San Francisco, New York, Philadelphia, and Oregon have adopted laws that protect working families by ensuring stable and predictable work hours, opportunities for additional work hours, healthier work weeks with adequate rest, and a greater voice in deciding when and how many hours to work.

The City of Los Angeles has consistently championed its workers by adopting laws designed to protect workers' rights and improve their socioeconomic status. For example, the City has adopted the Minimum Wage and the Living Wage Ordinances, the Citywide Hotel Worker Minimum Wage Ordinance, the First Source Hiring Ordinance, and various Worker Retention Ordinances.

The City, as a provider of social services, has a significant interest in the promotion of improved working conditions and better wages for retail workers. This ordinance seeks to promote the health, safety, and welfare of retail workers in the City by providing them with a more predictable work schedule that ensures stability for themselves and their families and the opportunity to work more hours. Retail workers that are rested, able to plan for childcare, and rely less on the City's social services benefit the City.

#### **SEC. 185.01. DEFINITIONS.**

The following definitions shall apply to this article:

- A. **"City"** means the City of Los Angeles.
- B. **"Designated Administrative Agency"** means the Office of Wage Standards (OWS) of the Bureau of Contract Administration, which shall bear administrative responsibilities under this article.
- C. **"Employee"** means any individual who:
  - 1. In a particular work week performs at least two hours of work within the geographic boundaries of the City for an Employer; and
  - 2. Qualifies as an employee entitled to payment of a minimum wage from any Employer under the California minimum wage law as provided under Section 1197 of the California Labor Code and wage orders published by the California Industrial Welfare Commission.

For purposes of this article, a worker is presumed to be an Employee of an Employer, and an Employer has the burden to demonstrate that a worker is a bona fide independent contractor and not an Employee.

D. **"Employer"** means any Person who:

1. Is identified as a retail business in the North American Industry Classification System (NAICS) within the retail trade categories and subcategories 44 through 45; and
2. Directly, indirectly or through an agent or any other Person, including through the services of a temporary service or staffing agency, exercises control over the wages, hours, or working conditions of any Employee; and
3. Has 300 employees globally. For purposes of determining the number of employees of an Employer, the following shall be included:
  - (a) Any employee over whom the Employer directly, or through an agent or any other Person, including through the services of a temporary service or staffing agency, exercises control over the wages, hours, or working conditions.
  - (b) Any employee of an Employer's subsidiary provided that the subsidiary is identified as a retail business pursuant to Section 185.01.D.1.
  - (c) Any employee of any Person operating a business pursuant to a Franchise, provided that the franchisee's business is over 15,000 square feet and identified as a retail business pursuant to Section 185.01.D.1.

Any Person or business whose employees are included in the count of total employees of the Employer, including those identified in Subsections 3(b) and 3(c) above, qualifies as an Employer for purposes of this section.

E. **"Franchise"** means a contract or agreement, either expressed or implied, whether oral or written, between two or more persons by which:

1. A franchisee is granted the right to engage in the business of offering, selling, or distributing goods or services under a marketing plan or system prescribed in substantial part by a franchisor; and
2. The operation of the franchisee's business pursuant to that plan or system is substantially associated with the franchisor's trademark, service mark, trade name, logotype, advertising, or other commercial symbol designating the franchisor or its affiliate; and

3. The franchisee is required to pay, directly or indirectly, a Franchise fee.

F. **"On-Call Shift"** means any Shift for which an Employee must, less than 24 hours in advance of the start of the Shift, either contact the Employer or Employer's designee, or wait to be contacted by the Employer or Employer's designee, for the purpose of determining whether the Employee must report to work.

G. **"Person"** means any person, association, organization, partnership, business trust, limited liability company, or corporation.

H. **"Predictability Pay"** means the compensation paid to an Employee for changes made by an Employer to an Employee's Work Schedule as described in Section 185.06. Predictability Pay shall be calculated on an hourly basis at the Employee's regular rate of pay. This compensation is in addition to any wages earned for work performed by that Employee.

I. **"Shift"** means the consecutive hours an Employee is required to work including meal and rest periods.

J. **"Work Schedule"** means the schedule of the hours, days, and times, including On-Call Shifts, when an Employer requires an Employee to work or be on-call to work.

#### **SEC. 185.02. GOOD FAITH ESTIMATE.**

A. Before hiring an Employee, an Employer shall provide each new Employee a written good faith estimate of the Employee's Work Schedule.

B. The good faith estimate shall notify a new Employee of their rights under this article. In the alternative, the Employer may provide the new Employee with a copy of the poster required by Section 185.11.

C. An Employer shall provide a written good faith estimate of an Employee's Work Schedule within ten days of an Employee's request.

D. A good faith Work Schedule estimate shall not constitute a binding, contractual offer. However, if an Employee's actual work hours substantially deviate from the good faith estimate, an Employer must have a documented, legitimate business reason, unknown at the time the good faith Work Schedule estimate was provided to the Employee, to substantiate the deviation.

**SEC. 185.03. RIGHT TO REQUEST CHANGES TO WORK SCHEDULE.**

An Employee has a right to request a preference for certain hours, times, or locations of work. An Employer may accept or decline the request, provided that the Employer notify the Employee, in writing, of the reason for any denial.

**SEC. 185.04. WORK SCHEDULE.**

A. An Employer shall provide an Employee with written notice of the Employees' Work Schedule at least 14 calendar days before the start of the work period by any one of the following:

1. Post the Work Schedule in a conspicuous and accessible location where Employee notices are customarily posted and visible to all Employees; or
2. Transmit the Work Schedule by electronic means or another manner reasonably calculated to provide actual notice to each Employee.

B. Changes to the Work Schedule.

1. An Employer shall provide written notice to an Employee of any Employer initiated changes to the Work Schedule that occur after the advance notice required under Section 185.04.A.
2. An Employee has a right to decline any hours, Shifts or work location changes not included in the Work Schedule. If an Employee voluntarily consents to work hours or Shift changes not included in the Work Schedule, the consent must be in writing.

**SEC. 185.05. ADDITIONAL WORK HOURS OFFERED TO CURRENT EMPLOYEES BEFORE HIRING NEW WORKERS.**

A. Before hiring a new Employee or using a contractor, temporary service or staffing agency to perform work, an Employer shall first offer the work to current Employees if:

1. one or more of the current Employees is qualified to do the work as reasonably determined by the Employer; and
2. the additional work hours would not result in the payment of a premium rate under California Labor Code Section 510.

B. An Employer shall make the offer for additional work hours contemplated by this section to each current Employee either in writing or by posting the offer in a conspicuous location in the workplace where notices to Employees are customarily posted.



C. An Employer shall make the offer for additional work hours contemplated by this section to current Employees at least 72-hours prior to hiring any new Employee, using a contractor, temporary service or staffing agency. Upon receipt of the offer, an Employee shall have 48-hours to accept the offer of additional hours in writing. Upon the expiration of the 48 hour period, the Employer may hire new Employees or retain the services of a contractor, temporary service or staffing agency to work any additional hours not accepted for work by current Employees. At any time during the 72-hour period, if the Employer receives written confirmation from all its Employees that they are not interested in accepting additional hours of work, the Employer may immediately proceed with hiring new Employees or retain a contractor, temporary service or staffing agency. If more current Employees accept the offer to work than hours are available, the Employer shall award the hours using a fair and equitable distribution method or as specified in the Rules and Regulations.

D. An Employee who accepts additional hours pursuant to this section shall not be entitled to Predictability Pay for those additional hours if it results in a schedule change from the Work Schedule.

#### **SEC. 185.06. PREDICTABILITY PAY FOR WORK SCHEDULE CHANGES.**

A. An Employer shall provide the following Predictability Pay:

1. When an Employee has agreed to a change in their Work Schedule pursuant to Section 185.04.B, an Employer shall compensate the Employee with one additional hour of pay at the Employee's regular rate for each change to a scheduled date, time or location that:

- (a) does not result in a loss of time to the Employee; or
- (b) does result in additional work time that exceeds 15 minutes.

2. An Employer shall compensate an Employee at one-half of the Employee's regular rate of pay for the time the Employee does not work if the Employer reduces the Employees work time listed in the Work Schedule by at least 15 minutes.

B. Predictability Pay shall not be required if:

- 1. An Employee initiates the requested Work Schedule change.
- 2. An Employee accepts a schedule change initiated by an Employer due to an absence of another scheduled Employee. The Employer must communicate to the Employee that acceptance of the hours is voluntary and the Employee has a right to decline.
- 3. An Employee accepts additional hours pursuant to Section 185.05.

4. An Employee's hours are reduced due to the Employee's violation of any existing law or of the Employer's lawful policies and procedures.

5. The Employer's operations are compromised pursuant to law or force majeure.

6. Extra hours worked require the payment of an overtime premium under California Labor Code Section 510.

**SEC. 185.07. COVERAGE FOR MISSING WORK SHIFT.**

An Employer may not require an Employee to find coverage for a Shift or partial Shift if the Employee is unable to work for reasons protected by law.

**SEC. 185.08. REST BETWEEN SHIFTS.**

An Employer shall not schedule an Employee to work a Shift that starts less than ten hours from the Employee's last Shift without the Employee's written consent. An Employer shall pay an Employee a premium of time and a half for each Shift not separated by at least ten hours.

**SEC. 185.09. RETENTION AND INSPECTION OF RECORDS.**

A. An Employer shall retain all records required by this article, for both current and former Employees, for a period of three years. These records include:

1. Work Schedules for all Employees;
2. Copies of written offers to Employees for additional work hours and written responses from Employees;
3. Written correspondence between the Employer and Employee regarding Work Schedule changes including, but not limited to, requests, approvals, and denials;
4. Good faith estimates of hours provided to new and existing Employees; and
5. Any other records the DAA may require to demonstrate compliance with this article.

B. An Employer shall provide timely access to records to the DAA pursuant to Section 188.03.

**SEC. 185.10. ELECTRONIC NOTICE.**

An electronic communication shall be deemed written notice for purposes of this Article.

**SEC. 185.11. NOTICE AND POSTING OF EMPLOYEE RIGHTS.**

Every Employer shall post the notice published each year by the DAA, pursuant to Section 188.03.A, informing Employees of their rights under this article. Every Employer shall post notices in English, Spanish, Chinese (Cantonese and Mandarin), Hindi, Vietnamese, Tagalog, Korean, Japanese, Thai, Armenian, Russian and Farsi, and any other language spoken by at least 5 percent of the Employees at the workplace or job site.

**SEC. 185.12. RETALIATORY ACTION PROHIBITED.**

No Employer shall discharge, reduce in compensation or otherwise discriminate against any Employee for opposing any practice proscribed by this article, for participating in proceedings related to this article, for seeking to enforce their rights under this article by any lawful means, or for otherwise asserting rights under this article.

**SEC. 185.13. NO WAIVER OF RIGHTS.**

A waiver by an Employee of any provision in this article shall be deemed contrary to public policy and shall be void and unenforceable.

**SEC. 185.14. COEXISTENCE WITH OTHER AVAILABLE RELIEF.**

The provisions of this article shall not be construed as limiting an Employee's right to obtain relief to which they may be entitled at law or in equity.

**SEC. 185.15. CONFLICTS.**

Nothing in this article shall be interpreted or applied so as to create any power or duty in conflict with any federal or state law.

**SEC. 185.16. SEVERABILITY.**

If any subsection, sentence, clause or phrase of this article is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this section, and each and every subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Sec. 2. Article 8 of Chapter XVIII of the Los Angeles Municipal Code is amended in its entirety to read as follows:

**ARTICLE 8**

**LOS ANGELES OFFICE OF  
WAGE STANDARDS ORDINANCE**

**SEC. 188.00. TITLE AND PURPOSE.**

This article shall be known as the "Los Angeles Office of Wage Standards Ordinance." Wage theft occurs when employees are not paid the wages they are owed by their employers. Studies have concluded that employees in Los Angeles are disproportionately affected by the crime of wage theft in the State of California. The Office of Wage Standards within the Bureau of Contract Administration of the Department of Public Works enforces violations of wage theft and sick time benefits of the Los Angeles Minimum Wage Ordinance. The ordinance also establishes penalties and grants authority to the City of Los Angeles Police Commission to deny, revoke or suspend a police permit issued or requested by an employer found to have committed wage theft.

This ordinance authorizes the Office of Wage Standards to enforce the rights and benefits provided by the Fair Work Week Ordinance. By investigating complaints and holding employers accountable, the City will communicate to employers that wage theft and denial of a fair work week will not be tolerated in Los Angeles. Holding employers accountable further serves as a deterrent to future actions by employers who otherwise would violate California wage and labor provisions within the City's boundaries.

Moreover, imposing penalties and administrative fines for violations of the Los Angeles Minimum Wage Ordinance, the Fair Work Week Ordinance, and the requirements of this article will also serve as a deterrent to employers who choose not to follow the law. The importance of correctly paying wages due and providing sick time to an employee is one of the highest mandates for the welfare of employees working in the City. Similarly, the welfare of employees working in the City requires that retail employers provide advance notice of work schedules, the right to rest 10 hours between shifts, opportunities for additional hours, and predictability pay for late schedule changes.

**SEC. 188.01. AUTHORITY.**

This article is adopted pursuant to the powers vested in the City of Los Angeles under the laws and Constitution of the State of California and the City Charter, including but not limited to, the police powers vested in the City pursuant to Article XI, Section 7 of the California Constitution and Section 1205(b) of the California Labor Law to ensure compliance with the Los Angeles Minimum Wage law, Los Angeles Municipal Code



Section 187.00, et seq., and the Fair Work Week law, Los Angeles Municipal Code Section 185.00, et seq.

**SEC. 188.02. DEFINITIONS.**

As used in this article, the following capitalized terms shall have the following meanings:

**"City"** shall mean the City of Los Angeles.

**"City of Los Angeles Police Commission"** is defined in Los Angeles Municipal Code Section 103.01.

**"Division"** shall mean the Office of Wage Standards of the Bureau of Contract Administration within the Department of Public Works.

**"Employee"** is defined in Los Angeles Municipal Code Section 185.01.C for purposes of application of the Fair Work Week Ordinance, or Los Angeles Municipal Code Section 187.01.C for purposes of application of the Minimum Wage Ordinance.

**"Employer"** is defined in Los Angeles Municipal Code Section 185.01.D, for purposes of application of the Fair Work Week Ordinance, or Los Angeles Municipal Code Section 187.01.D for purposes of application of the Minimum Wage Ordinance.

**"Los Angeles Minimum Wage"** means a minimum wage adopted by the Los Angeles City Council pursuant to Los Angeles Municipal Code Section 187.00, et seq.

**"Police Permit"** means any permit identified in Los Angeles Municipal Code Section 103.12.

**"Predictability Pay"** is defined in Los Angeles Municipal Code Section 185.01.F.

**"Sick Time Benefits"** is defined in Los Angeles Municipal Code Section 187.04.

**"Work Schedule"** is defined in Los Angeles Municipal Code Section 185.01.H.

**SEC. 188.03. POSTINGS AND RECORDS.**

A. Every Employer shall post in a conspicuous place at any workplace or job site where any Employee works, the notice published each year by the Division

informing Employees of the current Los Angeles Minimum Wage rate, Sick Time Benefits, their rights and benefits under the Fair Work Week Ordinance and of their rights under this article. Every Employer shall post notices in English, Spanish, Chinese (Cantonese and Mandarin), Hindi, Vietnamese, Tagalog, Korean, Japanese, Thai, Armenian, Russian and Farsi, and any other language spoken by at least 5 percent of the Employees at the workplace or job site. Every Employer also shall provide each Employee at the time of hire the Employer's name, address, and telephone number in writing. If the information the Employer provided to the Employee changes, the Employer shall provide the updated information in writing within ten days of the change.

B. Every Employer shall retain payroll records pertaining to Employees for a period of four years, and shall allow the Division access to such records, with appropriate notice and during business hours, to monitor compliance with the requirements of the Minimum Wage Ordinance. For purposes of the Fair Work Week Ordinance, records must be retained pursuant to Section 185.09.

C. The head of the Division or his or her designee shall have access to all business sites and places of labor subject to the Minimum Wage Ordinance, the Fair Work Week Ordinance, and this article during business hours to inspect books and records, interview employees and any other relevant witnesses, and investigate such matters necessary or appropriate to determine whether an Employer has violated any provisions of the Minimum Wage Ordinance, the Fair Work Week Ordinance, or this article.

#### **SEC. 188.04. RETALIATION PROHIBITED.**

It shall be unlawful for an Employer or any other party to discriminate in any manner or take adverse action against any Employee in retaliation for exercising rights protected under this article. Rights protected under this article include, but are not limited to: the right to file a complaint or inform any person about any party's alleged noncompliance with this article; and the right to inform any person of his or her potential rights under this article and to assist him or her in asserting such rights. Protections of this article shall apply to any Employee who mistakenly, but in good faith, alleges noncompliance with this article. Taking adverse action against an Employee within 90 days of the Employee's exercise of rights protected under this article shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights.

#### **SEC. 188.05. ENFORCEMENT.**

A. **Cure Period For a Violation of The Fair Work Week Ordinance.** Before an Employee or the Employee's representative can file a complaint with the Division or file a civil action alleging a violation of the Fair Work Week Ordinance, the following requirements must be met:

1. The Employee provides written notice to the Employer of the provisions of the Fair Work Week Ordinance alleged to have been violated and the facts to support the alleged violations; and

2. The Employer does not, within 15 days from receipt of the written notice to cure, take action to cure the alleged violations.

**B. Reporting Violations.** An Employee or any other person may report to the Division any suspected violation of the Los Angeles Minimum Wage Ordinance, the Fair Work Week Ordinance, or this article. The Division shall encourage reporting pursuant to this article by keeping confidential, to the maximum extent permitted by applicable laws, the name and other identifying information of the Employee or person reporting the violation. With the authorization of the Employee or person reporting a violation, the Division may disclose their name and identifying information as necessary to enforce this article or for other appropriate purposes.

**C. Investigation.** The Division shall be responsible for investigating possible violations of the Los Angeles Minimum Wage, Sick Time Benefits, Fair Work Week Ordinance, and this article by an Employer or other person. The Employer shall cooperate fully in any investigation by the Division. The Division shall have access to all business sites and places of labor subject to the Minimum Wage and Fair Work Week Ordinances during business hours to inspect and request copies of books and records, interview employees and any other relevant witnesses, investigate such matters necessary or appropriate and request the Board of Public Works to issue a subpoena for books, papers, records, or other items relevant to the enforcement of this article. The Employer is required to provide to the Division its legal name, address, and telephone number in writing.

#### **SEC. 188.06. NOTICE OF CORRECTION.**

**A. Issuance of Notice of Correction.** After an investigation, if the Division makes a determination that an Employer has violated the Los Angeles Minimum Wage Ordinance, the Fair Work Week Ordinance, or this article, the Division shall issue a written Notice of Correction to the Employer.

**B. Service of Notice.** Service of a Notice of Correction shall be accomplished as follows:

1. The Division or its designee may obtain the signature of the Employer to establish personal service of the Notice of Correction; or

2. The Division or its designee may accomplish substitute service by mailing the Notice of Correction by certified mail to the Employer's address as provided in Section 188.03.A.

C. **Contents of Notice of Correction.** The Notice of Correction shall require the Employer to take corrective action by the date specified and shall include all the following:

1. A description of the violation(s);
2. The date and location of the violation(s);
3. A citation to the provisions of law violated;
4. A description of corrective action required, including reinstatement of employment for retaliation violations;
5. A statement explaining that each day of a continuing violation may constitute a new and separate violation;
6. The amount of wages, Predictability Pay, Sick Time Benefits, or any other amount due and the amount of penalties and administrative fines imposed for any violation(s);
7. A statement informing the Employer that the wages, Predictability Pay, Sick Time Benefits, penalties and administrative fines shall be paid to the City of Los Angeles (or alternatively, to the Employee, if appropriate) within 30 days from the date on the Notice of Correction, the procedure for payment, and the consequences of failure to pay;
8. A description of the process for appealing the Notice of Correction, including the deadline for filing such an appeal; and
9. The name and signature of the head of the Division or his or her designee.

D. **Posting of Notice of Correction.** Employer must, within 24 hours after receipt of a Notice of Correction, post the Notice of Correction by affixing the notice to a surface in a conspicuous place on property that is: (1) the Employer's principal place of business in the City; (2) if the Employer's principal place of business is outside the City, the fixed location within the City from or at which the Employer conducts business in the City; or (3) if the Employer does not regularly conduct business from a fixed location in the City, one of the following: (i) the location where the Employer maintains payroll records if the Notice of Correction is for violation of Section 188.03.B; or (ii) the jobsite or other primary location where the Employees perform services in the City.

E. **Settlement.** The head of the Division or his or her designee may convene an informal meeting with the Employer to resolve the corrective action sought in the Notice of Correction. The compliance period in Section 188.06.C and the accrual of penalties and administrative fines may be temporarily suspended during settlement



discussions. If after meeting the corrective actions are not resolved, the Division may issue a new compliance date to the Employer and reinstate the accrual of penalties and administrative fines.

#### **SEC. 188.07. PENALTIES AND REMEDIES PAYABLE TO THE EMPLOYEE.**

**A. Civil Enforcement Action by Employee, City or Third Parties.** Any Employee aggrieved by a violation of the Minimum Wage Ordinance, the Fair Work Week Ordinance, or this article, the City Attorney, or any other person or entity acting on behalf of the public as provided for under applicable state law, may bring a civil action in a court of competent jurisdiction against the Employer. An Employee or the City, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation, including, without limitation, the payment of any minimum wages and Sick Time Benefits unlawfully withheld, the payment of penalties in the amount of up to \$120 to each Employee whose rights under this article were violated for each day that the violation occurred or continued, reinstatement in employment and/or injunctive relief, and shall be awarded reasonable attorneys' fees and costs. Any other person or entity enforcing the Minimum Wage Ordinance, the Fair Work Week Ordinance or this article on behalf of the public as provided for under applicable state law, upon prevailing, shall be entitled only to equitable, injunctive and/or restitutionary relief, and reasonable attorneys' fees and costs. Nothing in this article shall be interpreted as restricting, precluding, or otherwise limiting a separate or concurrent criminal prosecution under the Municipal Code or state law.

#### **B. Restitution and Penalty Assessments by the Division Payable to the Employee.**

**1. Restitution and Penalties for Minimum Wage and Sick Time Violations.** Every Employer who violates the Minimum Wage Ordinance, this article, or any portion thereof, shall be liable to the Employee whose rights were violated for any and all relief, including, but not limited to, the payment to each Employee of wages and Sick Time Benefits unlawfully withheld and an additional penalty of up to \$120 per day that each of the violations occurred or continued. A violation for unlawfully withholding wages or Sick Time Benefits shall be deemed to continue from the date immediately following the date that the wages or Sick Time Benefits were due and payable as provided in Part 1 (commencing with Section 200) of Division 2 of the California Labor Code, to the date immediately preceding the date the wages or Sick Time Benefits are paid in full. For retaliatory action by the Employer, the Employee shall be entitled to reinstatement and a trebling of all wages, Sick Time Benefits, and penalties owed.

**2. Restitution and Penalties to Employee for Fair Work Week Violations.** An Employer who violates the Fair Work Week Ordinance shall pay restitution and a penalty as provided in this paragraph to each Employee whose rights were violated. The Division shall impose and collect, on behalf of an

Employee, a one-time penalty for each violation. The violations in this subsection do not continue daily and do not accrue daily penalties.

### **VIOLATION AND PENALTY AMOUNT PAYABLE TO EMPLOYEE**

<b>Violation</b>	<b>Penalty</b>
Failure to provide a good faith estimate of work schedule — Municipal Code Section 185.02.	Up to \$500
Failure to compensate Employee at one and one-half times pay for working a Shift that begins less than ten hours from the previous Shift — Municipal Code Section 185.08.	Up to \$500
Failure to provide an Employee with at least 14 calendar days' notice of Work Schedule — Municipal Code Section 185.04.A.	Up to \$500
Failure to provide written notice of Work Schedule changes — Municipal Code Section 185.04.B.	Up to \$500
Failure to comply with prohibitions against requiring an Employee to find coverage for scheduled hours if the Employee is unable to work for a reason covered by other laws — Municipal Code Section 185.07.	Up to \$500
Failure to offer additional hours of work to current Employees before hiring new workers — Municipal Code Section 185.05.	Up to \$500

C. **Grace Period for Fair Work Week Violations.** The provisions of this section shall not apply to violations of the Fair Work Week Ordinance that occur during the first 180 days after the effective date of this ordinance. During this period, the Division shall only issue written warnings to Employers.

### **SEC. 188.08. ADMINISTRATIVE FINES AND PENALTIES PAYABLE TO THE CITY.**

A. **Penalties.** An Employer who violates the Minimum Wage Ordinance, the Fair Work Week Ordinance, or this article, or any portion thereof, shall be liable to the City for a penalty of up to \$50 per day that either wages, Predictability Pay, or Sick Time Benefits were unlawfully withheld from an Employee. A violation for unlawfully withholding wages, Predictability Pay, or Sick Time Benefits shall be deemed to continue from the date immediately following the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2 of the California Labor Code, to the date immediately preceding the date the wages are paid in full.

B. **Administrative Fines.** An administrative fine payable to the City may be assessed for a violation of any provision of the Minimum Wage Ordinance, the Fair Work Week Ordinance, or this article as specified below. The administrative fine may be assessed by means of a Notice of Correction issued to the Employer by the Division.

**VIOLATION AND FINE AMOUNT**

Failure to post notice of the Los Angeles Minimum Wage rate, Sick Time Benefits, and Fair Work Week Benefits — Municipal Code Sections 185.11 or 188.03.A.	Up to \$500
Failure to allow access to payroll records — Municipal Code Section 188.03.B.	Up to \$500
Failure to allow access to records required by the Fair Work Week Ordinance — Municipal Code Section 185.09.B or 188.03.C.	Up to \$500
Failure to maintain payroll records or to retain payroll records for four years — Municipal Code Section 188.03.B.	Up to \$500
Failure to maintain records required by the Fair Work Week Ordinance for three years — Municipal Code Section 185.09.A.	Up to \$500
Failure to allow access for inspection of records or to interview employees — Municipal Code Section 185.09.B, 188.03.B or 188.03.C.	Up to \$500
Retaliation for exercising rights under the Minimum Wage and Fair Work Week Ordinances or this article — Municipal Code Sections 185.12, 187.06, or 188.04 — The Penalty for retaliation is up to \$1,000 per employee.	Up to \$1,000
Failure to provide employer's name, address, and telephone number in writing — Municipal Code Sections 188.03.A or 188.05.B.	Up to \$500
Failure to cooperate with the Division's investigation — Municipal Code Section 188.03.C or 188.05.B.	Up to \$500
Failure to submit documents or information to the Division within 30 days of the request — Municipal Code Section 188.05.B.	Up to \$500
Failure to post Notice of Correction to employees — Municipal Code Section 188.06.D.	Up to \$500

**C. Calculation of Administrative Fines.** Each and every day that a violation exists constitutes a separate and distinct violation. Any subsequent violation of the same provision by the same Employer within three years of a prior Notice of Correction may result in a 50 percent increase in the maximum administrative fine allowed.

**D. Payments to City; Due Date; Late Payment Penalty.** Administrative fines and City penalties shall be payable to the City of Los Angeles and due within 30 days from the date of the Notice of Correction. The failure of any Employer to pay an administrative fine or City penalty within 30 days may result in the assessment of an additional late fee. The amount of the additional late fee shall be 10 percent of the total amount of the administrative fine or City penalty assessed for each month the amounts are unpaid, compounded to include already accrued late administrative fines and City penalties that remain unpaid.

**E. Penalties and Fines under Section 188.07 and 188.08.** The Division shall base its imposition of penalties and administrative fines for non-compliance with the city's laws after considering factors, including but not limited to: 1) the extent of harm caused by the violation; 2) the nature and persistence of the violation; 3) the length of time over which the violation occurs; 4) the frequency of past violations; 5) any action taken to mitigate the violation; and 6) the financial burden to the Employer.

**F. Grace Period for Fair Work Week Violations.** The provisions of this section shall not apply to violations of the Fair Work Week Ordinance that occur during the first 180 days after the effective date of this ordinance. During this period, the Division shall only issue written warnings to Employers.

#### **SEC. 188.09. ADDITIONAL REMEDIES.**

The City, when enforcing on behalf of an Employee, has the authority to require that payment of wages, Predictability Pay, Sick Time Benefits, and/or penalties found to be due and owing to the Employee, be paid directly to the City for disbursement to the Employee. The City, when enforcing on the behalf of an Employee, has the authority to require that payment of all amounts due under the Minimum Wage Ordinance, the Fair Work Week Ordinance, and this article be paid directly to the City. The failure of an Employer to pay any amounts due under the Minimum Wage Ordinance, the Fair Work Week Ordinance, or this article shall constitute a debt to the City. The City, as plaintiff and/or judgment creditor, may file a civil action on behalf of an Employee and/or the City or, to the extent feasible under state law, create and impose a lien against any property owned or operated by an Employer or other person who fails to pay wages, Predictability Pay, Sick Time Benefits, penalties, and administrative fines assessed by the Division, or pursue other legal and equitable remedies available to the City. The City shall be awarded reasonable attorney's fees and costs associated with pursuing a violation under this article.

The remedies, penalties, and procedures provided under this article are cumulative and are not intended to be exclusive of any other available remedies, penalties, and procedures. The City shall study and review the feasibility of enacting additional measures consistent with state law to enhance the Division's enforcement tools, including, but not limited to, pursuing a memorandum of understanding or referral process to the Chief of Division of Labor Standards Enforcement for the recordation of a certificate of lien on behalf of an Employee, pursuant to California Labor Code Section 98.2(g), for amounts due under this article.

#### **SEC. 188.10. ADMINISTRATIVE APPEAL.**

**A. Deadline for Appeal.** An Employer who receives a Notice of Correction may file with the Division a notice of appeal within 15 days from the last compliance date specified as part of the Notice of Correction. In order to be considered timely, the appeal must be postmarked on or actually received by the Division by the 15<sup>th</sup> day following the service of the Notice of Correction. The appeal must be in writing and



must indicate a return address. The appeal must be filed with the Division and must specify in detail the basis for the appeal.

**B. Hearing Date.** As soon as practicable after receiving the written notice of appeal, the head of the Division or his or her designee shall promptly select a hearing officer to hear and decide the administrative appeal. The hearing officer shall fix a date, time and place for the hearing on the appeal. Written notice of the time and place for the hearing shall be served by First Class mail, at the return address indicated on the written appeal. Service of the notice of hearing on the Employer must be made at least ten days prior to the date of the hearing. The hearing shall be held no later than 30 days after service of the notice of hearing, unless that time is extended by mutual agreement.

**C. Notice of Hearing.** Except as otherwise provided by law, the failure of the Employer or any other person affected by the Notice of Correction to receive a properly addressed notice of the hearing shall not affect the validity of any proceedings under this article. Service by First Class mail, postage prepaid, shall be effective on the date of mailing.

**D. Stay of Enforcement.** If penalties and administrative fines payable to the City are the subject of administrative appeal or judicial review, then accrual of such penalties and administrative fines shall be stayed until the determination of such appeal or review is final. The payment of the contested amount of wages, Predictability Pay, Sick Time Benefits, and penalties owed to the Employee during the pendency of any appeal shall be stayed, but shall continue to accrue until a determination of such appeal is final.

**E. Failure to Appeal.** Failure of an Employer to file an appeal in accordance with the provisions of this section or to appear at the hearing shall constitute a failure to exhaust administrative remedies. The Notice of Correction shall become final and enforceable as a Wage Enforcement Order, as defined in Section 188.10 I.

**F. Submittals for the Hearing.** No later than five days prior to the hearing, the Employer and the Division shall submit to the hearing officer, with simultaneous service by First Class mail on the opposing party, written information, including, but not limited to the statement of issues to be determined by the hearing officer and a statement of the evidence to be offered and the witnesses to be presented at the hearing.

**G. Conduct of Hearing.** The hearing officer shall conduct all appeal hearings under this article. The Division shall have the burden of proof by a preponderance of the evidence in each hearing, except the Employer shall have the burden of proof by a preponderance of the evidence with respect to any claim that a worker is an independent contractor rather than an Employee. The hearing officer may accept evidence on which persons would commonly rely in the conduct of their business affairs, including, but not limited to, the following:

1. A Notice of Correction shall be prima facie evidence of the violation(s) specified therein, and those continuing through the date of the hearing.

2. The hearing officer may accept evidence and oral and written testimony under penalty of perjury relating to the violation(s) and the appropriate means of correcting the violation(s).

The hearing shall be open to the public and shall be recorded. Any party to the hearing may, at his or her own expense, cause the hearing to be recorded and transcribed by a certified court reporter. The hearing officer may continue the hearing and request additional information from the Division, Employer, or Employee prior to issuing a written decision.

**H. Hearing Officer's Findings and Determinations.** Within 15 days after the conclusion of the hearing, the hearing officer shall make findings based on the record of the hearing. The hearing officer may uphold or reject the violation(s) referenced in the Notice of Correction in whole or in part. The hearing officer also may uphold the Notice of Correction but reduce, waive, or conditionally reduce or waive the penalties and administrative fines stated therein if mitigating circumstances are shown and the hearing officer finds specific grounds for reduction or waiver in the evidence presented at the hearing. The hearing officer may impose penalties for any additional violations occurring during the pendency of the appeal. The hearing officer may impose conditions and deadlines for the correction of violations or the payment of outstanding wages, Predictability Pay, Sick Time Benefits, penalties, and administrative fines.

**I. Wage Enforcement Order.** The hearing officer's findings pursuant to Section 188.10.H shall constitute the Wage Enforcement Order, which shall be issued by the hearing officer. The Wage Enforcement Order shall specify the amount of wages, Predictability Pay, Sick Time Benefits, penalties, and administrative fines, if any, owed by the Employer. The Wage Enforcement Order shall be final and shall be served on the Employer, Employee, and Division by certified mail. Pursuant to California Code of Civil Procedure Section 1094.5, the Wage Enforcement Order shall be subject to judicial review in the appropriate superior court.

#### **SEC. 188.11. OTHER REMEDIES NOT AFFECTED.**

The administrative enforcement procedures established in this article shall be in addition to any other criminal or civil remedy established by law that may be pursued to address violations of the Minimum Wage Ordinance, the Fair Work Week Ordinance, or this article. Jeopardy shall not attach as a result of any administrative or civil enforcement action taken pursuant to this article. A Notice of Correction or Wage Enforcement Order issued pursuant to this article shall not prejudice or adversely affect any other action, civil or criminal, that may be brought to prosecute or abate a violation or to seek compensation for damages suffered.

**SEC. 188.12. OUTREACH.**

The Division shall establish a community-based outreach program to conduct education and outreach to Employers and Employees. In partnership with organizations involved in the community-based outreach program, the Division shall create outreach materials that are designed for Employers and Employees in particular industries.

**SEC. 188.13. REGULATIONS.**

The Division may promulgate rules and regulations and issue determinations and interpretations relating to the Minimum Wage Ordinance, the Fair Work Week Ordinance, and this article. Any rules and regulations promulgated by the Division shall have the force and effect of law, and may be relied upon by Employers, Employees, and other parties to determine their rights and responsibilities under this article. The Division may amend the rules and regulations when necessary to administer and enforce effectively the Minimum Wage and Fair Work Week Ordinances, and this article.

**SEC. 188.14. REPORTS.**

The Division shall provide annual reports to the City Council on the implementation of the Los Angeles Office of Wage Standards Ordinances.

**SEC. 188.15. SEVERABILITY.**

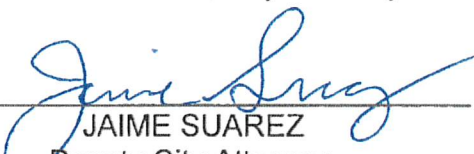
If any subsection, sentence, clause, or phrase of this article is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this section, and each and every subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Sec. 3. This ordinance shall be effective on April 1, 2023.

Sec. 4. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By   
JAIME SUAREZ  
Deputy City Attorney

Date 6/23/2022

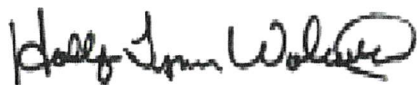
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The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR

  
\_\_\_\_\_

  
\_\_\_\_\_

Ordinance Passed November 29, 2022

Approved 12/08/2022

Posted Date: 12/09/2022

Ordinance Effective Date: 01/18/2023

## ANALYSIS

This ordinance amends Title 8 – Consumer Protection, Business, and Wage Regulations of the Los Angeles County Code by adding Chapter 8.102 – Fair Workweek to provide predictable working hours and related benefits to employees of certain retail businesses with more than 300 employees in the unincorporated areas of the County of Los Angeles.

Chapter 8.102 – Fair Workweek: (1) defines the retail employees and retail employers subject to the ordinance; (2) establishes requirements for employers to provide employees with predictable working hours and advance notice and information relating to work schedules; (3) prohibits retaliation against employees who exercise rights provided by this ordinance; (4) establishes penalties and fines for violations; (5) authorizes the Department of Consumer and Business Affairs to enforce the ordinance, including authorization to issue subpoenas; and (6) creates a violation appeals process.

DAWYN R. HARRISON  
County Counsel

By   
MICHAEL S. BUENNAGEL  
Senior Deputy County Counsel  
Government Services Division

MSB:ch

Requested: 09/07/23  
Revised: 12/22/23

**ORDINANCE NO. 2024-0019**

An ordinance amending Title 8 – Consumer Protection, Business, and Wage Regulations of the Los Angeles County Code by adding Chapter 8.102 – Fair Workweek to provide predictable working hours and related benefits to employees of certain retail businesses with more than 300 employees in the unincorporated areas of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Chapter 8.102 is hereby added to read as follows:

**Chapter 8.102 FAIR WORKWEEK**

**8.102.010 Short Title.**

**8.102.020 Findings.**

**8.102.030 Definitions.**

**8.102.040 Good Faith Estimate of Work Schedule.**

**8.102.050 Right to Request Changes to Work Schedule.**

**8.102.060 Work Schedule.**

**8.102.070 Additional Work Hours Offered to Current Employees  
before Hiring New Workers.**

**8.102.080 Predictability Pay for Work Schedule Changes.**

**8.102.090 Coverage for Missing Work Shift.**

**8.102.100 Rest Between Shifts.**

**8.102.110 Notice of Retail Employee's Workweek Rights and Other  
Retail Employer Documentation.**

**8.102.120 Notice and Posting of Retail Employee's Workweek**

**Rights.**

**8.102.130 Employer Record Keeping and Access Requirements.**

**8.102.140 Electronic Notice.**

**8.102.150 Retaliation Prohibited.**

**8.102.160 Department of Consumer and Business Affairs—Powers**

**and Duties.**

**8.102.170 Complaints.**

**8.102.180 Investigations.**

**8.102.190 Notices of Violations.**

**8.102.200 Settlement.**

**8.102.210 Reconsideration of Wage Enforcement Order.**

**8.102.220 Appeals.**

**8.102.230 Restitution and Penalties Payable to Retail Employee**

**for Violations.**

**8.102.240 Administrative Fines Payable to County for**

**Violations.**

**8.102.250 Calculation and Payment of Penalties and Fines for**

**Violations.**

**8.102.260 Other Remedies Not Affected.**

**8.102.270 Waiver Prohibited.**

**8.102.280 Severability.**

**8.102.290 Encouragement of More Generous Policies.****8.102.300 Effective Date.****8.102.310 Exemptions.****8.102.010 Short Title.**

This Ordinance codified in Title 8, Chapter 8.102 will be known as, and may be cited as, the "Los Angeles County Fair Workweek Ordinance."

**8.102.020 Findings.**

The Board of Supervisors of the County of Los Angeles finds and declares as follows:

The retail industry is a significant segment of the local economy. Retail workers are often paid low wages and work part time with unpredictable schedules that fluctuate weekly with little or no advanced notice of their work schedules or changes to their schedules. Retail employers will often ask workers to come in on their days off, expect them to have open availability and be "on-call," and commonly assign shifts which do not provide enough time for the worker to properly rest. With this uncertainty, retail employers are able to evade labor laws while dispossessing retail employees of their free time outside of work and time they anticipated being paid for.

In order to meaningfully support its retail workers, the County enacts these fair workweek protections to: (1) support retail workers in the County by providing fair workweek protections; and (2) promote the health, safety, and welfare of retail workers in the County by providing them with more predictable work schedules that ensure stability for themselves and their families and the opportunity to work more hours.



**8.102.030 Definitions.**

In this Chapter, "may" is permissive and "must" is mandatory, and the terms below have the following meanings:

- A. "Correction Order" means the notice issued by the Department of Consumer and Business Affairs to a Retail Employer described in Section 8.102.190.
- B. "County" means the County of Los Angeles.
- C. "Days" means calendar days, which is all days including Saturdays, Sundays, and holidays, unless otherwise specified.
- D. "Department" and "DCBA" mean the Los Angeles County Department of Consumer and Business Affairs.
- E. "Director" means the Director of the DCBA or their designee.
- F. "Franchise" means a contract or agreement, either expressed or implied, whether oral or written, between two or more persons by which:
  - 1. A franchisee is granted the right to engage in the business of offering, selling, or distributing goods or services under a marketing plan or system prescribed in substantial part by a franchisor; and
  - 2. The operation of the franchisee's business pursuant to that plan or system is substantially associated with the franchisor's trademark, service mark, trade name, logotype, advertising, or other commercial symbol designating the franchisor or its affiliate; and
  - 3. The franchisee is required to pay, directly or indirectly, a Franchise fee.

G. "Good Faith Estimate of Work Schedule" means a reasonable, fact-based prediction of an existing Retail Employee's Work Schedule or a prospective Retail Employee's Work Schedule. This prediction can be based on forecasts, prior hours worked by a similarly situated retail employee, or other relevant information.

H. "Hearing Officer" means the person designated by the Director who will conduct a fair and impartial hearing under this Chapter, including, but not limited to, the Office of the County Hearing Officer, if one has been created.

I. "On-Call Shift" means any Shift for which a Retail Employee must, less than twenty-four (24) hours in advance of the start of the Shift, either contact the Retail Employer or Retail Employer's designee, or wait to be contacted by the Retail Employer or Retail Employer's designee, for the purpose of determining whether the Retail Employee must report to work.

J. "Person" means any person, association, organization, partnership, business trust, limited liability company, or corporation.

K. "Predictability Pay" means the compensation paid to an Employee for changes made by a Retail Employer to a Retail Employee's Work Schedule pursuant to Section 8.102.080 of this Chapter. Predictability Pay must be calculated on an hourly basis at the Retail Employee's regular rate of pay. Predictability Pay is in addition to any wages earned for work performed by a Retail Employee.

L. "Primary Languages" means English, Spanish, and any other language spoken by at least ten percent (10%) of the Retail Employees at a Retail Employer workplace or job site.

M. "Reconsideration Determination" means the written response of the Director to a timely request for reconsideration of a Wage Enforcement Order as described in Section 8.102.210.

N. "Retail Employee" means any individual who:

1. In a particular Workweek performs at least two (2) hours of work within the Unincorporated Areas of the County for a Retail Employer;
2. Qualifies as an employee entitled to payment of a minimum wage from any Retail Employer under the California minimum wage law as provided under California Labor Code section 1197 and wage orders published by the California Industrial Welfare Commission; and
3. Is assigned a primary work location and duties that support retail operations, including, but not limited to, a retail store or warehouse.

For purposes of this Chapter, a Retail Employer has the burden to demonstrate that an individual otherwise covered under this Chapter is a bona fide independent contractor and not a Retail Employee.

O. "Retail Employer" means any Person who:

1. Is identified as a retail business in the North American Industry Classification System (NAICS) within the retail trade categories and subcategories 44 through 45; or any business, including non-profit organizations, whose revenues are generated primarily from the sale to end users of tangible products that are primarily for personal, household, or family purposes, including, but not limited to, appliances, clothing, electronics, groceries, and household items;

2. Directly, indirectly, or through an agent or any other Person, including through the services of a contractor, temporary service, or staffing agency, exercises control over the wages, hours, or working conditions of any Retail Employee; and

3. Employs three hundred (300) or more employees globally.

a. For the purposes of determining the number of employees, the following must be included:

i. Any employee over whom the Retail Employer directly, or through an agent or any other Person, including through the services of a contractor, temporary service, or staffing agency, exercises control over the wages, hours, or working conditions;

ii. Any employee of the Retail Employer's Subsidiary, provided that the Subsidiary qualifies as a retail business pursuant to Subsection O.1 of Section 8.102.030; and

iii. Any employee of any Person operating a business pursuant to a Franchise, provided that the franchisee's business is over 15,000 square feet and identified as a retail business pursuant to Subsection O.1 of Section 8.102.030.

b. Any Person or business whose employees are included in the count of total employees of the Retail Employer, including those identified in Subsections O.3.a.ii and O.3.a.iii, above, qualifies as a Retail Employer for purposes of Section 8.102.030.

c. Retail Employers associated with one or more NAICS codes will be associated with the NAICS code that corresponds to the business's principal business activity, which is the activity from which the business derives the largest percentage of its total receipts.

P. "Shift" means the consecutive hours a Retail Employee is required to work including meal and rest periods.

Q. "Subsidiary" means any business entity in which a Retail Employer has an ownership interest of more than fifty percent (50%).

R. "Unincorporated Areas" means any area in the County outside the jurisdictional boundaries of incorporated cities.

S. "Wage Enforcement Order" means the written order issued by the DCBA to a Retail Employer as described in Section 8.102.190.

T. "Work Schedule" means the schedule of the hours, days, work location, and times, including all On-Call Shifts, when a Retail Employer requires a Retail Employee to work or be on-call to work.

U. "Workweek" means any seven (7) consecutive days, starting with the same calendar day each week. A Workweek shall be a fixed and regularly occurring period of seven (7) consecutive twenty-four (24) hour periods which is equivalent to a period of one hundred and sixty-eight (168) hours.

V. "Written" or "In Writing" means a communication or documentation made on a physical surface, typically paper, with a pen, pencil, or similar implement, as well as electronic means, including text messaging, instant messages, and email. Any

requirement in this Chapter for a Retail Employer to obtain a Retail Employee's consent may be documented by a written record, inclusive of electronic means, of the Retail Employee's consent.

**8.102.040 Good Faith Estimate of Work Schedule.**

A. Before hiring a person for a position that will qualify the person as a Retail Employee, a Retail Employer must provide the prospective Retail Employee a written Good Faith Estimate of Work Schedule in the Primary Languages.

B. The Good Faith Estimate of Work Schedule provided before the time of hire must include the Notice of Retail Employee's Workweek Rights required by Section 8.102.120.

C. A Retail Employer must provide a written Good Faith Estimate of Work in the Primary Languages within ten (10) days of a current Retail Employee's request.

D. A Good Faith Estimate of Work Schedule does not constitute a binding contract or offer. However, if a Retail Employee's actual hours, days, location, or Shifts worked substantially deviate from the Good Faith Estimate of Work Schedule, the Retail Employer must have a documented, legitimate business reason, unknown at the time of providing the Good Faith Estimate of Work Schedule, to substantiate the deviation.

1. For purposes of this Section, "substantially deviate" means when any of the following occur in six Workweeks out of twelve consecutive Workweeks, and the occurrence is not due to documented Retail Employee-initiated or Retail Employee-approved changes:

- a. The number of actual hours worked differs by twenty percent (20%) or more from the expected hours in the Good Faith Estimate of Work Schedule;
- b. The actual days of the week worked differ from the expected days of the week indicated in the Good Faith Estimate of Work Schedule;
- c. The actual work location differs from the expected work location in the Good Faith Estimate of Work Schedule; or
- d. At least one actual Shift per week is outside of the potential Shifts indicated in the Good Faith Estimate of Work Schedule.

**8.102.050 Right to Request Changes to Work Schedule.**

A Retail Employee has a right to request a preference for certain hours, times, or locations of work. A Retail Employer may accept or decline the request, provided that the Retail Employer notifies the Retail Employee, in writing, of the reason for any denial.

**8.102.060 Work Schedule.**

A. A Retail Employer must provide a Retail Employee with notice of the Retail Employee's Work Schedule in the Primary Languages at least fourteen (14) days before the start of the work period by any one of the following:

- 1. Post the Work Schedule in a conspicuous and accessible location where employee notices are customarily posted and visible to all employees; or
- 2. Transmit the Work Schedule by electronic means or another manner reasonably calculated to provide actual notice to each Retail Employee.

B. A Retail Employer must transmit notice, by electronic means or another manner reasonably calculated to provide actual notice to each Retail Employee affected by a Work Schedule change, of any Retail Employer-initiated changes to the Work Schedule that occur after the advance notice required under Section 8.102.060.A.

C. A Retail Employee has a right to decline any hours, Shifts, or work location changes not included in the Work Schedule.

1. If a Retail Employee agrees to changes to the Work Schedule, the Retail Employee's consent must be documented.

2. The record of the Retail Employee's consent must show that the Retail Employer obtained it in advance of the change. General or ongoing consent is insufficient to meet this requirement.

D. A Retail Employee, who substantiates an ongoing concern for their or their family's personal safety, has a right to request that the Retail Employee's Work Schedule not be posted or transmitted to other employees, notwithstanding Subsection A.1 of Section 8.102.060. A request not to post or transmit to other employees may be submitted in writing or verbally. The Retail Employer must immediately implement the request, except a Work Schedule may be shared with any employee with a good faith business purpose for accessing a Work Schedule, such as an employee whose responsibilities include managing employee Shifts. A Retail Employer must implement a request from a Retail Employer not to post or transmit



their Work Schedule until the Retail Employee withdraws their request verbally or in writing.

**8.102.070 Additional Work Hours Offered to Current Employees before Hiring New Workers.**

A. Before hiring a new Retail Employee or using a contractor, temporary service, or staffing agency to perform work, a Retail Employer must first offer the work to current Retail Employees if:

1. One or more of the current Retail Employees is qualified to do the work as reasonably determined by the Retail Employer; and
2. The additional work hours would not result in the payment of a premium rate under California Labor Code section 510.

B. A Retail Employer must make the offer for additional work hours contemplated by this Section to each current Retail Employee in the Primary Languages either in writing or by posting the offer in a conspicuous location in the workplace where notices to Retail Employees are customarily posted.

C. A Retail Employer must make the offer for additional work hours contemplated by this Section to current Retail Employees at least seventy-two (72) hours prior to hiring any new Retail Employee, using a contractor, temporary service, or staffing agency. Upon receipt of the offer, a Retail Employee must have forty-eight (48) hours to accept the offer of additional hours in writing. Upon the expiration of the forty-eight (48) hour period, the Retail Employer may hire new Retail Employees or retain the services of a contractor, temporary service, or staffing agency to work any additional

hours not accepted for work by current Retail Employees. At any time during the seventy-two (72) hour period, if the Retail Employer receives written confirmation from all its Retail Employees that they are not interested in accepting additional hours of work, the Retail Employer may immediately proceed with hiring new Retail Employees or retain a contractor, temporary service, or staffing agency. If more current Retail Employees accept the offer to work than hours are available, the Retail Employer must award the hours using a fair and equitable distribution method.

D. A Retail Employee who accepts additional hours pursuant to this Section is not entitled to Predictability Pay for those additional hours if it results in a schedule change from the Work Schedule.

**8.102.080 Predictability Pay for Work Schedule Changes.**

A. A Retail Employer must provide the Retail Employee with Predictability Pay under the following conditions:

1. A Retail Employer must compensate the consenting Retail Employee with one additional hour of pay at the Retail Employee's regular rate for each change in their Work Schedule made pursuant to Section 8.102.060.B to a scheduled date, time, or location that:

- a. Results in no loss of time to the Retail Employee; or
- b. Results in additional work time that exceeds fifteen (15)

minutes.

2. A Retail Employer must compensate a Retail Employee at one-half (1/2) of the Retail Employee's regular rate of pay for the time the Retail Employee does

not work for the following reasons if occurring after the advanced notice required in

Section 8.102.060.A:

- a. Subtracting hours from a Shift before or after the Retail Employee reports for duty;
- b. Changing the start or end time of a Shift resulting in a loss of more than fifteen (15) minutes;
- c. Changing the date of a Shift;
- d. Cancelling a Shift; or
- e. Scheduling the Retail Employee for an On-Call Shift for which the Retail Employee is not called in.

B. Predictability Pay is not required if any of the following occur:

- 1. A Retail Employee initiates the requested Work Schedule change
- 2. A Retail Employee accepts a schedule change initiated by a Retail Employer due to an absence of another scheduled Retail Employee. The Retail Employer must communicate to the Retail Employee that acceptance of the hours is voluntary and the Retail Employee has a right to decline and must document the specific nature of the request and the Retail Employee's consent.
- 3. A Retail Employee accepts additional hours pursuant to Section 8.102.070.
- 4. A Retail Employee's hours are reduced due to the Retail Employee's violation of any existing law or of the Retail Employer's lawful policies and procedures.

5. The Retail Employer's operations are compromised pursuant to law.

6. Extra hours worked require the payment of an overtime premium under California Labor Code section 510.

**8.102.090 Coverage for Missing Work Shift.**

A Retail Employer may not require a Retail Employee to find coverage for a Shift or partial Shift if the Retail Employee is unable to work for reasons protected by law.

**8.102.100 Rest Between Shifts.**

A Retail Employer must not schedule a Retail Employee to work a Shift that starts less than ten (10) hours from the Retail Employee's last Shift, unless the Retail Employer obtains the Retail Employee's written consent and pays the Retail Employee a premium of time and a half for each hour of the second Shift not separated by at least ten (10) hours.

**8.102.110 Notice of Retail Employee's Workweek Rights and Other Retail Employer Documentation.**

- A. On or before July 1 of each year, the DCBA shall make available:
1. A Notice of Retail Employee's Workweek Rights in order for Retail Employers to comply with Section 8.102.120.
  2. Templates for Good Faith Estimate of Work Schedule, Work Schedule and forms to notify Retail Employees of schedule changes to assist Retail Employers with the requirements of this Chapter.

B. The DCBA shall make available electronic and hardcopy versions of all notices and templates of this Section in English and Spanish, and additional languages at the discretion of the Director.

**8.102.120 Notice and Posting of Retail Employee's Workweek**

**Rights.**

Every Retail Employer must post in a conspicuous place at any workplace or job site where any Retail Employee works, the Notice of Retail Employee's Workweek Rights published each year by the DCBA informing Retail Employees of their rights under this Chapter. Every Retail Employer must post notices in the Primary Languages. For Retail Employees who do not have regular access to the workplace or job site, the Retail Employer must provide a copy of the notice by electronic communication or US Mail annually.

**8.102.130 Employer Record Keeping and Access Requirements.**

A. A Retail Employer must retain all records required by this Chapter, for both current and former Retail Employees, in a printable electronic format, for a period of three (3) years. These records include:

1. Work Schedules for all Retail Employees;
2. Copies of written offers to Retail Employees for additional work hours and written responses from Retail Employees;
3. Written correspondence between the Retail Employer and Retail Employee regarding Work Schedule changes, including, but not limited to, requests,

approvals, and denials, and requests not to post or transmit Work Schedules to other employees;

4. Good Faith Estimate of Work Schedules provided to new and existing Retail Employees; and

5. Payroll records pertaining to each Retail Employee that document the name, address, occupation, dates of employment, rate or rates of pay, amount paid each pay period, the hours worked for each Retail Employee, the amount of Predictability Pay paid each pay period, the amount of premium pay paid each pay period for Shifts scheduled to close together pursuant to Section 8.102.100, and the formula by which each Retail Employee's wages are calculated.

B. To monitor and investigate compliance with the requirements of this Chapter or Chapter 8.100, every Retail Employer must:

1. Allow the DCBA access to such records required in Subsection A of Section 8.102.130;

2. Allow the DCBA to interview persons, including Retail Employees, during normal business hours, and shall cooperate with the DCBA investigators; and

3. Allow DCBA access to all workplaces subject to this Chapter during business hours to inspect books and records, to interview persons, including Retail Employees, and to investigate such matters necessary or appropriate to determine whether a Retail Employer has violated any provisions of this Chapter.

C. There shall be a rebuttable presumption that a Retail Employer violated this Chapter if an allegation is made concerning a Retail Employee's entitlement to

compensation due under this Chapter and a Retail Employer does not maintain or retain records required by Subsection A of Section 8.102.130, or if a Retail Employer does not allow the DCBA reasonable access to such records.

D. Where a Retail Employer demonstrates to the DCBA that the Retail Employer shall incur a fee or charge for providing the records required in Subsection A of Section 8.102.130, the Retail Employer shall only be required to provide the DCBA with the prior two years of records unless the DCBA determines obtaining three years of records is reasonable and necessary for the enforcement of this Chapter.

**8.102.140                      Electronic Notice.**

For purposes of this Chapter, an electronic communication shall be deemed a written notice as required of Retail Employers and are subject to all retention requirements of Section 8.102.130.

**8.102.150                      Retaliation Prohibited.**

A. It shall be unlawful for a Retail Employer or any other person to discriminate in any manner or take adverse action against any person in retaliation for exercising rights protected under this Chapter. Rights protected under this Chapter include, but are not limited to: (1) the right to file a complaint or legal action or inform any Person about any other Person's alleged noncompliance with this Chapter; and (2) the right to inform any Person of his or her potential rights under this Chapter and to assist in asserting such rights. Protections of this Chapter shall apply to any Person who mistakenly, but in good faith, alleges noncompliance with this Chapter. Taking adverse action against a Person within ninety (90) days of the Person's exercise of

rights protected under this Chapter shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights. For retaliatory action by the Retail Employer, the Retail Employee shall be entitled to reinstatement of his or her prior position, assignment, or job, if applicable.

B. No Retail Employer or any other Person may communicate to a Retail Employee exercising rights protected under this Chapter, directly or indirectly, the willingness to inform a government employee that the Person is not lawfully in the United States, or to report, or to make an implied or express assertion of a willingness to report, suspected citizenship or immigration status of a Retail Employee or a family member of the Retail Employee to a State, federal, or local agency because the Retail Employee has exercised a right under this Chapter.

**8.102.160 Department of Consumer and Business Affairs—Powers and Duties.**

A. Enforcement and Investigations. The DCBA is authorized to take appropriate steps to enforce this Chapter, including conducting investigations of possible violations by a Retail Employer or other Person.

B. Access to Records. The DCBA shall have access to all workplaces subject to this Chapter during business hours to inspect books and records, to interview Persons, including Retail Employees, and to investigate such matters necessary or appropriate to determine whether a Retail Employer has violated any provisions of this Chapter. The Retail Employer is required to provide to the DCBA the legal name,



address, and telephone number of the Retail Employer and all Retail Employees in writing upon request.

C. Subpoenas. The Director is authorized to issue subpoenas for documents and to conduct examinations of Persons as witnesses under California Government Code section 53060.4 for the purpose of enforcing this Chapter. Each subpoena shall be prepared in consultation with County Counsel and, upon issuance, the Director shall notify the Board of Supervisors of the subpoena.

D. Rulemaking Authority. The DCBA shall establish rules, policies, and procedures governing the administration and enforcement of this Chapter, and prior to issuance, will provide a copy of the rules, policies, and procedures to the Board of Supervisors.

E. Confidentiality. The DCBA must encourage reporting and cooperation with investigations by keeping confidential, to the maximum extent permitted by law, the name, address, and other identifying information of each Retail Employee, person reporting a violation, or person aiding an investigation by providing information to the DCBA investigators. Provided, however, that with the authorization of such person, the DCBA may disclose his or her name and identifying information as necessary to enforce this Chapter or for other appropriate purposes. The DCBA must also protect proprietary business information to the maximum extent permitted by law.



# MEMORANDUM



## POLICE DEPARTMENT

---

**DATE:** March 14, 2025

**TO:** Justin Hess, City Manager

**FROM:** Adam Cornils, Deputy Chief of Police  
VIA: Viviana Garzon, Police Administrator  
BY: Lieutenant Jeff Barcus, Traffic Bureau

A handwritten signature in blue ink, appearing to read "Adam Cornils", is written over the "FROM:" line.

**SUBJECT:** City Manager Tracking List # 2680 – Traffic Enforcement Around Schools

---

### **BACKGROUND**

At the January 28, 2025, Council Meeting, Council Member Mullins requested an update on traffic enforcement around schools during drop-off and pick-up times. Council received a memorandum on this topic on November 8, 2024 from Lieutenant Pfrommer outlining school traffic safety enforcement measures including motor officer enforcement, school crossing guard detail, valet zones around schools, the Department's use of speed trailers, and education utilizing social media (Attachment 1).

### **DISCUSSION**

Facilitating the safe and efficient movement of traffic throughout the City is a core objective of the Burbank Police Department (Department), managed by the Traffic Bureau. The Traffic Bureau collaborates with the Public Works and Community Development Departments to proactively implement education, enforcement, and engineering measures that enhance traffic safety. On

The Traffic Bureau partners with the Burbank Unified School District (BUSD) to educate and enforce measures aimed at increasing safety around all 21 school campuses (Attachment 2). Many of the BUSD campuses were constructed at a time when students walked or took the bus to school as their primary modes of transportation. However, with most students now being driven to school, significant congestion occurs on streets surrounding campuses during the pick-up and drop-off periods.

The Traffic Bureau ensures that its education and enforcement efforts are distributed equitably across all schools, with priorities determined in coordination with BUSD and each school principal.

### **Enforcement** **Motor Officers**

At the start of each school year, every motor officer is assigned three of the City's twenty-one schools to oversee traffic enforcement and education. This initiative aims to enhance awareness of traffic and pedestrian safety among both parents and students. Motor officers primarily enforce laws related to speeding, adherence to traffic signals and signs, and obstruction of traffic—violations which are the primary contributors to vehicle congestion around the schools.

Patrol officers also play a role in this initiative by supplementing the work of motor officers. As motor officers focus on traffic enforcement around schools, patrol officers also provide backup during peak times and can address additional traffic concerns as they arise. This helps maintain the flow of traffic and support community safety efforts.

The Department recently completed a selection process to fill motor officer vacancies, resulting in three candidates being chosen. One of the selected officers has completed field training. With these new additions, the Department now has nine motor officers actively serving out of twelve authorized positions. While this marks a significant step toward full staffing, efforts continue to ensure that the Traffic Bureau reaches full capacity, further strengthening the Department's ability to improve traffic safety throughout the city.

The Department has also asked BUSD to stagger start times across schools to ensure that officers can be present at more schools during the peak drop off and pick up hours. This change would allow for a better distribution of resources, enhancing the ability of officers to manage traffic congestion and safety at multiple locations throughout the day.

### **Crossing Guards**

There are nine crossing guards assigned to the eleven elementary schools throughout the city, with staffing determined by pedestrian and vehicle traffic near each school. Crossing guards assist community members, particularly students, in safely crossing streets on their way to and from school. They also help manage pedestrian safety during peak traffic times at the start and end of the school day. To address staffing shortages, the Department has been working with the Management Services Department to recruit for the crossing guard position, with interviews scheduled for mid-March.

### **Parking Enforcement**

At the beginning of the school year, Parking Enforcement Representatives (PERs) from LAZ are assigned to help manage vehicle and pedestrian traffic around school campuses.

Their assignments are based on varying traffic conditions at each school. PERs primarily enforce parking regulations, ensuring vehicles do not park or stop in restricted zones and addressing double parking that obstructs the safe exit of passengers.

### **Community Service Officers**

With Council's request and approval, the Department expects to complete the recruitment process for two Community Service Officer (CSO) positions by mid-March. The CSOs will be assigned to the Traffic Bureau, providing supplemental parking enforcement and traffic control around schools as part of their regular duties. The Department also plans to request funding in Fiscal Year 2025-26 to expand the CSO program and enhance services.

### **Education**

#### **School Presentations and Social Media**

The Traffic Bureau produces educational videos focused on school safety, which are shared on both the Department's and the City of Burbank's social media platforms. Additionally, the Department is working collaboratively with BUSD to distribute these videos on individual school websites to expand their reach in the community.

The Department recently distributed a social media post about an incident involving the arrest of an individual driving recklessly near Burbank High School. The driver, who was not a district student, was operating a vehicle with disregard for public safety. Officers conducted a traffic stop and discovered that the individual was transporting students to the school for drop-off. This enforcement action highlights the Department's commitment to ensuring student safety through both education and proactive traffic enforcement efforts.

### **CONCLUSION**

The Department recognizes the ongoing concerns surrounding traffic enforcement near schools, particularly during peak drop-off and pick-up times, when congestion and safety risks are heightened. To address these challenges, the Department is committed to strengthening both educational outreach and enforcement efforts to promote safe driving behaviors and ensure the well-being of students, parents, and staff.

The anticipated filling of vacancies, including the addition of Community Service Officers assigned to the Traffic Bureau, will enhance the Department's ability to conduct targeted enforcement in school zones, manage traffic flow, and respond more effectively to safety concerns. By increasing staffing and resources, the Department aims to create a safer environment around schools through a combination of proactive enforcement, community engagement, and educational initiatives.

**ATTACHMENT**

Attachment 1 – Memo to Council November 8, 2024

Attachment 2 - List of Schools



## MEMORANDUM



## POLICE DEPARTMENT

---

**DATE:** November 8, 2024

**TO:** Justin Hess, City Manager

**FROM:** Michael Albanese, Chief of Police  
VIA: Viviana Garzon, Police Administrator  
BY: Lieutenant John Pfrommer, Traffic Bureau

**SUBJECT:** City Manager Tracking List # 2644 – School Traffic Safety Enforcement Measures

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### **BACKGROUND**

At the October 1, 2024, Council meeting, Council Member Mullins requested a memorandum with an update on the Burbank Police Department's (Department) school safety enforcement measures, including measures around the high schools.

### **DISCUSSION**

Facilitating the safe and efficient movement of traffic throughout the City of Burbank is a core objective of the Department, managed by the Traffic Bureau. The Traffic Bureau collaborates with the Public Works and Community Development Departments to proactively implement education, enforcement, and engineering measures that enhance traffic safety. While the Department focuses on education and enforcement, Public Works and Community Development identify and apply engineering improvements to roadway and intersection design.

The Traffic Bureau partners with the Burbank Unified School District (BUSD) to educate and enforce measures aimed at increasing safety on all 21 school campuses (Table 1). The Traffic Bureau ensures that its education and enforcement efforts are distributed equitably across all schools, with priorities determined in coordination with BUSD and each school principal.

Table 1. Schools in Burbank Unified School District

BUSD School Campuses	
Elementary Schools	Secondary Schools
Bret Harte Elementary	Dolores Huerta Middle School
George Washington Elementary	John Muir Middle School
Joaquin Miller Elementary	Luther Burbank Middle School
Providencia Elementary	Burbank High School
Ralph Emerson Elementary	John Burroughs High School
Robert Luis Stevenson Elementary	Monterey High School
Theodore Roosevelt Elementary	Alternative Schools
Thomas Edison Elementary	Burbank Adult School
Thomas Jefferson Elementary	Horace Mann Children's Center
Walt Disney Elementary	Independent Learning Academy
William McKinley Elementary	Magnolia Park School

## **Enforcement**

### **Motor Officers**

Motor officers in the Department's Traffic Bureau play an essential role in ensuring traffic safety throughout the City by reducing injury collisions through enforcement, investigating traffic incidents, and addressing traffic-related community complaints. At the start of the school year, the Traffic Bureau adjusts its operational hours to guarantee motor officers are present at all the schools during morning drop-off and afternoon pick-up times. The assigned officers meet with school principals, exchange contact information, and discuss traffic safety concerns. Each school has both common and unique traffic-related concerns, and motor officers use this opportunity to determine the best strategies for mitigating risks caused by traffic congestion and violations of traffic laws.

For the 2024-2025 school year which began on August 12, 2024, the Traffic Bureau assigned motor officers and parking enforcement officers to schools for the first four weeks. Initially, the officers focused on driver education by issuing warnings before transitioning to active enforcement for observed driving and traffic violations. Common violations include stopping in a traffic lane, unloading students in the traffic lane, parking in red zones, and double parking. Enforcement encourages voluntary compliance with traffic laws. After the first four weeks, motor officers began visiting their assigned schools on a rotating basis, as each officer is responsible for two to three schools. The Department's ongoing partnership with BUSD has enhanced school zone safety during critical drop-off and pick-up times, addressed traffic concerns, and promoted compliance through education, and enforcement.



The Department has also initiated discussions with BUSD to distribute the videos on their school websites to reach more community members.

### **BUSD Collaboration Update**

The Traffic Bureau attended the annual BUSD principals' meeting prior to the start of the 2024-2025 school year to discuss additional measures to improve traffic safety around schools. The following steps were outlined:

- Review current drop-off and pick-up procedures.
- Survey parents and students to identify modes of travel.
- Direct separate modes of travel to designated school entry points.
- Create school circulation maps for each individual school.
- Create a communications plan to provide clear and consistent messaging.
- Reinforce the circulation plan with education and enforcement.

The review of drop-off and pick-up procedures includes evaluations of each school's valet zone to identify areas for improvement and update circulation maps accordingly. Once complete, the Department will collaborate with Public Works to execute proposed changes, including updates to curb markings and parking signage. The goal is to complete this project during the 2024-2025 school year.

### **CONCLUSION**

School zones present a unique environment where a high volume of vehicles and pedestrians converge in a small area during a short time frame, creating congestion and, more importantly, risks to student safety. The Traffic Bureau recognizes these risks and works to mitigate them through both education and enforcement at our local schools.

In response to recent community concerns regarding traffic safety around school campuses, the Traffic Bureau is hiring five additional crossing guards and has adjusted the motor officers' operational hours to align with school drop-off and pick-up times. This temporary adjustment demonstrates the Department's commitment to serve the Burbank community by acknowledging community concerns, adapting our operations to meet those needs, and enhancing our service through collaboration with all stakeholders focused on traffic safety.

### List of Schools in the Burbank Unified School District

BUSD School Campuses	
Elementary Schools	Secondary Schools
Bret Harte Elementary	Dolores Huerta Middle School
George Washington Elementary	John Muir Middle School
Joaquin Miller Elementary	Luther Burbank Middle School
Providencia Elementary	Burbank High School
Ralph Emerson Elementary	John Burroughs High School
Robert Luis Stevenson Elementary	Monterey High School
Theodore Roosevelt Elementary	Alternative Schools
Thomas Edison Elementary	Burbank Adult School
Thomas Jefferson Elementary	Horace Mann Children's Center
Walt Disney Elementary	Independent Learning Academy
William McKinley Elementary	Magnolia Park School

The first part of the paper discusses the importance of the research and the objectives of the study. It highlights the need for a comprehensive understanding of the subject matter and the role of the researcher in this process. The second part of the paper presents the methodology used in the study, including the data collection methods and the analysis techniques. The third part of the paper discusses the results of the study and the conclusions drawn from the findings. The final part of the paper provides a summary of the key points and offers suggestions for future research.

The research was conducted in a systematic and rigorous manner, following the principles of scientific inquiry. The data was collected from a representative sample of the population, and the analysis was performed using advanced statistical techniques. The results of the study indicate that there is a significant relationship between the variables under investigation, and this finding has important implications for the field of study. The conclusions drawn from the study are based on the evidence presented, and they provide a clear and concise summary of the findings. The suggestions for future research are based on the limitations of the current study and the need for further exploration of the subject matter.

The study was conducted in a controlled environment, and the results are based on the data collected during the study period. The findings of the study are consistent with the previous research in the field, and they provide a new perspective on the subject matter. The study also highlights the importance of the research and the role of the researcher in this process. The methodology used in the study is robust and reliable, and the results are based on the evidence presented. The conclusions drawn from the study are based on the findings, and they provide a clear and concise summary of the results. The suggestions for future research are based on the limitations of the current study and the need for further exploration of the subject matter.

The study was conducted in a systematic and rigorous manner, following the principles of scientific inquiry. The data was collected from a representative sample of the population, and the analysis was performed using advanced statistical techniques. The results of the study indicate that there is a significant relationship between the variables under investigation, and this finding has important implications for the field of study. The conclusions drawn from the study are based on the evidence presented, and they provide a clear and concise summary of the findings. The suggestions for future research are based on the limitations of the current study and the need for further exploration of the subject matter.



# MEMORANDUM



## POLICE DEPARTMENT

---

**DATE:** March 14, 2025

**TO:** Justin Hess, City Manager

**FROM:** Adam Cornils, Deputy Chief of Police *Adam Cornils* 11/19/21  
VIA: Viviana Garzon, Police Administrator  
BY: Nazeli Ekimyan, Administrative Analyst II

**SUBJECT:** City Manager Tracking List #2684 -- Update on the Implementation of the Community Service Officer Program

---

### BACKGROUND

At the February 4, 2025, Council meeting, Vice Mayor Takahashi requested a memorandum with an update on the Burbank Police Department's (Department) Community Service Officer (CSO) position.

### DISCUSSION

The Department recently established the Community Service Officer (CSO) classification to handle a variety of non-emergency requests that were historically managed by sworn personnel. As part of the 2024-2025 fiscal year budget, two CSO positions were approved, and the Department has begun the hiring process.

The Department's sworn officers, who are Peace Officer Standards and Training (POST) certified, have traditionally responded to most service calls in Burbank, including non-emergency incidents such as parking violations, motor vehicle accidents, traffic control, vehicle impounds, crime reports with no suspects on scene, and lost and found property. Addressing these calls requires substantial time and resources, leading to increased overtime costs and limiting officer availability for more critical incidents.

By assigning CSOs to specific non-emergency calls, the Department can optimize resources and enhance overall responsiveness to the community's needs. This shift allows sworn officers to focus on situations requiring their specialized skills while ensuring that non-emergency calls continue to be handled efficiently.

## **Recruitment**

Recruitment for the CSO position opened on November 29, 2024, and was actively promoted through the City of Burbank and the Department's social media channels. A flyer with a link to the job listing was shared in these posts, and the position was also added to the civilian career opportunities section on the Department's recruitment website, [www.JoinBPD.org](http://www.JoinBPD.org). Recruitment closed on December 27, 2024. The Department anticipates completing the hiring process for the two CSO positions by mid-March. Additionally, the Department plans to request funding in the Fiscal Year 2025-26 budget to expand the CSO program and enhance services.

## **CSO Manual, Equipment and Training**

The Department has acquired Chevrolet Colorado vehicles in preparation for the CSO role. These vehicles are currently being outfitted with Department graphics and will be assigned to CSOs for use in the field. The CSO uniforms will closely resemble those previously worn by Parking Control Officers (PCOs) in both style and color, ensuring they are easily identifiable to the public while distinct from sworn police officers.

Staff has completed the CSO manual, which will serve as a comprehensive guide outlining training protocols, operational procedures, and expectations for the role. This manual will ensure consistency in duties, responsibilities, and performance standards for all CSOs.

Additionally, staff is reviewing the Field Training Officer (FTO) program and plans to adapt the successful Patrol FTO program to align with the specific duties of the CSO role. This adaptation will focus on relevant job functions, ensuring that CSOs receive targeted, practical, and effective training. The updated program will provide a structured, hands-on learning experience designed to equip CSOs with the necessary skills and knowledge to perform their field responsibilities efficiently.

## **CONCLUSION**

The establishment of the CSO position will enhance the efficiency and effectiveness of the Department by allowing sworn officers to focus on critical law enforcement duties while CSOs handle routine, non-emergency tasks. With recruitment efforts completed, vehicles and uniforms prepared, and training materials finalized, the Department is on track to successfully implement this new classification and integrate CSOs into its operations.





# MEMORANDUM



**MANAGEMENT  
SERVICES**



**DATE:** March 11, 2025

**TO:** Justin Hess, City Manager

**FROM:** Betsy McClinton, Management Services Director  
By: Griselda De La Cruz, Acting Human Resources Manager

**SUBJECT: RECRUITMENT REPORT – End of February 2025**

## **Vacancies open to the public (27)**

*The Management Services Department (MS) is currently accepting applications from the public for these positions.*

Account Clerk*	(24) Police Recruit or Police Officer**
(4) Communications Operator*	Senior Assistant City Attorney*
(5) Crossing Guard	(4) Senior Clerk*
(3) Custodian*	Senior Lifeguard*
Deputy Assistant City Attorney	Senior Secretary*
Diversity, Equity, and Inclusion Manager	Sign Language Interpreter (Temp)*
(16) Facility Attendant II (PT)(Temp)	(2) Tree Trimmer*
(6) Groundskeeper*	(2) Tree Trimmer Helper*
(3) Groundskeeper Helper*	Veterinarian*
(2) Intermediate Clerk*	Workers' Compensation Representative II*
Kennel Attendant	Youth Services Worker (BEST)*
Legal Assistant*	Youth Services Worker (CREST)
(17) Lifeguard (PT)(Temp)*	Youth Services Worker (STEP)
(12) Lifeguard-Instructor (PT)(Temp)*	
*Continuous opening/open until filled	
**Includes anticipated vacancies	

## **Vacancies open to City employees (0)**

*There currently no positions that MS is accepting applications from City employees only.*

## **Recruitment examinations in process (16)**

*MS is conducting an examination process for these positions. MS estimates it will complete the examination process by the date indicated and will provide a list of candidates eligible for hire to the hiring department.*

Accountant (Apr 2025)	(4) Pipefitter Apprentice (Mar 2025)
(3) Civil Engineering Associate (Apr 2025)	(2) Power Plant Maintenance Trainee (Mar 2025)
(2) Construction & Maint Worker (Apr 2025)	(2) Power Plant Operator Trainee (Mar 2025)
(2) Customer Service Rep III (Apr 2025)	(3) Power System Operator Trainee (Mar 2025)
(4) Electrician Apprentice (Mar 2025)	Records Manager (M) (Mar 2025)
Human Resources Technician I (Apr 2025)	Recreation Services Manager (Mar 2025)
(4) Line Mechanic Apprentice (Mar 2025)	Street Maintenance Leadworker (Mar 2025)

(2) Test Technician Apprentice (Mar 2025)

Transportation Scheduler (Mar 2025)

**Recruitment examinations completed (66)**

*MS completed the examination process for these positions. MS gave names of candidates eligible for hire to the hiring department for their internal selection process (typically a final interview). MS is awaiting notice of selection.*

Account Clerk (Temp)  
Administrative Analyst I  
(3) Administrative Analyst II  
Administrative Officer  
Building Inspector II  
(4) Civil Engineering Assistant  
Civil Engineering Assistant - BWP  
(3) Civil Engineering Associate  
Clerical Worker (PT)(Temp)  
Collection Systems Journeyman  
(4) Communications Operator  
Community Assistant Coordinator  
(2) Community Service Officer  
(2) Construction & Maintenance Worker  
(3) Custodian  
(3) Customer Service Representative II  
Electrical Engineer  
Electrical Engineering Associate I (Temp)  
(2) Electrical Engineering Associate II  
Engineering Aide  
Engineering Technician  
Executive Assistant  
(16) Facility Attendant II (PT)(Temp)  
Field Service Representative  
Financial Accounting Manager - BWP  
(3) Firefighter Recruit or Firefighter  
Fire Inspector I  
Fleet Manager - BWP  
Fleet Services Supervisor  
Food Services Aide (PT)  
(6) Groundskeeper  
(3) Groundskeeper Helper  
(2) Heavy Truck Driver  
Household Hazardous Waste Technician

(2) Intermediate Clerk  
Irrigation Specialist  
(5) Jailer  
Kennel Attendant  
Laborer  
(17) Lifeguard (PT)(Temp)  
(12) Lifeguard-Instructor (PT)(Temp)  
Line Mechanic Supervisor  
Permit Technician  
(4) Pipefitter Apprentice  
Police Communications Manager  
(24) Police Recruit or Police Officer  
Police Sergeant  
Police Technician  
(23) Recreation Leader  
Recreation Supervisor  
Senior Assistant City Attorney  
(4) Senior Clerk  
Senior Electrical Engineer  
Senior Electrician  
(3) Senior Engineering Technician  
Senior Librarian  
(2) Senior Recreation Leader  
Senior Secretary  
Senior Video Production Associate  
(2) Skilled Worker  
Social Services Supervisor  
(4) Solid Waste Truck Operator  
Transportation Operation Supervisor  
(2) Utility Worker  
Veterinarian  
(24) Work Trainee I (PT)  
Workers' Compensation Representative II

**Recruitments by outside recruitment firms (3)**

*The City sometimes uses outside firms for certain difficult-to-fill positions and also managerial and executive positions because outside firms have expertise in specific fields, use established networks of quality candidates, and proactively reach out to prospective candidates.*

Assistant City Engineer  
Chief Information Officer

Financial Accounting Manager - BWP

**Upcoming job openings (16)**

*MS received notice that these positions are vacant, and they will be open to accept applications soon.*

Administrative Analyst II (M)  
Assistant GM BWP (Power Supply Division)  
(2) Collection Systems Worker  
Contracts Administrator

Construction & Maintenance Leadworker  
Electrical Supervisor  
Engineering Aide  
Engineering Technician



(2) Heavy Truck Driver  
Housing Assistant  
Librarian  
(5) Library Operations Supervisor

Permit Technician  
(3) Senior Tree Trimmer  
Traffic Control Journeyman  
Water Quality Manager

### **Recruitment Plan Update – Police Recruit/Police Officer**

There are currently ten (10) Police Recruit/Police Officer vacancies. There was one (1) candidate hired this month and we received one (1) personnel requisition. Physical agility examinations are tentatively scheduled to occur once a month in 2025 and our goal is to complete 12 based on need.

Currently, there are three (3) candidates in the onboarding process. Also, the following are updates for Police Recruits attending police academies:

- Six (6) Police Recruits are attending the Los Angeles Sheriff's Department (LASD) Academy and two (2) are attending the Rio Hondo Police Academy. Three (3) are scheduled to graduate in March 2025, two (2) in April 2025, one (1) in May 2025, and two (2) in July 2025.

### **Recruitment Plan Update – Firefighter Recruit/Firefighter**

There are currently no Firefighter Recruit/Firefighter vacancies. However, to continue to prepare for anticipated vacancies, the recruitment for Firefighter (lateral) closed on February 21, 2025, and applications are being reviewed.

### **Ongoing Candidate Pool (OCP)**

The OCP is an alternative recruitment process being used for certain classifications that the City usually recruits for multiple times annually. These recruitments are identified on the job posting as OCP and posted without a closing date. MS staff conducts frequent reviews of new candidates that have applied for these recruitments. Those who meet the Minimum Qualifications (MQs) for the respective classification they applied for, and who successfully pass the recruitment examination(s) as determined by the City, will be added to that OCP. Below are the departments that have received an OCP this month.

BWP – Senior Clerk  
CAO – Senior Clerk  
CDD – Intermediate Clerk, Senior Clerk  
PR – Senior Clerk  
PW – Senior Clerk





March 13, 2025

CALL AND NOTICE OF A REGULAR MEETING  
OF THE  
BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

NOTICE is hereby given that a regular meeting of the Burbank-Glendale-Pasadena Airport Authority will be held on Monday, March 17, 2025, at 9:00 a.m., in the Airport Skyroom of Hollywood Burbank Airport, 2627 N. Hollywood Way, Burbank, California 91505.

The meeting may also be accessed at the following location:

3500 Bayside Walk, Unit 2B  
San Diego, CA 92109

In addition to attending the meeting in person, members of the public may observe the meeting telephonically and may offer comment in real time through the following number:

Dial in: (818) 862-3332

Terri Williams, Board Secretary  
Burbank-Glendale-Pasadena Airport Authority

BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY

Regular Meeting of March 17, 2025

9.00 A.M.

*The public comment period is the opportunity for members of the public to address the Commission on agenda items and on airport-related non-agenda matters that are within the Commission's subject matter jurisdiction. At the discretion of the presiding officer, public comment on an agenda item may be presented when that item is reached.*

▼ ▼ ▼

*Members in-person attendance or participation at meeting of the Commission is allowed, members of the public are requested to observe the following rules of decorum:*

- *Turn off cellular telephones and pagers.*
- *Refrain from disorderly or boisterous conduct, including loud, threatening, profane, or abusive language, clapping, whistling, stamping, or other acts that disrupt or otherwise render unfeasible the orderly conduct of the meeting.*
- *If you desire to address the Commission during the public comment period, fill out a speaker request card and present it to the Board Secretary.*
- *Confine remarks to agenda items or to airport-related non-agenda matters that are within the Commission's subject matter jurisdiction.*
- *Limit comments to three minutes or to such other period of time as may be specified by the presiding officer.*

▼ ▼ ▼

*The following activities are prohibited:*

- *Allocation of speaker time to another person.*
- *Video presentations requiring use of Authority equipment.*

▼ ▼ ▼

*Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Authority to the Commission less than 72 hours prior to that meeting are available for public inspection at Hollywood Burbank Airport (2627 N. Hollywood Way, Burbank) in the administrative office during normal business hours.*

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*In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Board Secretary at (818) 840-8840 at least 48 hours prior to the meeting.*

## AGENDA

Monday, March 17, 2025

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT (Public comment will be limited to a total of 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. Comments are limited to 3 minutes each, and the Authority President may limit this time if reasonable under the circumstances.)
5. CONSENT CALENDAR (Includes Minutes. Items on the Consent Calendar are generally routine in nature and may be acted upon by one motion unless removed for separate consideration.)
  - a. Committee Minutes  
(For Note and File)
    - 1) Executive Committee
      - (i) January 15, 2025 **[See page 1]**
      - (ii) January 22, 2025 **[See page 3]**
      - (iii) February 5, 2025 **[See page 6]**
    - 2) Operations and Development Committee
      - (i) January 21, 2025 **[See page 7]**
    - 3) Finance and Administration Committee
      - (i) December 16, 2024 **[See page 9]**
    - 4) Legal, Government and Environmental Affairs Committee
      - (i) November 18, 2024 **[See page 11]**
  - b. Commission Minutes
    - 1) February 18, 2025 **[See page 13]**
    - 2) February 3, 2025 **[See page 16]**
  - c. Treasurer's Report
    - 1) November 2024 **[See page 22]**
  - d. Presentation of FY 2024 Financial Statements and Summary of Audit Results **[See page 49]**

- e. Burbank Water and Power Material Laydown License Agreement for the Replacement Passenger Terminal ("RPT") Project **[See page 56]**
- f. Letter of Understanding, Los Angeles/Orange Counties Building and Construction Trades Council for Project Labor Agreement **[See page 66]**

6. ITEMS FOR COMMISSION APPROVAL

- a. Citizen's Advisory Committee Membership **[See page 69]**
- b. Commencement of Financing Activities for Completion Bonds and Engagement of Completion Bond Financing Team Members **[See page 80]**
- c. Award of Professional Services Agreement Southeast Quadrant Landside Design Services **[See page 83]**
- d. Additional Public Artwork Opportunity – Artist Outreach and Selection Program – Replacement Passenger Terminal **[See page 87]**

7. ITEMS FOR COMMISSION DISCUSSION

- a. Replacement Passenger Terminal Construction Update

8. ITEMS FOR COMMISSION INFORMATION

- a. CY 2024 Passenger Statistics Report

9. CLOSE SESSION

- a. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation (California Government Code Section 54956.9(d)(2)): 1 potential case. Facts and Circumstances: Replacement Passenger Terminal Food Service Concession Contract Award
- b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
(California Government Code Section 54957(b))  
Title: Director of Public Safety/Chief of Police
- c. CONFERENCE WITH LABOR NEGOTIATOR  
(California Government Code Section 54957.6)  
Authority Representatives: John T. Hatanaka, Executive Director  
Unrepresented Employee: Director of Public Safety/Chief of Police

10. EXECUTIVE DIRECTOR COMMENTS

11. COMMISSIONER COMMENTS

(Commissioners may make a brief announcement, make a brief report on their activities, and request an agenda item for future meeting.)

12. PUBLIC COMMENT

13. ADJOURNMENT

## COMMISSION NEWSLETTER

Monday, March 17, 2025

*[Regarding agenda items]*

### 5. CONSENT CALENDAR

*(Consent Calendar items may be enacted by one motion. There will be no separate discussion on these items unless a Commissioner so requests, in which event the item will be removed from the Consent Calendar and considered in its normal sequence on the agenda.)*

- a. COMMITTEE MINUTES. Copies of the approved minutes of the Executive Committee meeting of January 15, 2025; the meeting of January 22, 2025; and the meeting of February 5, 2025; a copy of the approved minutes of the Operations and Development Committee meeting of January 21, 2025; a copy of the approved minutes of the Finance and Administration Committee meeting of December 16, 2024; and a copy of the approved minutes of the Legal, Government and Environment Affairs Committee meeting of November 18, 2024, are included in the agenda packet for information purposes.
- b. COMMISSION MINUTES. A draft copy of the minutes of the Commission special meeting of February 18, 2025, and a draft copy of the minutes for February 3, 2025, are included in the agenda packet for Commission review and approval.
- c. TREASURER'S REPORT. The Treasurer's Report for November 2024 is included in the agenda packet. At its special meeting on February 18, 2025, the Finance and Administration Committee voted unanimously (3-0) to recommend that the Commission note and file this report.
- d. PRESENTATION OF FY 2024 FINANCIAL STATEMENTS AND SUMMARY OF AUDIT RESULTS. A staff report is included in the agenda packet. At its special meeting on February 18, 2025, the Finance and Administration Committee voted (3-0) to recommend that the Commission note and file these reports. The Authority's independent auditor, Macias Gini & O'Connell LLP has completed its audit of the Burbank-Glendale-Pasadena Airport Authority fiscal year 2024 financial statements. Enclosed is a copy of the audited Basic Financial Statements for the fiscal years ended June 30, 2024 ("FY 2024") and 2023. Also enclosed are copies of the audited Single Audit Reports (audit of federal grant programs), passenger Facility Charge Compliance Report, Customer Facility Charge compliance Report, Independent Auditor's Report on Compliance with Aspects of Contractual Agreements (bond compliance), and the Auditor's Required Communications to the Authority Regarding the FY 2024 Audits.
- e. BURBANK WATER AND POWER MATERIAL LAYDOWN LICENSE AGREEMENT FOR THE REPLACEMENT PASSENGER TERMINAL (RPT) PROJECT. A staff report is included in the agenda packet. At its meeting on March 5, 2025, the Executive Committee ("Committee") voted unanimously (3-0) to recommend that the Commission approve a Material Laydown License Agreement ("Agreement") with the City of Burbank. The Agreement authorizes



the storage of Burbank Water and Power materials to be used to provide temporary and permanent power to the Replacement Passenger Terminal Project.

- f. **LETTER OF UNDERSTANDING, LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL FOR PROJECT LABOR AGREEMENT.** No staff report is attached. At the March 5, 2025, Executive Committee meeting, staff presented a request for a Letter of Understanding with the Los Angeles/Orange Counties Building and Construction Trades Council ("Trades Council") for the Project Labor Agreement ("PLA") executed with the Authority for the Replacement Passenger Terminal ("RPT") project. This letter memorializes that the Trades Council and the Authority are deeming the term "Area Resident" to mean: a resident of the first tier zip codes (within a 15 mile radius of the project site), a resident of the second tier zip codes (remainder of the 30 mile radius of the project site); a resident of the third tier zip codes (remainder of the 50 mile radius of the project site); and veterans, individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, and graduates of Burbank, Glendale and Pasadena school districts regardless of where they reside. By increasing the number of skilled local construction workers employed on the RPT, the letter expands inclusivity, maximizes the economic benefits of the PLA, positively impacts economically disadvantaged communities, and provides support for persons impacted by the recent wildfires.

#### 6. ITEMS FOR COMMISSION APPROVAL

- a. **CITIZEN'S ADVISORY COMMITTEE MEMBERSHIP.** A staff report is included in the agenda packet. Staff seeks direction from the Commission based upon a request from the Citizen's Advisory Committee ("CAC") to reestablish the CAC as a 12-member body with three members from the City of Los Angeles.
- b. **COMMENCEMENT OF FINANCING ACTIVITIES FOR COMPLETION BONDS AND ENGAGEMENT OF COMPLETION BOND FINANCING TEAM MEMBERS.** A staff report is included in the agenda packet. At its special meeting on February 18, 2025, the Finance and Administration Committee directed Staff to seek Commission approval to commence the financing activities related to the issuance of airport revenue bonds in fiscal year 2025-26 ("Completion Bonds") to fund the construction of the Replacement Passenger Terminal Project.
- c. **AWARD OF PROFESSIONAL SERVICES AGREEMENT – SOUTHEAST QUADRANT LANDSIDE DESIGN SERVICES –** A staff report is included in the agenda packet. In anticipation of the existing passenger terminal demolition that will begin upon opening of the Replacement Passenger Terminal, at its special meeting on February 18, 2025, the Operations and Development Committee voted (2-0, 1 absent) to recommend the Commission award RS&H California, Inc. a Professional Services Agreement in the amount of \$1,536,699 for planning and design services to address reconfiguration of the useable parcels in the southeast quadrant of the Airport. These services are a multi-year effort.
- d. **ADDITIONAL PUBLIC ARTWORK OPPORTUNITY – ARTIST OUTREACH AND SELECTION PROGRAM – REPLACEMENT PASSENGER TERMINAL.** A staff report is included in the agenda packet. At its meeting on July 15, 2024, the Commission approved design modifications and infrastructure to provide for additional public artwork opportunities in the three modular connectors of the



Replacement Passenger Terminal ("RPT"). The Design-Builders has begun this work.

Based on feedback provided by the Commission in the meeting on December 16, 2024, on March 5, 2025, Staff returned to the Executive Committee ("Committee") with more information for consideration, including licensing additional artists' work for display and rotating artwork more frequently. Staff also revisited the Art Advisory Group stipends. Due to the timeline of the RPT Project, the project team recommends that the procurement process begin as soon as possible to meet the project schedule.

At its meeting on March 5, 2025, the Committee voted (3-0) to move the item to the Commission for consideration without a recommendation.

#### 7. ITEMS FOR COMMISSION DISCUSSION

- a. REPLACEMENT PASSENGER TERMINAL CONSTRUCTION UPDATE. No staff report attached. Staff and Jacobs Project Management will provide an update on the progress of the construction of the Replacement Passenger Terminal.

#### 8. ITEMS FOR COMMISSION INFORMATION

- a. No staff report attached. Staff will present a review of passenger traffic activity in 2024, which yielded a record-breaking year of 6.5 million passengers.

The first part of the paper discusses the importance of understanding the cultural context of the research. It highlights the need for researchers to be sensitive to the values and beliefs of the communities they are studying. This is particularly important in the field of education, where cultural differences can significantly impact learning outcomes. The paper then moves on to discuss the challenges of conducting research in culturally diverse settings. It notes that researchers often face difficulties in establishing rapport with participants and in interpreting their responses. To address these challenges, the paper suggests several strategies, including the use of local informants and the development of culturally appropriate research instruments. Finally, the paper concludes by emphasizing the importance of ethical considerations in cross-cultural research. It stresses the need for researchers to obtain informed consent from participants and to ensure that their research does not cause harm to the communities they are studying.

In the second part of the paper, the author discusses the importance of understanding the cultural context of the research. It highlights the need for researchers to be sensitive to the values and beliefs of the communities they are studying. This is particularly important in the field of education, where cultural differences can significantly impact learning outcomes. The paper then moves on to discuss the challenges of conducting research in culturally diverse settings. It notes that researchers often face difficulties in establishing rapport with participants and in interpreting their responses. To address these challenges, the paper suggests several strategies, including the use of local informants and the development of culturally appropriate research instruments. Finally, the paper concludes by emphasizing the importance of ethical considerations in cross-cultural research. It stresses the need for researchers to obtain informed consent from participants and to ensure that their research does not cause harm to the communities they are studying.

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## **FEBRUARY 19, 2025**

A regular meeting of the Burbank Police Commission was held in the Council Chamber of City Hall, 275 East Olive Avenue, on the above date. The meeting was called to order at 1800 hours by Commission Chair Coomes.

### **CALL TO ORDER**

Present: Commissioners Chapman, Coomes, Elman, Forouzan, Hacobian, McKenna and Wenzel

Also Present: Captain Losacco, Lieutenant Pfrommer, Sergeant Turner, Senior Assistant City Attorney Johal, Executive Assistant Nakamura; Council Member Rizzotti

### **FLAG SALUTE**

The flag salute was led by Commissioner Elman.

### **COMMISSION ANNOUNCEMENTS AND REPORTING OUT BY COMMISSION AD HOC SUBCOMMITTEES**

Commissioners reported out on events/meetings attended.

Commissioner Hacobian reported out that he met with Glendale PD about collaborating on the Drive Right, Save Lives campaign.

### **FIRST PERIOD OF ORAL COMMUNICATIONS**

None

### **RESPONSE TO ORAL COMMUNICATIONS**

None

### **APPROVAL OF MINUTES FROM JANUARY 15, 2025, MEETING**

Commissioner McKenna made a motion, seconded by Commissioner Elman, to approve the minutes from the January 15<sup>th</sup> meeting. Motion carried.

### **ITEMS OF BUSINESS**

1. **Review of the Community Engagement Meeting with discussion and possible recommendations, if applicable, regarding public comments**

No public comments – no further discussion.

2. **Preview discussion, and possible recommendations, on the e-bikes and e-scooters report to be presented to the City Council on 2/25/25, including state laws, collision data, new laws this year**

Lieutenant Pfrommer reviewed the definition of e-bikes; parameters of use; AB 1946 e-bike training requirements; bicycle collision data; CA Vehicle Code law changes for 2025; current BMC codes that need to be updated; confusion over speed of micro mobility devices and e-scooters vs e-bikes; electric vehicles which appear to be e-bikes but can reach speeds over 50 miles/hour.

Commissioners drafted the following recommendations:

- Pedestrians should have right of ways on sidewalks
- Signage for e-bikes rules should be posted on all bikeways
- Recommend to Parks and Rec that e-bike rules signs be posted
- Attempt to share rules across different municipalities

Commissioner Chapman made a motion, seconded by Commissioner Elman, to submit the aforementioned recommendations to the City Council for consideration when the e-bike report is presented on March 11<sup>th</sup> (updated date). Motion carried.

### **3. Discussion on the dissemination of promotional materials related to awareness of domestic violence**

Commissioners discussed the inclusion of a QR code linked to the PD in the BWP bills; possible links via the Burbank 311 and LA County 211 apps; resources provided by other local entities.

Chair Coomes made a motion, seconded by Commissioner McKenna, to request that Commissioner Chapman continue to pursue providing a QR code link in the BWP bill which will direct residents to the PD website for resources. Motion carried.

Chair Coomes made a motion, seconded by Commissioner McKenna, that each Commissioner contact a local agency to inquire about their DV services and reporting out on their finding at the next meeting. Motion carried, with one abstention by Commissioner Elman.

Commissioners to make further inquiries:

- Commissioner McKenna – Zonta Club
- Commissioner Wenzel – FSA
- Commissioner Forouzan – DV safety hotline
- Commissioner Hacobian – 211, City PIO
- Commissioner Chapman – Domestic Violence Task Force

Commissioner Elman made a motion, seconded by Commissioner Hacobian, to provide DV information at their booth at the Police/Fire Service Day in May.

### **4. General announcements by Captain Losacco - brief announcements regarding upcoming events and/or items of note related to the police department**

Community Resource Officer and Police Cadets participated in Career Day at Burroughs HS; next week, the fair will be at Burbank High.

2/28 Chief Albanese's last day as Chief  
3/1 Women self-defense seminar  
3/5 Coffee with a Cop at REI in the Empire Center  
3/6 and 3/16 Recruit graduations  
3/14 BTAC gala honoring BPD and BPOA

### **INTRODUCTION OF AGENDA ITEMS FOR FUTURE MEETINGS**

Chair Coomes made a motion, seconded by Commissioner Hacobian, for an update on homeless engagement by the BPD. Motion did not pass, with an abstention by Commissioner McKenna.

(March) Senior Assistant City Attorney Johal made a motion, seconded by Chair Coomes, to conduct Brown Act, Public Records Act, and Political Reform Act training. Motion carried.

(April) Chair Coomes made a motion, seconded by Commissioner McKenna, to have a presentation on equity in hiring and advancement. Motion carried.

(Future) Commissioner McKenna made a motion, seconded by Commissioner Elman, for a review of annual crime statistics. Motion carried.

(March) Commissioner Hacobian made a motion, seconded by Chair Coomes, for a report on the film permit process. Motion carried, with an abstention by Commissioner Chapman.

(April) Commissioner Forouzan made a motion, seconded by Commissioner Elman, for a presentation and discussion on the Pedestrian Safety Ad Hoc Subcommittee report. Motion carried.

(March) Chair Coomes made a motion, seconded by Commissioner Wenzel, for a follow up discussion on outreach to local organizations regarding the sharing of domestic violence resources. Motion carried

**NEXT MEETING DATE –** Wednesday, March 19, 2025  
6:00 p.m., City Council Chamber

**ADJOURNMENT**

There being no further business to come before the Commission, the meeting adjourned at 7:55 pm.

Paul McKenna  
Secretary, Burbank Police Commission