

FILE NO. 130622

MOTION NO.

[San Francisco Family Friendly Workplace Ordinance]

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Motion ordering submitted to the voters an ordinance amending the Administrative Code to: allow San Francisco-based employees ~~who are caregivers~~ to request flexible or predictable working arrangements to assist with caregiving responsibilities, subject to the employer's right to deny a request based on business reasons ~~specified undue hardship~~; ~~require that employers give advance notice of changes in an employee's work schedule~~; prohibit adverse employment actions based on caregiver status; prohibit interference with rights or retaliation against employees for exercising rights under the Ordinance; require employers to post a notice informing employees of their rights under the Ordinance; require employers to maintain records regarding compliance with the Ordinance; authorize enforcement by the Office of Labor Standards Enforcement, including the imposition of remedies and penalties for a violation, and an appeal process for an employer to an independent hearing officer; authorize waiver of the provisions of the Ordinance in a collective bargaining agreement; and making environmental findings, to the voters of the City and County of San Francisco at an election to be held on November 5, 2013.

MOVED, That the Board of Supervisors hereby submits the following ordinance to the voters of the City and County of San Francisco, at an election to be held on November 5, 2013.

Ordinance amending the Administrative Code to: allow San Francisco-based employees ~~who are caregivers~~ to request flexible or predictable working arrangements to assist with caregiving responsibilities, subject to the employer's right to deny a

1 request based on business reasons~~specified undue hardship~~; require that employers
2 ~~give advance notice of changes in an employee's work schedule~~; prohibit adverse
3 employment actions based on caregiver status; prohibit interference with rights or
4 retaliation against employees for exercising rights under the Ordinance; require
5 employers to post a notice informing employees of their rights under the Ordinance;
6 require employers to maintain records regarding compliance with the Ordinance;
7 authorize enforcement by the Office of Labor Standards Enforcement, including the
8 imposition of remedies and penalties for a violation and an appeal process for an
9 employer to an independent hearing officer; authorize waiver of the provisions of the
10 Ordinance in a collective bargaining agreement; and making environmental findings.

11
12 NOTE: Additions are *single-underline italics Times New Roman*;
13 deletions are ~~*strike-through italics Times New Roman*~~.

14 Be it ordained by the People of the City and County of San Francisco:

15 Section 1. Environmental Findings. The Planning Department has determined that the
16 actions contemplated in this ordinance comply with the California Environmental Quality Act
17 (California Public Resources Code Sections 21000 et seq.). Said determination is on file with
18 the Clerk of the Board of Supervisors in File No. ____ and is incorporated herein by reference.

19 Section 2. The San Francisco Administrative Code is hereby amended by adding
20 Chapter 12Z to read as follows:

21 **CHAPTER 12Z. SAN FRANCISCO FAMILY FRIENDLY WORKPLACE ORDINANCE**

22 **SEC. 12Z.1. TITLE.**

23 *This Chapter shall be known as the "San Francisco Family Friendly Workplace Ordinance."*

24 **SEC. 12Z.3. DEFINITIONS.**

25 *For purposes of this Chapter, the following definitions apply.*

1 "Agency" shall mean the Office of Labor Standards Enforcement or any successor department
2 or office.

3 "Caregiver" means an Employee who is a primary contributor to the ongoing care of
4 any~~either~~ of the following:

5 (1) A ~~Child~~child or children for whom the ~~Employee~~person has assumed parental
6 responsibility.

7 (2) A person or persons with a serious medical condition in a ~~legally dependent~~
8 Family relationship with the ~~Caregiver~~caregiver.

9 (3) A parent age 65 or over of the Caregiver.

10 "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a
11 person standing in loco parentis to that child, who is under 18 years of age.

12 ~~"Child care emergency" means a situation in which a parent's usual child care becomes~~
13 ~~unavailable unexpectedly and on short notice and a Caregiver must miss work to provide care~~
14 ~~until the child care is restored or the Caregiver finds alternate child care.~~

15 "City" means the City and County of San Francisco.

16 ~~"Dependent relationship" means the relationship of a Caregiver to a person who is~~
17 ~~related by blood, legal custody, marriage, or to his or her domestic partner, as defined in San~~
18 ~~Francisco Administrative Code Chapter 62 or California Family Code Section 297, or to a~~
19 ~~person with whom the caregiver lives in a familial relationship.~~

20 "Director" means the Director of the Office of Labor Standards Enforcement or his or her
21 designee.

22 "Employee" means any person who is employed within the geographic boundaries of the City
23 by an ~~Employer~~employer, including part-time and temporary employees. "Employee" includes a
24 participant in a Welfare-to-Work Program when the participant is engaged in work activity that would
25 be considered "employment" under the federal Fair Labor Standards Act, 29 U.S.C. §201 et seq., and

1 any applicable U.S. Department of Labor Guidelines. "Welfare-to-Work Program" shall include any
2 public assistance program administered by the Human Services Agency, including but not limited to
3 CalWORKS, and any successor programs that are substantially similar, that require a public
4 assistance applicant or recipient to work in exchange for their grant.

5 "Employer" means the City, or any person as defined in Section 18 of the California Labor
6 Code who regularly employs ~~2040~~ or more Employees, including an agent of that Employer, ~~or~~ and
7 corporate officers or executives who directly or indirectly or through an agent or any other person,
8 including through the services of a temporary services or staffing agency or similar entity, employ or
9 exercise control over the wages, hours, or working conditions of an ~~Employee~~employee. The term
10 "Employer" shall also include any successor in interest of an Employer. The term "Employer" shall
11 not include the state or federal government or any local government entity other than the City.

12 "Family relationship" means a relationship in which a Caregiver is related by blood,
13 legal custody, marriage, or domestic partnerships, as defined in San Francisco Administrative
14 Code Chapter 62 or California Family Code Section 297, to another person as a spouse,
15 domestic partner, Child, parent, sibling, grandchild or grandparent.

16 "Flexible Working Arrangement" means a change in an Employee's terms and conditions of
17 employment that provides flexibility to assist an Employee Caregiver with care-giving
18 responsibilities. A Flexible Working Arrangement may include but is not limited to, ~~part-time~~
19 employment, a modified work schedule, flexible changes in start and/or end times for work, ~~part-~~
20 time employment, job sharing arrangements, working from home, telecommuting, reduction or
21 change in work duties, ~~or~~ and part-year employment.

22 "Major Life Event" means the birth of an Employee's child, the placement with an
23 Employee of a child through adoption or foster care, or an increase in an Employee's
24 caretaking duties for a person with a serious health condition who is in a Family relationship
25 with the Employee.

1 “Predictable Working Arrangement” means a change in an Employee’s terms and
2 conditions of employment that provides scheduling predictability to assist that Employee with
3 care giving responsibilities.

4 “Serious health condition” means an illness, injury, impairment, or physical or mental
5 condition that involves either of the following:

6 (1) Inpatient care in a hospital, hospice, or residential health care facility.

7 (2) Continuing treatment or continuing supervision by a health care provider.

8 “Work schedule” means those days and times within a work period that an Employee
9 employee is required by an Employer to perform the duties of his or her employment for which he or
10 she will receive compensation.

11
12 **SEC. 12Z.4. RIGHT TO REQUEST FLEXIBLE OR PREDICTABLE WORKING**
13 **ARRANGEMENT.**

14 (a) An Employee who is a Caregiver and has been employed with an Employer for six
15 months or more and works at least eight hours per week on a regular basis may request a
16 Flexible or Predictable Working Arrangement to assist with caregiving responsibilities for 1) a
17 Child or children for whom the Employee has assumed parental responsibility, 2) a person or
18 persons with a serious medical condition in a Family relationship with the Employee, or 3) a
19 parent age 65 or older of the Employee. That request may include, including but not be limited
20 to, a change in the Employee’s terms and conditions of employment as they relate to:

21 (1) The number of hours the Employee employee is required to work;

22 (2) The times when the Employee employee is required to work;

23 (3) Where the Employee employee is required to work; or

24 (4) Work assignments or other factors;

25 (5) Predictability in a Work schedule.

1 **(b) Any request application submitted to the Employer employer under this section shall**
2 **be in writing and:**

3 **(1) Specify specify the arrangement change applied for, the date on which the**
4 **Employee employee requests that the arrangement change becomes effective, and the duration of**
5 **the arrangement, and explain how the request is related to caregiving change; and**

6 **(2) Explain what effect, if any, the employee thinks the change applied for would**
7 **have on the Employer and how any such effect may be dealt with.**

8 **(c) An Employer may require verification of caregiving responsibilities Caregiver status**
9 **as part of the request.**

10 **(d) An Employee may make the initial request verbally, after which the Employer must**
11 **notify the Employee of the requirements of this section and instruct the Employee to prepare a written**
12 **request under subsection (b).**

13 **(e) A request made under this Section may be made twice every 12 months, unless**
14 **the Employee experiences a Major Life Event, in which case the Employee may make, and**
15 **the Employer must consider, and additional request.**

16
17 **SEC. 12Z.5. RESPONSE TO REQUEST FOR FLEXIBLE OR PREDICTABLE**
18 **WORKING ARRANGEMENT.**

19 **(a) An Employer to whom an Employee submits a request an application under Section**
20 **12Z.4 must meet with an Employee requesting a Flexible or Predictable Working Arrangement within**
21 **2114 days of the request. The Employee may bring a coworker employed by the same**
22 **Employer or a representative to the meeting.**

23 **(b) An Employer must consider and respond to an Employee's request for a Flexible or**
24 **Predictable Working Arrangement in writing within 2114 days of the meeting required in subsection**
25

1 (a). The deadline in this Section may be extended ~~by with an~~ agreement with the Employee confirmed
2 in writing.

3 (c) An Employer may grant or deny a request for Flexible or Predictable Working
4 Arrangement. An Employer who grants the request shall confirm the arrangement in writing to
5 the Employee. An Employer who denies a request must explain the denial in a written
6 response that sets out a bona fide business reason for the denial, notifies the Employee of the
7 right to request reconsideration by the Employer under Section 12Z.6, and includes a copy of
8 the text of that Section. Bona fide business reasons ~~if it would cause an undue hardship,~~
9 ~~which may include but are is not limited to, the following business reasons:~~

10 (1) The identifiable cost of the change in a term or condition of employment requested
11 in the application, including but not limited to the cost of productivity loss, retraining or hiring
12 Employees employees, or transferring Employees employees from one facility to another facility.

13 (2) Detrimental effect on ability to meet customer or client demands.

14 (3) Inability to organize work among other Employees employees.

15 (4) Insufficiency of work to be performed during the time the Employee employee
16 proposes to work.

17 (d) A Flexible Working Arrangement shall not require an Employer to grant a
18 schedule that includes overtime unless the Employer and Employee agree to such an
19 arrangement.

20 (e) A Flexible Working Arrangement shall not excuse an Employee from the duty to
21 satisfactorily perform Employee's job duties.

22 (f) An Employer must explain in the denial letter how the business reason relied
23 upon applies to the individual circumstances of the Employee who requested a Flexible
24 Working Arrangement. The denial letter shall notify the Employee of the right to appeal under
25 Section 12Z.6 and include a copy of the text of that Section.

1 ~~(g) An Employer who grants a Flexible Working Arrangement to an Employee may:~~
2 ~~(1) place reasonable limits on the duration of the arrangement; and~~
3 ~~(2) modify or revoke the arrangement based on undue hardship(s) after 14 day's~~
4 ~~written notice describing the proposed modification or revocation and identifying the undue~~
5 ~~hardship(s) and how such hardship(s) apply to the Employee's individual circumstances.~~

6 ~~The appeal process described in Section 12Z.6 shall apply to such modification or~~
7 ~~revocation. Nothing in this subsection is intended to prevent an Employee from applying for~~
8 ~~another Flexible Working Arrangement after the expiration or revocation of the Employee's~~
9 ~~arrangement.~~

10 ~~(d)(f) Either an Employer or an Employee may revoke an applicable Flexible or~~
11 ~~Predictable Working Arrangement with 14 days written notice to the other party; if either party~~
12 ~~so revokes, the Employee may submit a request for a different Flexible or Predictable Working~~
13 ~~Arrangement and the Employer must respond to that request as set forth in Sections 12Z.5~~
14 ~~and 12Z.6.~~

15 ~~(e) For an Employer who grants a Predictable Working Arrangement, if the~~
16 ~~Employer has insufficient work for the Employee during the period of the Predictable Working~~
17 ~~Arrangement, nothing in this Ordinance requires the Employer to compensate the Employee~~
18 ~~during such period of insufficient work.~~

19
20 ~~**SEC. 12Z.6. REQUEST FOR RECONSIDERATION APPEAL BY EMPLOYEE FROM**~~
21 ~~**THE DENIAL OF REQUEST FOR FLEXIBLE OR PREDICTABLE WORKING**~~
22 ~~**ARRANGEMENT.**~~

23 ~~(a) An Employee whose request for Flexible or Predictable Working Arrangement has~~
24 ~~been denied may submit a request for reconsideration appeal to the Employer in writing within 30~~
25 ~~days of the decision.~~

1 (b) ~~If an Employee submits an appeal pursuant to a request for reconsideration under~~
2 ~~this Section, the Employer must arrange an appeal a meeting to discuss this request to take place~~
3 ~~within 2144 days after receiving the notice of appeal the request, and the Employee may be~~
4 ~~accompanied by a coworker or representative.~~

5 (c) ~~The Employer must inform the Employee of the outcome of the appeal Employer's~~
6 ~~final decision in writing within 2144 days after the appeal-meeting to discuss the request for~~
7 ~~reconsideraton. If the appeal request for reconsideration is denied, this notice must explain the~~
8 ~~Employer's reasons for the denial.~~

9 (d) ~~The Employee must appeal a denial of a request for Flexible Working~~
10 ~~Arrangement to the Employer before submitting a complaint to the Agency alleging a violation~~
11 ~~of this Chapter.~~

12
13 SEC. 12Z.7. ~~OTHER EMPLOYER DUTIES.~~

14 (a) ~~Duty to Interact. An Employer has an ongoing duty to interact upon request with the~~
15 ~~Employee who has been granted a Flexible Working Arrangement to ensure that the~~
16 ~~Employee's assignments and duties reasonably can be completed within the parameters of~~
17 ~~the Flexible Working Arrangement.~~

18 (b) ~~Predictability in Scheduling. Employers with Employees subject to the overtime~~
19 ~~requirements of state or federal law must provide such Employees at least two weeks notice~~
20 ~~of Work Schedules. Nothing in this section shall be construed to prevent an Employer from~~
21 ~~offering a consenting Employee additional hours of work or to require an Employer to pay an~~
22 ~~Employee for time not worked.~~

23
24 **SEC. 12Z.87. EXERCISE OF RIGHTS AND CAREGIVER STATUS PROTECTED;**
25 **RETALIATION PROHIBITED.**

1 (a) ~~It shall be unlawful for an Employer~~employer ~~or any other person to interfere with,~~
2 ~~restrain, or deny the exercise of, or the attempt to exercise, any right protected under this Chapter.~~

3 (b) ~~It shall be unlawful for an Employer to discharge, threaten to discharge, demote,~~
4 ~~suspend, or otherwise take adverse employment action against any person on the basis of Caregiver~~
5 ~~status or in retaliation for exercising rights protected under this Chapter. Such rights include but are~~
6 ~~not limited to:~~

7 (1) the right to request a Flexible or Predictable Working Arrangement under this
8 Chapter;

9 (2) the right to request reconsideration of appeal the denial of a request for a Flexible
10 or Predictable Working Arrangement under this Chapter;

11 (3) the right to file a complaint with the Agency alleging a violation of any provision of
12 this Chapter;

13 (4) the right to inform any person about an Employer's~~employer's~~ alleged violation of
14 this Chapter;

15 (5) the right to cooperate with the Agency or other persons in the investigation or
16 prosecution of any alleged violation of this Chapter;

17 (6) the right to oppose any policy, practice, or act that is unlawful under this Chapter;
18 or

19 (7) the right to inform any person of his or her rights under this Chapter.

20 ~~(c) — Protections of this Section shall apply to any person who mistakenly but in good~~
21 ~~faith alleges violations of this Chapter.~~

22 ~~(d) — Taking adverse employment action against a person within 90 days of the~~
23 ~~exercise of one or more of the rights described in Section 12Z.8(b) shall create a rebuttable~~
24 ~~presumption that such adverse action was taken in retaliation for the exercise of those rights.~~

1 **SEC. 12Z.98. NOTICE AND POSTING REQUIREMENTS FOR EMPLOYERS.**

2 *(a) The Agency shall, by the operative date of this Chapter, publish and make available to*
3 *Employer~~employers~~, in all languages spoken by more than 5% of the San Francisco workforce, a*
4 *notice suitable for posting by Employers ~~employers~~ in the workplace informing Employees*
5 *~~employees~~ of their rights under this Chapter. The Agency shall update this notice on December 1 of*
6 *any year in which there is a change in the languages spoken by more than 5% of the San Francisco*
7 *workforce. In its discretion, the Agency may combine the notice required herein with the notice*
8 *required by Section 12R.5(a) and/or 12W.5(a) of the Administrative Code or any other Agency*
9 *notice that Employers are required to post in the workplace.*

10 *(b) Every Employer ~~employer~~ shall post in a conspicuous place at any workplace or job site*
11 *where any Employee ~~employee~~ works the notice required by subsection (a). Every Employer*
12 *~~employer~~ shall post this notice in English, Spanish, Chinese, and any language spoken by at least 5%*
13 *of the Employees ~~employees~~ at the workplace or job site.*

14
15 **SEC. 12Z.109. EMPLOYER RECORDS.**

16 *Employers shall retain documentation required under this Chapter for a period of four years*
17 *from the date of the request for a Flexible or Predictable Working Arrangement, and shall allow the*
18 *Agency access to such records, with appropriate notice and at a mutually agreeable time, to monitor*
19 *compliance with the requirements of this Chapter. When an issue arises as to an alleged violation of an*
20 *Employee's rights under this Chapter, if the Employer has failed to maintain or retain documentation*
21 *required under this Chapter, or does not allow the Agency reasonable access to such records, it shall*
22 *be presumed that the Employer has violated this Chapter, absent clear and convincing evidence*
23 *otherwise.*

24
25 **SEC. 12Z.4410. IMPLEMENTATION AND ENFORCEMENT.**

1 (a) Administrative Enforcement.

2 (1) The Agency is authorized to take appropriate steps to enforce this Chapter and
3 coordinate enforcement of this Chapter. The Agency may investigate possible violations of this
4 Chapter. Where the Agency has reason to believe that a violation has occurred, it may order any
5 appropriate temporary or interim relief to mitigate the violation or maintain the status quo pending
6 completion of a full investigation or hearing. The Agency's finding of a violation may not be
7 based on the validity of the Employer's bona fide business reason for denying an Employee's
8 request for a Flexible or Predictable Working Arrangement. Instead, the Agency's review
9 shall be limited to an Employer's adherence to procedural, posting and documentation
10 requirements, set forth in this Chapter, as well as the validity of any claims under Section
11 12Z.7.

12 (2) Where the Agency determines that a violation has occurred, it may issue a
13 determination and order any appropriate relief, including, but not limited to, ordering legal and
14 equitable relief as identified in Section 12Z.11(b), and a Flexible Working Arrangement. If a
15 request for Flexible Working Arrangement was unlawfully denied and the denial resulted in
16 harm to the Employee or any other person, such as discharge from employment, or otherwise
17 violated the rights of Employees, such as a failure to post the notice required by Section
18 12Z.9, or an act of retaliation or other adverse employment action prohibited by Section
19 12Z.8, the The Agency may impose an administrative penalty up to \$50.00 requiring the Employer
20 to pay to each Employee or person whose rights under this Chapter were violated for each day or
21 portion thereof that the violation occurred or continued.

22 (3) Where prompt compliance is not forthcoming, the Agency may take any
23 appropriate enforcement action to secure compliance, including initiating a civil action pursuant to
24 Section 12Z.1110(b) and/or, except where prohibited by state or federal law, requesting that
25 City agencies or departments revoke or suspend any registration certificates, permits or

1 licenses held or requested by the Employer or person until such time as the violation is
2 remedied. In order to compensate the City for the costs of investigating and remedying the violation,
3 the Agency may also order the violating Employer or person to pay to the City a sum of not more than
4 \$50.00 for each day or portion thereof and for each Employee or person as to whom the violation
5 occurred or continued. Such funds shall be allocated to the Agency and used to offset the costs of
6 implementing and enforcing this Chapter.

7 (4) An Employee or other person may report to the ~~Agency~~ agency any suspected
8 violation of this Chapter, but if an Employee is reporting a violation pertaining to that
9 Employee's own request for Flexible or Predictable Working Arrangement, that Employee
10 must first have submitted a request for reconsideration to the Employer under Section 12Z.6.
11 The Agency shall encourage reporting pursuant to this subsection by keeping confidential, to the
12 maximum extent permitted by applicable laws, the name and other identifying information of the
13 Employee or person reporting the violation; provided, however, that with the authorization of such
14 person, the Agency may disclose his or her name and identifying information as necessary to enforce
15 this Chapter or for other appropriate purposes. The filing of a report of a suspected violation by
16 an Employee does not create any right of appeal to the Agency by the Employee; based on its
17 sole discretion, the Agency may decide whether to investigate or pursue a violation of this
18 Chapter.

19 (5) In accordance with the procedures described in Section 12Z.14, the Director
20 shall establish rules governing the administrative process for determining and appealing violations of
21 this Chapter. The rules shall include procedures for:

- 22 (A) providing the Employer with notice that it may have violated this Chapter;
- 23 (B) providing the Employer with a right to respond to the notice;
- 24 (C) providing the Employer with notice of the Agency's determination of a
25 violation;

1 (D) providing the Employer with an opportunity to appeal the Agency's
2 determination to a hearing officer, not employed by the Agency, who is appointed by the City
3 Controller or his or her designee.

4 (6) If there is no appeal of the Agency's determination of a violation, that determination
5 shall constitute the City's final decision. An Employer's failure to appeal the Agency's determination
6 of a violation shall constitute a failure to exhaust administrative remedies, which shall serve as a
7 complete defense to any petition or claim brought by the Employer against the City regarding the
8 Agency's determination of a violation.

9 (7) If there is an appeal of the Agency's determination of a violation, the hearing before
10 the hearing officer shall be conducted in a manner that satisfies the requirements of due process. In any
11 such hearing, the Agency's determination of a violation shall be considered prima facie evidence of a
12 violation, and the Employer shall have the burden of proving, by a preponderance of the evidence, that
13 the Agency's determination of a violation is incorrect. The hearing officer's decision of the appeal
14 shall constitute the City's final decision. The sole means of review of the City's final decision, rendered
15 by the hearing officer, shall be by filing in the San Francisco Superior Court a petition for writ of
16 mandate under Section 1094.5 of the California Code of Civil Procedure. The Agency shall notify the
17 Employer of this right of review after issuance of the City's final decision by the hearing officer.

18 (b) **Civil Enforcement.** The City may bring a civil action in a court of competent jurisdiction
19 against the Employer or other person violating this Chapter and, upon prevailing, shall be entitled to
20 such legal or equitable relief as may be appropriate to remedy the violation including, but not limited
21 to: reinstatement; back pay; the payment of benefits or pay unlawfully withheld; the payment of an
22 additional sum as liquidated damages in the amount of \$50.00 to each Employee or person whose
23 rights under this Chapter were violated for each day such violation continued or was permitted to
24 continue; appropriate injunctive relief; and, further, shall be awarded reasonable attorneys' fees and
25 costs.

1 (c) **Interest.** In any administrative or civil action brought under this Chapter, the Agency or
2 court, as the case may be, shall award interest on all amounts due and unpaid at the rate of interest
3 specified in subdivision (b) of Section 3289 of the California Civil Code.

4 (d) **Remedies Cumulative.** The remedies, penalties, and procedures provided under this
5 Chapter are cumulative.

6
7 **SEC. 12Z.11. EXEMPTION OF CERTAIN JOB CLASSIFICATIONS PERTAINING TO**
8 **PUBLIC HEALTH AND PUBLIC SAFETY**

9 The City's Director of Human Resources may exempt from this Chapter certain
10 classifications of City employees working in public health or public safety functions. The
11 Director of Human Resources shall notify the Agency of any exemptions.

12
13 **SEC. 12Z.12. WAIVER THROUGH COLLECTIVE BARGAINING.**

14 All and any portions of the applicable requirements of this Chapter shall not apply to
15 Employees covered by a bona fide collective bargaining agreement to the extent that such requirements
16 are expressly waived in the collective bargaining agreement in clear and unambiguous terms.

17
18 **SEC. 12Z.13. OTHER LEGAL REQUIREMENTS.**

19 This Chapter provides minimum employment requirements pertaining to Caregivers and
20 Employees and shall not be construed to preempt, limit, or otherwise affect the applicability of any
21 other law, regulation, requirement, policy, or standard, or provision of a collective bargaining
22 agreement, that provides for greater or other rights of or protections for Caregivers or Employees, or
23 that extends other rights or protections to Employeesemployees.

24
25 **SEC. 12Z.14. RULEMAKING AUTHORITY.**

1 The Director shall have authority to issue regulations or develop guidelines that implement
2 provisions of this Chapter. Notwithstanding the definition of “Director” in this Chapter, a designee of
3 the Director shall not have authority under the foregoing sentence of this Section; but a designee of the
4 Director shall have authority to conduct hearings leading to the adoption of regulations or guidelines.

5
6 **SEC. 12Z.15. OPERATIVE DATE.**

7 This Chapter shall become operative on July 1, 2014 and shall have prospective effect only.

8
9 **SEC. 12Z.16. PREEMPTION.**

10 Nothing in this Chapter shall be interpreted or applied so as to create any requirement, power,
11 or duty in conflict with federal or state law.

12
13 **SEC. 12Z.17. CITY UNDERTAKING LIMITED TO PROMOTION OF GENERAL**
14 **WELFARE.**

15 In enacting and implementing this Chapter, the City is assuming an undertaking only to
16 promote the general welfare. The City is not assuming, nor is it imposing on its officers and employees,
17 an obligation for breach of which it is liable in money damages to any person who claims that such
18 breach proximately caused injury. This Chapter does not create a legally enforceable right against the
19 City.

20
21 **SEC. 12Z.18. AMENDMENT BY THE BOARD OF SUPERVISORS.**

22 The Board of Supervisors may amend this Chapter in accordance with the Charter-
23 prescribed process for the enactment or amendment of ordinances. The Board of
24 Supervisors may not repeal this Chapter. ~~by a two-thirds vote of its members in order to (1)~~

1 ~~facilitate its implementation or enforcement, (2) increase its substantive requirements, (3)~~
2 ~~expand the scope of its coverage, or (4) make technical, nonsubstantive changes.~~

3
4 **SEC. 12Z.19. SEVERABILITY.**

5 *If any of the parts or provisions of this Chapter (including sections, subsections, sentences,*
6 *clauses, phrases, words, numbers) or the application thereof to any person or circumstance is held*
7 *invalid or unconstitutional by a decision of a court of competent jurisdiction, the remainder of this*
8 *Chapter, including the application of such part or provisions to persons or circumstances other than*
9 *those to which it is held invalid, shall not be affected thereby and shall continue in full force and effect.*
10 *To this end, the provisions of this Chapter are severable.*

11 APPROVED AS TO FORM:
12 DENNIS J. HERRERA, City Attorney

13 By: _____
14 Elizabeth S. Salveson
15 Chief Labor Attorney

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