

FILE NO. 990298

ORDINANCE NO. 108-99

1 [Card Check Ordinance]

2 AMENDING ARTICLE VII, CHAPTER 23, PART I OF THE SAN FRANCISCO MUNICIPAL
3 CODE (ADMINISTRATIVE CODE) BY AMENDING SECTIONS 23.32, 23.33 AND 23.34 OF
4 THE ORDINANCE GOVERNING LABOR REPRESENTATION PROCEDURES IN HOTEL
5 AND RESTAURANT DEVELOPMENTS IN WHICH THE CITY HAS AN ONGOING
6 PROPRIETARY INTEREST (THE "CARD CHECK ORDINANCE") IN ORDER TO CLARIFY
7 CERTAIN DEFINED TERMS, NOTICE REQUIREMENTS, CONTRACT LANGUAGE
8 REQUIREMENTS, EXEMPTIONS AND APPLICABILITY OF ORDINANCE TO PRE-
9 EXISTING AGREEMENTS AND BY ADDING SECTIONS 23.36 AND 23.37 REGARDING
10 EFFECTIVE DATE, APPLICABILITY AND SEVERABILITY.

11 Note: Additions are underlined; deletions are in ((double parentheses)).

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

13 Section 1. Article VII of the San Francisco Administrative Code is hereby amended by
14 amending Sections 23.32, 23.33 and 23.34, to read as follows:

15
16 **SEC. 23.32. DEFINITIONS.** For purposes of this Article, the following definitions shall
17 apply:

18 (1) "Card check agreement" means a written agreement between an employer and
19 a labor organization providing a procedure for determining employee preference on the
20 subject of whether to be represented by a labor organization for collective bargaining, and if
21 so, by which labor organization to be represented, which provides, at a minimum, the
22 following:

23 (a) Determining employee preference regarding union representation shall be by a
24 card check procedure conducted by a neutral third party in lieu of a formal election;

25 (b) All disputes over interpretation or application of the parties' card check

SUPERVISOR, KATZ, BIERMAN, AMMIANO, YEE
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1 agreement, and over issues regarding how to carry out the card check process or specific
2 card check procedures shall be submitted to binding arbitration;

3 (c) Forbearance by any labor organization from economic action against the
4 employer at the worksite of an organizing drive covered by this Article, and in relation to an
5 organizing campaign only (not to the terms of a collective bargaining agreement), so long as
6 the employer complies with the terms of the card check agreement;

7 (d) Language and procedures prohibiting the labor organization or the employer
8 from coercing or intimidating employees, explicitly or implicitly, in selecting or not selecting a
9 bargaining representative.

10 (2) "City contract" means a lease, management agreement, service agreement,
11 loan, bond, guarantee, or other similar agreement to which the City is a party and in which the
12 City has a proprietary interest.

13 (3) "Collective bargaining agreement" means an agreement between an employer
14 and a labor organization regarding wages, hours and other terms and conditions of
15 employment of the employer's employees. For purposes of this Article, a collective bargaining
16 agreement does not include a card check agreement as defined herein.

17 (4) "Developer" means any person, corporation, association, general or limited
18 partnership, limited liability company, joint venture or other entity which does or which
19 proposes to purchase, lease, develop, build, remodel or otherwise establish a hotel or
20 restaurant project.

21 (5) "Economic action" means concerted action initiated or conducted by a labor
22 union and/or employees acting in concert therewith, to bring economic pressure to bear
23 against an employer, as part of a campaign to organize employees or prospective employees
24 of that employer, including such activities as striking, picketing, or boycotting. A lawsuit to
25 enforce this Article is not "economic action."

1 (6) "Employer" means any developer, manager/operator or subcontractor who
2 employs individuals in a hotel or restaurant in a hotel or restaurant project.

3 (7) "Hotel or restaurant project" means a development project or facility in which the
4 City has a proprietary interest and which contains a hotel or restaurant. For purposes herein a
5 "hotel" shall mean any use or facility falling within either definition of Section 314.1(g) or (h) of
6 the San Francisco Planning Code. For purposes herein a "restaurant" shall mean any facility
7 that has as its principal purpose the sale of food and beverage for primarily on-site
8 consumption, including any such facility operating within or as part of another facility, such as
9 a stadium, hotel or retail store. A hotel or restaurant project, as defined herein, includes a
10 mixed-use development project in which the City has a proprietary interest which contains a
11 hotel or restaurant, regardless of whether the City's proprietary interest is in the hotel or
12 restaurant portion of such mixed use development or the mixed-use development project as a
13 whole. Notwithstanding the foregoing or anything else contained herein, the requirement in
14 this Article that an employer enter into a card check agreement shall apply only to those
15 employers who employ employees in a hotel or restaurant and shall not apply to those
16 portions of a mixed-use development project which do not contain a hotel or restaurant.

17 (8) "Labor organization" means any organization of any kind, or any agency or
18 employee representation committee or plan, in which employees participate and which exists
19 for the purpose, in whole or in part, of dealing with employers concerning grievances, labor
20 disputes, wages, rates of pay, hours of employment, or conditions of work.

21 (9) "Manager/operator" means any person, corporation, association, limited or
22 general partnership, joint venture or other entity (including a developer) that operates or
23 manages a hotel or restaurant in a hotel or restaurant project, or provides any material portion
24 of the services provided by such hotel or restaurant in a hotel or restaurant project, whether
25 by subcontract or City contract.

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BOARD OF SUPERVISORS

1 (10) "Proprietary interest" means any nonregulatory arrangement or circumstance in
2 which the financial or other nonregulatory interests of the City in a hotel or restaurant project
3 could be adversely affected by labor/management conflict or consumer boycotts potentially
4 resulting from a union organizing campaign, in the following circumstances:

5 (i) The City receives significant ongoing revenue (such as rent payments) under a
6 lease of real property owned by the City for the development of a hotel or restaurant project,
7 excluding government fees or tax or assessment revenues, or the like (except for tax
8 revenues under the circumstances specified in (ii)); or

9 (ii) The City receives ongoing revenue from a hotel or restaurant project to pay debt
10 service on bonds or loans provided by the City to assist the development of such hotel or
11 restaurant project (including incremental tax revenues generated by the hotel or restaurant
12 project or the development project in which it is located and used, directly or indirectly, to pay
13 debt service on bonds or to repay a loan by the City where the proceeds are used for
14 development of that hotel or restaurant project or the development project in which it is
15 located);

16 (iii) The City has agreed to underwrite or guarantee the development or operation of a
17 hotel or restaurant project, or loans related thereto.

18 In addition to the circumstances described in (i) — (iii) above, the City shall be deemed
19 to have a proprietary interest in a hotel or restaurant project if the City determines or an
20 interested party demonstrates prior to the effective date of the subcontract or City contract
21 pursuant to which a hotel or restaurant will be operated in a hotel or restaurant project that
22 there is a significant risk that the City's financial or other nonregulatory interest in a hotel or
23 restaurant project could be adversely affected by labor/management conflict or consumer
24 boycotts potentially resulting from a union organizing campaign except that no circumstance
25 or arrangement shall be considered "financial or non-regulatory" under this definition if it is

1 such that arises from the exercise of regulatory or police powers such as taxation, (except as
2 provided in (ii) above), zoning or the issuance of permits and licenses.

3 (11) "Subcontract" means any lease, sublease, management agreement or other
4 similar agreement between a developer or a manager/operator and a subcontractor which
5 contemplates or permits the subcontractor to operate or manage all or a portion of a hotel or
6 restaurant in a hotel or restaurant project.

7 (12) "Subcontractor" means any person, corporation, association, limited or general
8 partnership, limited liability company, joint venture or other entity that enters into a subcontract
9 with a developer or manager/operator.

10 (13) "Substantial Amendment" to a Pre-Existing Agreement, for purposes of the
11 exemption for Employers operating before the effective date of this Chapter in Section
12 23.34(b)(2) and Section Two of this Ordinance, means an amendment to or renewal or
13 extension of a Pre-Existing Agreement that provides for or permits any of the following:

14 (a) a change in use within the scope of this Article (i.e., which provides for the
15 operation of a hotel or restaurant);

16 (b) an increase in square footage, seating or rooms of more than 25%; except
17 neither of the following, by themselves, shall constitute a "Substantial Amendment:

18 (i) addition of outside seating or patio dining which increases the total
19 seating or square footage devoted to seating by less than 25%

20 (ii) an increase in space for purpose of parking or storage; or

21 (c) a new lease period of greater duration than the period provided in the Pre-
22 Existing Agreement.

1 **SEC. 23.33. POLICY, REQUIREMENTS AND PROCEDURES TO MINIMIZE**
2 **LABOR/MANAGEMENT CONFLICT WHEN CITY HAS PROPRIETARY**

3 **INTEREST.** (a) General Policy. The Board of Supervisors declares as a matter of general
4 policy that when the City retains or acquires a proprietary interest in a hotel or restaurant
5 project, it is essential for the protection of the City's investment and/or business interests to
6 require that employers operating a hotel or restaurant in such hotel or restaurant project agree
7 to abide by card check procedures for determining employee preference on the subject of
8 labor union representation, as specified in this Article.

9 (b) Primary Obligations. Pursuant to the policy stated in Subsection (a), ((and
10 except as provided in Section 23.34(b),)) the following requirements are imposed, except no
11 Employer, Developer or Manager/Operator shall be responsible for obligations under this
12 Article if that person or entity is otherwise exempt from those obligations pursuant to Section
13 23.34(b), or if the City does not have a Proprietary Interest in the subject Hotel or Restaurant
14 Project:

15 (1) Employers. An employer of employees working in a hotel or restaurant in a hotel
16 or restaurant project, shall:

17 (i) Enter into a card check agreement, as specified in this Article, with a labor
18 organization which requests such an agreement for the purpose of seeking to represent those
19 employees before executing the subcontract or City contract pursuant to which it will operate
20 a hotel or restaurant in a hotel or restaurant project;

21 (ii) If the parties are unable to agree to the terms of a card check agreement within
22 60 days of the commencement of such negotiations, they must enter into expedited binding
23 arbitration in which the terms of a card check agreement will be imposed by an arbitrator. In
24 such proceedings, to be conducted by an experienced labor arbitrator selected as provided by
25 the rules of the American Arbitration Association or equivalent organization, the arbitrator shall

1 consider any model card check agreement provided by the City and/or to prevailing practices
2 and the terms of card check agreements in the same or similar industries, except that such
3 card check agreement must include the mandatory terms identified in Section 23.32(1);

4 (iii) Comply with the terms of that card check agreement and this Article; and

5 (iv) Include in any subcontract ((with a subcontractor)) which contemplates or
6 permits a Subcontractor to operate or manage a hotel or restaurant in a Hotel or Restaurant
7 Project, as defined herein, or to provide a service essential to the operation of such a hotel or
8 restaurant, a provision requiring that subcontractor to comply with the requirements provided
9 in this Article. This provision shall be a material and mandatory term of such subcontract,
10 binding on all successors and assigns, and shall state (modified as necessary to
11 accommodate particular circumstances):

12
13 "The City and County of San Francisco has enacted an Ordinance at Chapter 23, Article V of
14 its Administrative Code, commencing at Section 23.31, which may apply to [Subcontractor].
15 Its terms are expressly incorporated by reference hereto. To the extent [Subcontractor] or its
16 successors or assigns employs employees in a hotel or restaurant in [this facility] within the
17 scope of that Ordinance, [Subcontractor] hereby agrees as a material condition of this
18 [Subcontract] to enter into and abide by a Card Check Agreement with a Labor Organization
19 or Organizations seeking to represent [Subcontractor's] employees, if and as required by that
20 Article, and to otherwise fully comply with the requirements of that Article. [Subcontractor]
21 recognizes that, as required by that Article, it must enter into a Card Check Agreement with a
22 Labor Organization(s) as specified by that Article before executing this [Subcontract], and that
23 being party to such a Card Check Agreement(s) is a condition precedent of rights or
24 obligations under this [Subcontract]."
25

1 Notwithstanding the requirements provided in (i) — (iv), any employer who has in good
2 faith fully complied with those requirements will be excused from further compliance as to a
3 labor organization which has taken economic action against that employer at that site in
4 furtherance of a campaign to organize that employer's employees at that site for collective
5 bargaining. This clause shall not be interpreted, however, to apply to economic action against
6 an employer at other locations where that employer does business, or at any location for
7 purposes other than organizing the employer's employees; nor shall economic action by one
8 labor organization excuse an employer from the obligations of this Article or a card check
9 agreement as to a different labor organization.

10 (2) Developers and Manager/Operators. Any developer or manager/operator of a
11 hotel or restaurant project must:

12 (i) To the extent it employs employees in a hotel or restaurant in a hotel or
13 restaurant project, abide by the requirements stated in Subsection (1);

14 (ii) Include the provision specified in (1)(iv) in any subcontract, modified as
15 necessary to accommodate the circumstances of that particular subcontract;

16 (iii) Refrain from executing a subcontract by which an employer subject to (1) is
17 authorized or permitted to operate a hotel or restaurant in a hotel or restaurant project until
18 that employer has entered into a card check agreement with a labor organization, as required
19 in (1);

20 (iv) Notify local labor council(s) and/or federation(s) of any hotels(s) or restaurant(s)
21 and/or any employer(s) that will operate a hotel or restaurant in a hotel or restaurant project
22 which may be subject to the requirements of (1), as soon as the developer or
23 manager/operator identifies such hotel(s) or restaurant(s) or employer(s), but in no event later
24 than 21 days before requiring an employer to sign a subcontract. This notification
25 requirement applies only to hotels or restaurants or employers that will operate in a Hotel or

1 Restaurant Project, as defined herein and only where the City's proprietary interest is based
2 on a lease, a loan or a guarantee, as specified in Section 23.32(10)(i)-(iii):

3 (v) Inform any prospective subcontractor, that if the subcontractor acts as an
4 employer subject to the requirements of (1), it must enter into a card check agreement
5 pursuant to this Article before it may execute the subcontract, and as a condition precedent to
6 any rights or obligations under such document;

7 (vi) Take reasonable steps to enforce the ~~of~~ terms of any subcontract requiring
8 compliance with this Article. To the extent a developer or manager/operator is found to have
9 intentionally aided, abetted or encouraged a subcontractor's failure to comply with such a
10 provision or the terms of this Article, either by action or inaction, that developer or
11 manager/operator shall be jointly and severally liable for all damages awarded pursuant to
12 Section 23.35.

13 (3) The City.

14 (i) City Contracts. Any City contract executed under the authority of any
15 commission, department, authority or officer of the City, which contemplates the use or
16 operation of a hotel or restaurant in a hotel or restaurant project must include a provision
17 requiring that any developer or operator/manager of a hotel or restaurant project pursuant to
18 that City contract, and any employer(s) operating in such hotel or restaurant project, agree to
19 comply with the requirements imposed in Subsections (1) and (2), as essential consideration
20 for the City entering into the City contract.

21 (ii) Model Card Check Agreement. To facilitate the requirements imposed by this
22 Section, the City's Mayor or the Mayor's designee may provide a model recommended card
23 check agreement that includes the mandatory terms identified in Section 23.32(1) and which
24 provides the maximum protection against labor/management conflict arising out of an
25 organizing drive, and make such model recommended agreement available to parties

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BOARD OF SUPERVISORS

1 required to enter into such agreement. The City may also prepare guidelines establishing
2 standards and procedures related to this Article. Notwithstanding this provision regarding the
3 preparation of a model card check agreement or related guidelines, this Article shall be self-
4 executing, and shall apply in all circumstances and to the extent provided in this Article, in the
5 absence of or regardless of such model card check agreement or guidelines.

6 (iii) Requests for Proposals ("RFPs"). Any commission, department, authority or officer
7 of the City which issues a request for proposals or invitation to bid or similar document
8 regarding development of City property which could result in a proposal contemplating
9 operation of a hotel or restaurant project after the effective date of this ordinance, must
10 include in such document a summary description of and reference to the policy and
11 requirements of this Article. Failure to include description or reference to this Article in an RFP
12 or similar document shall not exempt any developer, manager/operator or employer otherwise
13 subject to the requirements of this Article.

14 (c) Applicability of This Article. The policy and obligations established above shall
15 apply to particular developers, manager/operators and employers whenever the City has a
16 proprietary interest in a hotel or restaurant project, except as otherwise provided hereunder.
17 The determination whether or not the City has a proprietary interest in a hotel or restaurant
18 project, and if so, whether an exemption applies under Section 23.34(b), shall be made on a
19 case-by-case basis by the Mayor or the Mayor's designee by applying the standards and
20 principles described herein and any further standards and principles provided in guidelines
21 distributed pursuant to Section 23.33(b)(3)(ii) hereof. Any party otherwise subject to the terms
22 of this Article because the City has a proprietary interest in a hotel or restaurant project
23 defined in Section 23.32(10)(i) — (iii) above that claims an exemption from the terms of this
24 Article under Section 23.34 below shall have the burden of demonstrating that the basis for
25 such exemption is clearly present.

1 **SEC. 23.34. SCOPE AND EXEMPTIONS.** (a) Scope. The requirements of this Article
2 apply only to the procedures for determining employee preference regarding whether to be
3 represented by a labor organization for purposes of collective bargaining and/or by which
4 labor organization to be represented. Accordingly, this Article does not apply to the process
5 of collective bargaining in the event a labor organization has been recognized as the
6 bargaining representative for employees of employers subject to this Article. Moreover,
7 nothing in the Article requires an employer or other entity subject to this Article to recognize a
8 particular labor organization; nor does any provision of this Article require that a collective
9 bargaining agreement be entered into with any labor organization, or that an employer submit
10 to arbitration regarding the terms of a collective bargaining agreement.

11 (b) Exemptions. The requirements of this Article shall not apply to:

12 (1) Employers employing fewer than the equivalent of 50 full-time or part-time
13 employees, provided that: (i) when a restaurant is located on the same premises as the a
14 hotel and routinely provides food or beverage services to the hotel's guests, employees of the
15 restaurant and hotel shall be aggregated for purposes of determining the applicability of this
16 ordinance; (ii) all employees employed in all restaurants which operate under the jurisdictional
17 control of the San Francisco Airport Commission and which are owned, operated or managed
18 by the same owner, operator or manager shall be aggregated for purposes of determining the
19 applicability of this Ordinance; or

20 (2) Employers commencing operation in a hotel or restaurant in a hotel or
21 restaurant project before the effective date of this Ordinance, or a hotel or restaurant project
22 under any subcontract or City contract entered into before the effective date of this ordinance,
23 ((or renewed without substantial amendment after such effective date)) (Pre-Existing
24 Agreement). This exemption applies to an Employer and to his or her family for the duration
25 of such Pre-Existing Agreement, unless it is amended during its term resulting in a Substantial

1 Amendment, as defined in Section 23.32(13). This exemption shall apply beyond the
2 expiration of the Pre-Existing Agreement if it is renewed or extended without a change in
3 ownership of the Employer, and without changes resulting in Substantial Amendment, as
4 defined in Section 23.32(13). For purposes of this exemption, "change in ownership" shall
5 mean a change in ownership, from the effective date hereof, of 25% or more, unless such
6 change is among members of the same family; or

7 (3) Any employer which is signatory to a valid and binding collective bargaining
8 agreement covering the terms and conditions of employment for its employees at that hotel or
9 restaurant project, or which has entered into a card check agreement with a labor organization
10 regarding such employees which agreement provides at least equal protection from
11 labor/management conflict as provided by the minimum terms provided in Section 23.32(1); or

12 (4) Any hotel or restaurant project where the Mayor or the Mayor's designee
13 determines that the risk to the City's financial or other nonregulatory interest resulting from
14 labor/management conflict is so minimal or speculative as not to warrant concern for the City's
15 investment or other nonregulatory interest; or

16 (5) Any hotel or restaurant project where the developer, manager/operator or
17 employer, is an agency of the federal government or a statewide agency or entity ("public
18 agency") and that public agency would prohibit application of this Article; or

19 (6) Any hotel or restaurant project where the requirements of this Article would
20 violate or be inconsistent with the terms or conditions of a grant, subvention or agreement with
21 a public agency related to such hotel or restaurant project, or any related rules or regulations;
22 or

23 (((7) Any hotel or restaurant project located on property under the jurisdictional
24 control of the San Francisco Airport Commission.))

1 Section 2. Article VII of the San Francisco Administrative Code is hereby amended by
2 adding Sections 23.36 and 23.37 to read as follows:


3 **SEC. 23.36. EFFECTIVE DATE AND APPLICATION.** This Ordinance shall become
4 effective 30 days after it is enacted, is intended to have prospective effect only, and shall not
5 be interpreted to impair the obligations of any Pre-Existing Agreement to which the City is a
6 party, unless such Pre-Existing Agreement has been Substantially Amended after the
7 effective date of this Ordinance.

8
9 **SEC. 23.37. SEVERABILITY.** If any part or provision of this Ordinance, or the
10 application thereof to any person or circumstance, is held invalid, the remainder of this
11 Ordinance, including the application of such part or provisions to other persons or
12 circumstances, shall not be affected thereby and shall continue in full force and effect. To this
13 end, the provisions of this Ordinance are severable.

14
15
16 APPROVED AS TO FORM:

17 LOUISE H. RENNE, City Attorney

18
19
20 By:


21 JONATHAN HOLTZMAN
Deputy City Attorney

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23
24
25
SUPERVISOR KATZ
BOARD OF SUPERVISORS



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails Ordinance

File Number: 990298

Date Passed:

Ordinance amending Administrative Code Sections 23.32, 23.33, 23.34 of the ordinance governing labor representation procedures in hotel and restaurant developments in which the City has an ongoing proprietary interest (The Card Check Ordinance) in order to clarify certain defined terms, notice requirements, contract language requirements, exemptions and applicability of ordinance to pre-existing agreements and by adding Sections 23.36 and 23.37 regarding effective date, applicability and severability.

April 19, 1999 Board of Supervisors — PASSED ON FIRST READING

Ayes: 7 - Ammiano, Becerril, Brown, Katz, Leno, Yaki, Yee

Noes: 1 - Kaufman

Absent: 3 - Bierman, Newsom, Teng

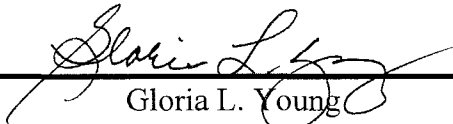
April 26, 1999 Board of Supervisors — FINALLY PASSED

Ayes: 10 - Ammiano, Becerril, Bierman, Brown, Katz, Leno, Newsom, Teng,
Yaki, Yee

Noes: 1 - Kaufman

File No. 990298

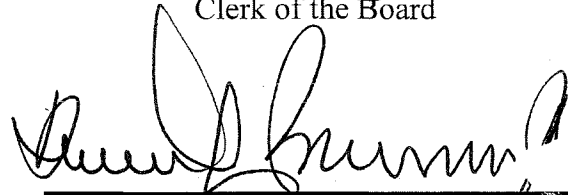
I hereby certify that the foregoing Ordinance was FINALLY PASSED on April 26, 1999 by the Board of Supervisors of the City and County of San Francisco.



Gloria L. Young
Clerk of the Board

MAY - 7 1999

Date Approved



Mayor Willie L. Brown Jr.

1 APPROPRIATING \$600,000 OF FEDERAL AND STATE PUBLIC ASSISTANCE FOR
2 THE ADAPTATION AND INSTALLATION OF SAN FRANCISCO'S COMPUTER ASSISTED
3 SUPPORT ENFORCEMENT SYSTEM (CASES), A CHILD SUPPORT OPERATING SYSTEM
THROUGHOUT THE CALIFORNIA COUNTIES FOR THE DISTRICT ATTORNEY FOR FISCAL
YEAR 1998-99.

4 Be it ordained by the people of the City and County of San Francisco:

5 **Section 1.** Funds are hereby appropriated for FY 1998-99 as follows:

<u>Department and Number</u>	<u>Source of Funds and Purpose of Appropriation</u>	<u>Debit</u>	<u>Amount</u>	<u>Credit</u>
<u>Fund</u> 1G-AGF-FAM General Fund- DA-Family Support	<u>Department</u> DAT02 Family Support	<u>Program</u> CAR Cases Consortium		
<u>Funding Sources</u>				
400-40199 (045014)	Other Federal Public Assistance Administration Program		\$396,000	
450-45299 (045014)	Other State Public Assistance Program		\$204,000	
<u>Funding Uses</u>				
021-02700 (045014)	Other Professional Services			\$600,000
	Total		<u>\$600,000</u>	<u>\$600,000</u>

18 APPROVED AS TO FORM:
19 LOUISE H. RENNE, CITY ATTORNEY

FUNDS AVAILABLE
EDWARD M. HARRINGTON
CONTROLLER

20
21 BY: 
22 DEPUTY CITY ATTORNEY

20
21 BY: 
22

23 n\excel\happro\04sa#17



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails

Ordinance

File Number: 990377

Date Passed:

Ordinance appropriating \$600,000, District Attorney, of Federal and State Public Assistance for the adaptation of San Francisco's Computer Assisted Support Enforcement System (CASES), a child support operating system throughout the California counties for fiscal year 1998-1999.

April 19, 1999 Board of Supervisors — PASSED, ON FIRST READING

Ayes: 8 - Ammiano, Becerril, Brown, Katz, Kaufman, Leno, Yaki, Yee

Absent: 3 - Bierman, Newsom, Teng

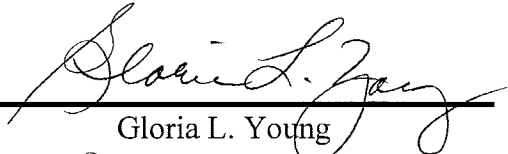
April 26, 1999 Board of Supervisors — FINALLY PASSED

Ayes: 10 - Ammiano, Becerril, Bierman, Brown, Katz, Kaufman, Leno, Newsom, Yaki, Yee

Absent: 1 - Teng

File No. 990377

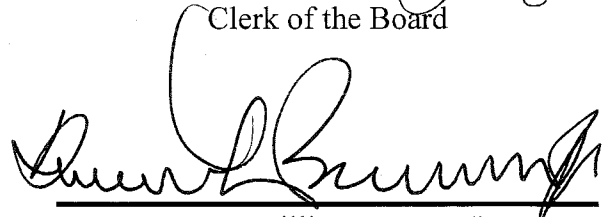
I hereby certify that the foregoing Ordinance
was FINALLY PASSED on April 26, 1999 by
the Board of Supervisors of the City and
County of San Francisco.



Gloria L. Young
Clerk of the Board

MAY - 7 1999

Date Approved



Mayor Willie L. Brown Jr.