

1 [Police Code - Hours and Retention Protections for Formula Retail Employees]

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3 **Ordinance amending the Police Code to regulate the operation of Formula Retail**  
4 **Establishments, including requiring employers to offer additional hours of work, when**  
5 **available, to current part-time employees; and requiring successor employers to retain**  
6 **employees for 90 days upon a change in control of the business.**

7 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.  
8 **Additions to Codes** are in *single-underline italics Times New Roman font*.  
9 **Deletions to Codes** are in ~~*strikethrough italics Times New Roman font*~~.  
10 **Board amendment additions** are in double-underlined Arial font.  
11 **Board amendment deletions** are in ~~Arial font~~.  
12 **Asterisks (\* \* \* \*)** indicate the omission of unchanged Code  
13 subsections or parts of tables.

11

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

13

14 Section 1. The Police Code is hereby amended by adding Article 33F, consisting of  
15 Sections 3300F.1 through 3300F.18, to read as follows:

16 **ARTICLE 33F: HOURS AND RETENTION PROTECTIONS**

17 **FOR FORMULA RETAIL EMPLOYEES**

18 **SEC. 3300F.1. PURPOSE.**

19 (a) Formula retail establishments are a major employment base for San Francisco. There are  
20 approximately 1,250 formula retail establishments in the City, accounting for approximately 12 percent  
21 of all retailers. The City has a strong interest in ensuring that the jobs these formula retail  
22 establishments create allow workers to meet basic needs and achieve economic security.

23 (b) Employers have increasingly moved to scheduling practices that relegate their employees to  
24 involuntary part-time status, contributing to the economic insecurity of these employees.

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1           (c) Many part-time workers in our City are not currently given the opportunity to work enough  
2 hours to allow them to make a decent living. Approximately one-quarter of part-time workers in the  
3 workforce overall are working part-time involuntarily, and the rate of involuntary part-time work is  
4 highest among workers in low-wage jobs.

5           (d) Giving part-time employees of formula retail establishments the opportunity to work more  
6 hours when the work is available advances the interests of the City as a whole by creating jobs that  
7 keep workers and their families out of poverty, and will help these workers meet basic needs and avoid  
8 economic hardship.

9           (e) Changes in ownership or control of formula retail establishments can result in displacement  
10 of their workforce. The City has a strong interest in promoting stabilization of this workforce, which  
11 reduces the need for social services and helps these workers avoid economic hardship. A transitional  
12 retention period upon change in ownership or control of these establishments promotes stabilization of  
13 this workforce.

14           (f) To safeguard the public welfare, health, safety, and prosperity of the City, it is essential that  
15 workers in our community earn sufficient wages to ensure a decent and healthy life for themselves and  
16 their families. Prompt and efficient enforcement of Article 33F will provide workers in the City with  
17 economic security and the assurance that their rights will be respected.

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19           **SEC. 3300F.2. DEFINITIONS.**

20           For purposes of this Article 33F, the following definitions apply:

21           “Agency” shall mean the City’s Office of Labor Standards Enforcement.

22           “Change in Control” shall mean any sale, assignment, transfer, contribution, or other  
23 disposition (including by consolidation, merger, or reorganization) of all or the majority of the assets  
24 of, or a controlling interest in, the Incumbent Employer or Formula Retail Parent or any Formula  
25

1 Retail Establishment under the operation or control of either such Incumbent Employer or Formula  
2 Retail Parent.

3 “City” shall mean the City and County of San Francisco.

4 “Eligible Employee” shall mean any Employee who has been employed by the Incumbent  
5 Employer at the Formula Retail Establishment subject to a Change in Control for at least 90 days prior  
6 to the date that the Transfer Document is fully executed. “Eligible Employee” does not include a  
7 managerial, supervisory, or confidential employee.

8 “Employee” shall have the same meaning as the definition of “Employee” in Section 12R.3 of  
9 the Minimum Wage Ordinance (Administrative Code Chapter 12R), as amended from time to time,  
10 except that Employee shall also mean any Person who, in a particular week, is scheduled for an On-  
11 Call Shift for at least two hours for an Employer within the geographic boundaries of the City,  
12 regardless of whether the person is required to report to work for such shift.

13 “Employer” shall mean any Person that owns or operates a Formula Retail Establishment with  
14 20 ~~one~~ or more Employees in the City, including corporate officers or executives, who directly or  
15 indirectly or through an agent or any other person, including through the services of a temporary  
16 services or staffing agency or similar entity, employs or exercises control over the wages, hours or  
17 working conditions of any individual. For the purpose of calculating the 20-employee threshold  
18 referenced herein, Employees performing work in other Formula Retail Establishments in the  
19 City that are owned or operated under the same trade name by the same Employer shall be  
20 counted. Notwithstanding the foregoing definition, “Employer” does not include a Nonprofit  
21 Corporation or governmental entity.

22 “Employment Commencement Date” shall mean the date on which an Eligible Employee  
23 retained by the Successor Employer as required in this Article 33F commences employment triggering  
24 the commencement of the 90-day retention period for the Successor Employer.

1 “Formula Retail Establishment” shall mean a business located in San Francisco that falls  
2 under the Planning Code’s definition of “Formula Retail Use,” as amended from time to time.

3 “Formula Retail Parent” shall mean any Person who owns or controls the Incumbent  
4 Employer.

5 “Full-time” shall mean 35 or more hours of work in each work week.

6 “Incumbent Employer” shall mean the Employer that owns, controls, and/or operates the  
7 Formula Retail Establishment prior to the Change in Control, provided that the Employer has  
8 employed 200 or more Employees during the 90 days of operation prior to the Change in  
9 Control. For the purpose of calculating the 200-employee threshold referenced herein,  
10 Employees performing work in other Formula Retail Establishments in the City that are owned  
11 or operated under the same trade name by the same Employer shall be counted.

12 “Nonprofit Corporation” shall mean a nonprofit corporation, duly organized, validly existing  
13 and in good standing under the laws of the jurisdiction of its incorporation and (if a foreign  
14 corporation) in good standing under the laws of the State of California, which corporation has  
15 established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal  
16 Revenue Code, as amended from time to time, and all rules and regulations promulgated under such  
17 Section.

18 “On-Call Shift” shall mean any work shift for which an Employee must, less than 24 hours in  
19 advance of the start of the shift, either contact the Employer or wait to be contacted by the Employer to  
20 learn whether the Employer requires the Employee to report to work for the shift.

21 “Part-time” shall mean fewer than 35 hours of work in each work week.

22 “Person” shall mean an individual, proprietorship, corporation, partnership, limited  
23 partnership, limited liability partnership or company, trust, business trust, estate, association, joint  
24 venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign.

1           “Property Services Contractor” shall mean any contractor or subcontractor of an Employer  
2 that provides janitorial and/or security services to the Employer at a Formula Retail Establishment in  
3 San Francisco covered by this Article 33F.

4           “Successor Employer” shall mean the Employer that owns, controls, and/or operates the  
5 Formula Retail Establishment after the Change in Control.

6           “Transfer Document” shall mean the purchase agreement or other document(s) effecting the  
7 Change in Control.

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9           **SEC. 3300F.3. OFFERING ADDITIONAL WORK TO PART-TIME EMPLOYEES.**

10           (a) Subject to the limitations herein, before hiring new Employees or using contractors or a  
11 temporary services or staffing agency to perform work in a Formula Retail Establishment, an Employer  
12 shall first offer the additional work to existing Part-time Employee(s) if: (1) the Part-time Employee(s)  
13 are qualified to do the additional work, as reasonably determined by the Employer and (2) the  
14 additional work is the same or similar to work the Employee(s) have performed for the Formula Retail  
15 Establishment. This Section 3300F.3 requires Employers to offer to Part-time Employees only the  
16 number of hours required to give the Employee 35 hours of work in a week.

17           (b) An Employer has discretion to divide the additional work hours among Part-time  
18 Employees consistent with this section.

19           (c) A Part-time Employee may, but is not required to, accept the Employer’s offer of additional  
20 work hours under this Section.

21           (d) When this Section requires an Employer to offer additional work hours to existing Part-time  
22 Employees, the Employer shall make the offer in writing and shall retain each written offer no less than  
23 three ~~four~~ years as required under Section 3300F.8.

24           (e) The requirements imposed by this Section 3300F.3 shall apply to Property Services  
25 Contractors as to work performed in San Francisco at a Formula Retail Establishment covered by this

1 Article 33F, under a contract with an Employer. An Employer shall include in any such contract  
2 executed on or after the operative date of this Article 33F, (1) a provision requiring the Property  
3 Services Contractor to comply with this Section and (2) a copy of this Section. The Employer shall  
4 retain copies of such contracts for a period of not less than ~~three~~ ~~four~~ years following the expiration or  
5 termination of the contract, and make such copies available to the Agency for inspection upon request.  
6 In addition, Sections 3300F.7, 3300F.8, 3300F.9, 3300F.10, 3300F.11, and 3300F.12 of this Article  
7 shall apply to a Property Services Contractor as if it is an Employer for purposes of notice, record  
8 retention, compliance, investigation, and enforcement of the requirements of this Section 3300F.3.

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10 **SEC. 3300F.4. RETENTION OF EMPLOYEES UPON CHANGE IN CONTROL.**

11 (a) The Incumbent Employer shall, concurrent with the date that the Transfer Document is fully  
12 executed, provide to the Successor Employer a list (“Retention List”) that includes the name, contact  
13 information, date of hire, rate of pay, average number of hours worked per week in the six months prior  
14 to the Change in Control, and employment occupation classification of each Eligible Employee. For  
15 purposes of this subsection (a), contact information shall include but need not be limited to the Eligible  
16 Employee’s phone number, home address and email address.

17 (b) The Successor Employer shall employ each Eligible Employee identified on the Retention  
18 List to work in the Formula Retail Establishment, under the same terms of employment with respect to  
19 job classification, compensation, and number of work hours that governed the Eligible Employee and  
20 Incumbent Employer, and as otherwise required by law. The Successor Employer shall continue to  
21 employ the Eligible Employees in the Retail Formula Establishment for a period of 90 days from the  
22 Employee Commencement Date, consistent with the following provisions:

23 (1) The Successor Employer shall make the offer of employment in writing;

24 (2) If the Eligible Employee declines to accept the offer of employment, the Successor  
25 Employer’s obligation to offer employment to the Eligible Employee shall be deemed satisfied;

1                   (3) The requirements of this Article 33F shall apply whether the Successor Employer  
2 operates the Formula Retail Establishment in the same location or relocates to another location, so  
3 long as that other location is in San Francisco; and

4                   (4) The requirement that the Successor Employer employ Eligible Employees from the  
5 Retention List shall remain in effect notwithstanding any delay in the Successor Employer's opening  
6 the Formula Retail Establishment due to relocation, remodeling, or other reason, provided that this  
7 requirement shall terminate three years from the date that the Transfer Document is fully executed.

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9                   **SEC. 3300F.5. TRANSITION EMPLOYMENT PERIOD.**

10                   (a) If the Successor Employer determines that it requires fewer Eligible Employees than were  
11 employed by the Incumbent Employer, the Successor Employer shall retain Eligible Employees by  
12 seniority based on the date of hire by the Incumbent Employer or, if there is an applicable collective  
13 bargaining agreement, pursuant to that agreement.

14                   (b) During the 90-day transition employment period established in Section 3300F.4, the  
15 Successor Employer may not discharge without cause an Eligible Employee retained pursuant to this  
16 Article 33F.

17                   (c) The Successor Employer may not employ any individual other than an Eligible Employee in  
18 the Eligible Employee's job classification for the Formula Retail Establishment from the date that the  
19 Transfer Document is fully executed until 90 days after the Successor Employer opens the business to  
20 the public.

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22                   **SEC. 3300F.6. NOTICE OF CHANGE IN CONTROL.**

23                   (a) The Incumbent Employer shall post public notice of the Change in Control at the location of  
24 the affected Formula Retail Establishment within 24 hours of the date that the Transfer Document is  
25 fully executed. The Incumbent Employer shall be responsible for keeping the public notice posted

1 before the Change in Control and the Successor Employer shall be responsible for doing so after the  
2 Change in Control. The notice of Change in Control shall remain posted for at least 30 days.

3 (b) Notice shall include, but not be limited to, the name of the Incumbent Employer and its  
4 contact information, the name of the Successor Employer and its contact information, the U.S. Postal  
5 and electronic mailing addresses that Eligible Employees may use to provide their updated contact  
6 information, and the effective date of the Change in Control.

7 (c) Notice shall be posted in a conspicuous place at the Formula Retail Establishment so as to  
8 be readily viewable by Eligible Employees and other employees, customers, and members of the public.

9 (d) Successor Employers shall maintain the Retention List of Eligible Employees entitled to  
10 employment for the 90 day transition period, including updated contact information provided by  
11 Eligible Employees, until the expiration of the retention rights of all Eligible Employees on the list.

12 (e) The Employer who pays the wages of Eligible Employees for the first time after the Transfer  
13 Document is fully executed shall provide with the paycheck notice of the rights of Eligible Employees  
14 under this Article.

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16 **SEC. 3300F.7. NOTICE OF EMPLOYEE RIGHTS.**

17 (a) The Agency shall, no later than the operative date of this Article 33F, publish and make  
18 available to Employers, in English, Spanish, Chinese, Tagalog, and any other language spoken by more  
19 than 5% of the San Francisco work force, a notice suitable for posting by Employers in the workplace  
20 informing Employees of their rights under this Article. The Agency shall update this notice on  
21 December 1 of any year in which there is a change in the languages spoken by more than 5% of the San  
22 Francisco workforce.

23 (b) Every Employer shall post in a conspicuous place at any workplace or job site where any of  
24 its Employees works the notice prepared by the Agency under subsection (a) informing Employees of  
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1 their rights under this Article 33F in English, Spanish, Chinese, Tagalog and any other language  
2 spoken by at least five percent of the Employees at the workplace or job site.

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4 **SEC. 3300F.8. REQUIREMENTS GOVERNING RETENTION OF RECORDS.**

5 (a) Employers shall retain employment and payroll records pertaining to current and former  
6 Employees for no less than ~~three~~ four years.

7 (b) Employers shall retain copies of written offers to current and former Part-time Employees  
8 for additional work hours under Section 3300F.3 for no less than ~~three~~ four years.

9 (c) Each Successor Employer shall retain a copy of offers of employment to Eligible Employees  
10 required after a Change of Control as provided in Section 1300F.4 for no less than ~~three~~ four years  
11 from the date that the Successor Employer made the offer.

12 (d) Successor Employers shall retain the Retention List of Eligible Employees entitled to  
13 employment for the 90-day transition period for no less than ~~three~~ four years from the date the  
14 Successor Employer received the list from the Incumbent Employer.

15 (e) Employers, Incumbent Employers and Successor Employers shall allow the Agency access  
16 to records relating to their obligations under this Article 33F, with appropriate notice and at a  
17 mutually agreeable time, to enable the Agency to monitor compliance with the requirements of this  
18 Article.

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20 **SEC. 3300F.9. RETALIATION PROHIBITED.**

21 It shall be unlawful for a Formula Retail Employer or any other Person to take adverse action  
22 against any person in retaliation for exercising rights protected under this Article 33F. Rights  
23 protected under this Article include, but are not limited to: the right to file a complaint or inform any  
24 person about any party's alleged noncompliance with this Article; and the right to inform any person of  
25 his or her potential rights under this Article and to assist him or her in asserting such rights.

1 Protection of this Section 3300F.9 shall apply to any person who mistakenly, but in good faith, alleges  
2 noncompliance with this Article. Taking adverse action against a person within 90 days of the person's  
3 exercise of rights protected under this Article shall raise a rebuttable presumption that the party taking  
4 the adverse action did so in retaliation for the exercise of such rights.

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6 **SEC. 3300F.10. INVESTIGATION AND ADMINISTRATIVE ENFORCEMENT BY THE**  
7 **AGENCY.**

8 (a) Authority. The Agency is authorized to take appropriate steps to enforce and coordinate  
9 enforcement of this Article 33F, including the investigation of any possible violations of this Article.

10 (b) Determination of Violation and Penalties.

11 (1) Where the Agency has reason to believe that a violation has occurred, it may order  
12 any appropriate temporary or interim relief to mitigate the violation or maintain the status quo pending  
13 completion of a full investigation, provided, however, that during the first six months following  
14 the operative date of this Article 33G, the Agency must issue warnings and notices to correct.

15 (2) After investigating a possible violation of this Article 33F, and providing the  
16 Employer, Incumbent Employer or Successor Employer the opportunity to respond to the allegations, if  
17 the Agency determines that a violation has occurred, it may issue a Determination of Violation. The  
18 Determination of Violation shall identify the violation and the factual basis for the determination. The  
19 Agency shall serve the Determination of Violation on the Employer, Incumbent Employer or Successor  
20 Employer by United States mail and the date of service shall be the date of mailing. In the  
21 Determination of Violation, the Agency may order any appropriate relief, provided, however, that  
22 during the first six months following the operative date of this Article 33G, the Agency must  
23 issue warnings and notices to correct. Thereafter, the Agency may order relief including, but  
24 not limited to, requiring a Formula Retail Employer to offer additional hours of work to Part-time  
25 Employees as required under Section 3300F.3, reinstatement, payment of lost wages to the Eligible

1 Employee or person whose rights under this Article were violated, and the payment of an additional  
2 sum as an administrative penalty that does not exceed the amount of the award for lost wages. To  
3 compensate the City for the costs of investigating and remedying the violation, the Agency may also  
4 order the violating Employer, Incumbent Employer or Successor Employer to pay to the City an  
5 amount that does not exceed its enforcement costs.

6 (c) Appeal Procedure. An Employer, Incumbent Employer or Successor Employer may appeal  
7 from a Determination of Violation in accordance with the following procedures:

8 (1) Any appeal from a Determination of Violation (referred to in this subsection (c) as  
9 “Appeal”) shall be filed in writing by the party filing the Appeal (referred to as “Appellant”) within 15  
10 days of the date of service of the Determination of Violation. Appellant shall file the Appeal with the  
11 City Controller and serve a copy on the Agency. Failure by the Appellant to submit a timely, written  
12 Appeal shall constitute concession to the violation, and the violation shall be deemed final upon  
13 expiration of the 15-day period.

14 (2) Following the filing of the Appeal and service of a copy on the Agency, the Agency  
15 shall promptly afford Appellant an opportunity to meet and confer in good faith regarding possible  
16 resolution of the Determination of Violation in advance of further proceedings under this subsection  
17 (c), with the intention that such meeting occur within 30 days of the date the Appeal is filed if feasible.

18 (3) After the expiration of 30 days following the date the Appeal is filed, any party may  
19 request in writing, with concurrent notice to all other parties, that the Controller appoint a hearing  
20 officer to hear and decide the appeal. If no party requests appointment of a hearing officer, the Notice  
21 of Violation shall be deemed final on the 60th day after the date the Appeal is filed.

22 (4) Within 15 days of receiving a written request for appointment of a hearing officer,  
23 the Controller shall appoint an impartial hearing officer who is not part of the Agency and immediately  
24 notify the Agency and Appellant, and their respective counsel or authorized representative if any, of the  
25 appointment. The appointed hearing officer shall be an Administrative Law Judge with not fewer than

1 two years' experience in labor or employment law and/or wage and hour matters, or an attorney with  
2 not fewer than five years' experience in labor or employment law and/or wage and hour matters.

3 (5) The hearing officer shall promptly set a date for a hearing. The hearing must  
4 commence within 45 days of the date of the Controller's notice of appointment of the hearing officer,  
5 and conclude within 75 days of such notice. The hearing officer shall conduct a fair and impartial  
6 evidentiary hearing in conformance with the time limitations set forth in this subsection (c)(5) and in  
7 any applicable rules and regulations, so as to avoid undue delay in the resolution of any Appeal. The  
8 hearing officer shall have the discretion to extend the times under this subsection (c)(5), and any time  
9 requirements under any applicable rules and regulations, only upon a determination of good cause.

10 (6) Appellant shall have the burden of proving by a preponderance of the evidence that  
11 the basis for the Determination of Violation, and/or the amount of lost wages, interest, or penalty  
12 payments at issue in the Appeal, is incorrect.

13 (7) Within 30 days of the conclusion of the hearing, the hearing officer shall issue a  
14 written decision affirming, modifying, or dismissing the Determination of Violation. The decision of the  
15 hearing officer shall consist of findings and a determination. The hearing officer's findings and  
16 determination shall be the final administrative determination.

17 (8) Appellant may appeal a final administrative determination only by filing in San  
18 Francisco Superior Court a petition for a writ of mandate under California Code of Civil Procedure,  
19 section 1094.5, et seq., as applicable and as may be amended from time to time.

20 (9) Failure to appeal a Determination of Violation shall constitute a failure to exhaust  
21 administrative remedies, which shall serve as a complete defense to any petition or claim brought by  
22 the Employer, Incumbent Employer or Successor Employer against the City regarding the Agency's  
23 Determination of Violation.

24 (10) A Property Services Contractor, and an Employer that has a contract with the  
25 Property Services Contractor, shall be jointly and severally liable for all amounts due pursuant to a

1 Determination of Violation finding a violation by the Property Services Contractor under this Article or  
2 a court judgment thereon. The Agency shall first exhaust all reasonable remedies to collect the amount  
3 due from the Property Services Contractor before pursuing the claim against the Employer.

4 (d) Compliance. Where prompt compliance with a Determination of Violation is not  
5 forthcoming, the Agency may take any appropriate enforcement action to secure compliance, including  
6 referring the action to the City Attorney to consider initiating a civil action pursuant to Section  
7 3300F.12.

8 (e) Reporting Violations. An Employee or Eligible Employee or any individual who has reason  
9 to believe that a violation of this Article has occurred may report to the Agency any suspected violation  
10 of this Article. The Agency shall encourage reporting pursuant to this subsection (e) by keeping  
11 confidential, to the maximum extent permitted by applicable laws, the name and other identifying  
12 information of the individual reporting the suspected violation; provided, however, that with the  
13 authorization of the reporting individual, the Agency may disclose his or her name and identifying  
14 information as necessary to enforce this Article or for other appropriate purposes.

15  
16 **SEC. 3300F.11. AUTHORITY OF AGENCY TO IMPOSE ADMINISTRATIVE FINES.**

17 (a) The Labor Standards Enforcement Officer or a designee of that Officer may impose an  
18 administrative fine of up to \$500 per Eligible Employee employed by the Employer, Incumbent  
19 Employer, or Successor Employer for violating any of the following requirements of this Article 33F:

20 (1) The requirements under Section 3300F.4 that an Incumbent Employer provide a  
21 Successor Employer a list identifying Eligible Employees and information regarding their employment,  
22 and that the list be provided concurrent with the date of final execution of the Transfer Document;

23 (2) The requirement under Section 3300F.6 that the Incumbent Employer and Successor  
24 Employer post notice of a Change in Control;

1                   (3) The requirement under Section 3300F.6 that the Employer provide notice of the  
2 rights of Eligible Employees under this Article with the first paycheck after the Transfer Document is  
3 fully executed;

4                   (4) The requirement under Section 3300F.7 that an Employer post notice of the rights  
5 of Employees under this Article 33F, with each day that the notice is not posted deemed a separate  
6 violation but only if the Agency gave the Employer notice that continued violations would authorize a  
7 citation under this subsection (a); and

8                   (5) The requirement under Section 3300F.8 that an Employer make available to the  
9 Agency employment and payroll records.

10                   (6) The requirement under Section 3300F.3 that an Employer make the offer of  
11 additional hours in writing.

12                   (b) Administrative Code Chapter 100, "Procedures Governing the Imposition of Administrative  
13 Fines," as it may be amended from time to time, is hereby incorporated in its entirety and shall govern  
14 the imposition, enforcement, collection, and review of administrative citations issued to enforce the  
15 provisions of this section 3300F.11 or any rule or regulation adopted relating to the provisions  
16 enumerated in subsections (a)(1)-(6) of this Section 3300.F11.

17  
18                   **SEC. 3300F.12. CIVIL ENFORCEMENT.**

19                   The City Attorney, any person aggrieved by a violation of this Article 33F, any entity a member  
20 of which is aggrieved by a violation of this Article, or any other person or entity acting on behalf of the  
21 public as provided for under applicable state law, may bring a civil action in a court of competent  
22 jurisdiction against an Employer, an Incumbent Employer or a Successor Employer for violating any  
23 requirement of this Article and, upon prevailing, shall be entitled to such legal or equitable relief as  
24 may be appropriate to remedy the violation including, without limitation, the payment of lost wages, the  
25 payment of an additional sum as a civil penalty not to exceed the amount awarded for lost wages, and

1 reinstatement in employment and/or injunctive relief, and shall be awarded reasonable attorneys' fees  
2 and costs; provided, however, that any person or entity enforcing this Article on behalf of the public as  
3 provided for under applicable state law shall, upon prevailing, be entitled only to equitable, injunctive  
4 or restitutionary relief, and reasonable attorneys' fees and costs.

5  
6 **SEC. 3300F.13. AGENCY MAY ADOPT REGULATIONS.**

7 The Agency may promulgate appropriate guidelines or rules to implement this Article 33F.  
8 Such guidelines or rules shall be consistent with this Article and may be relied on by Employers,  
9 Employees, and other persons to determine their rights and responsibilities under this Article. Such  
10 guidelines or rules may establish procedures for ensuring fair, efficient, and cost-effective  
11 implementation and enforcement of this Article, including supplementary procedures for helping to  
12 inform Employees of their rights under this Article and for monitoring Employer compliance.

13  
14 **SEC. 3300F.14. WAIVER UNDER COLLECTIVE BARGAINING AGREEMENT.**

15 A bona fide collective bargaining agreement may waive all or any portion of the  
16 applicable requirements of this Article 33F, provided the agreement explicitly states the waiver  
17 in clear and unambiguous terms.

18  
19 **SEC. 3300F.145. NO LIMITATION OF OTHER RIGHTS AND REMEDIES.**

20 This Article 33F does not in any way limit the rights and remedies that the law otherwise  
21 provides to Employees, including but not limited to the rights to be free from wrongful termination and  
22 unlawful discrimination.

23  
24 **SEC. 3300F.156. SEVERABILITY.**

1 If any section, subsection, sentence, clause, phrase, or word of this Article 33F, or any  
2 application thereof to any person or circumstance, is held to be invalid or unconstitutional by a  
3 decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining  
4 portions or applications of the Article. The Board of Supervisors hereby declares that it would have  
5 passed this Article and each and every section, subsection, sentence, clause, phrase, and word not  
6 declared invalid or unconstitutional without regard to whether any other portion of this Article or  
7 application thereof would be subsequently declared invalid or unconstitutional.

8  
9 **SEC. 3300F.1647. NO CONFLICT WITH FEDERAL OR STATE LAW.**

10 Nothing in this Article 33F shall be interpreted or applied so as to create any right,  
11 requirement, power, or duty in conflict with any federal or state law.

12  
13 **SEC. 3300F.1748 UNDERTAKING FOR THE GENERAL WELFARE.**

14 In enacting and implementing this Article 33F, the City is assuming an undertaking only to  
15 promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an  
16 obligation for breach of which it is liable in money damages to any person who claims that such breach  
17 proximately caused injury.

18  
19 **SEC. 3300F.1849. OPERATIVE DATE.**

20 This Article 33F shall become operative ~~90~~180 days after its effective date.

21  
22 **Section 2. Effective and Operative Dates.**

23 (a) Effective Date. This ordinance shall become effective 30 days after enactment.

24 Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance



1 unsigned or does not sign the ordinance within ten days of receiving it, or the Board of  
2 Supervisors overrides the Mayor's veto of the ordinance.

3 (b) Operative Date. As stated in Section 3300F.18 of the Police Code, this ordinance  
4 shall become operative ~~90~~180 days after the effective date.

5

6 APPROVED AS TO FORM:  
7 DENNIS J. HERRERA, City Attorney

8 By: \_\_\_\_\_  
9 JOSHUA WHITE  
Deputy City Attorney

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