

OPTION 1

ORDINANCE NO. _____

An ordinance proposed by an initiative petition regarding workplace security, workload, wage, and retention measures for hotel workers.

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

Section 1. A new Article 2 is added to Chapter XVIII of the Los Angeles Municipal Code, to read as follows:

HOTEL WORKER PROTECTION ORDINANCE

Section 182.00. Purpose.

Hotel workers who work by themselves in guest rooms are vulnerable to crimes and other threatening behavior, including sexual assault. Ensuring that hotel workers are equipped with personal security devices and supported in their ability to report criminal and threatening behavior to the proper authorities will promote their personal safety from criminal threat and improve public safety overall.

Hotel employees who clean guest rooms are also frequently assigned overly burdensome room cleaning quotas, and can be disciplined for failing to meet these quotas. Overly burdensome room cleaning quotas undermine the public interest in ensuring that hotel room cleaners can perform their work in a manner that adequately protects public health. Such cleaning requirements also interfere with hotel employees' ability to meet family, community, and personal obligations. This article includes provisions to assure that workers receive fair compensation through a wage premium when their workload assignments exceed defined limits. Ensuring that hotel workers receive fair compensation for their work assignments will promote the public interest and enable hotel workers to receive fair pay for honest work.

Hotel employees are also frequently assigned unexpected and mandatory overtime, which limits hotel employees' ability to meet family and personal commitments and interferes with their ability to schedule in advance for those commitments. This article prohibits hotel employers from assigning an employee overtime work when their shifts exceed 10 hours in a day without obtaining the worker's informed consent, except in emergencies.

Section 182.01. Definitions.

The following definitions shall apply to this article:

A. "Additional bed room" means a guest room with an additional bed or beds other than those regularly within the guest room, such as a cot or rollaway bed.

B. "Adverse employment action" means an action that detrimentally and materially affects the terms, conditions, or privileges of employment, including but not limited to any act to discharge, reduce in compensation, reduce work hours, alter established work schedules, increase workload, impose fees or charges, or change duties of a hotel worker.

C. "Checkout room" means a guest room to be cleaned by a hotel worker due to the departure of the guest assigned to that room.

D. "City" means the City of Los Angeles.

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

F. "Emergency" means an immediate threat to public safety or of substantial risk of property loss or destruction.

G. "Guest" means a registered guest of a hotel, a person occupying a guest room with a registered guest, or a visitor invited to a guest room by a registered guest or other person occupying a guest room.

H. "Guest room" means any room, suite of rooms, dwelling unit, cottage, or bungalow intended to be used by a guest of a hotel for transient sleeping purposes.

I. "Hotel" means an establishment that provides temporary lodging for payment in the form of overnight accommodations in guest rooms to transient patrons for periods of thirty consecutive calendar days or less, and may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public. "Hotel" includes hotels, motor lodges, motels, apartment hotels, transient occupancy residential structures and extended-stay hotels that rent units (including units with kitchens) for fewer than thirty days, private residential clubs, tourist courts, and hostels that contain both dormitory-style accommodations and private guest rooms that may be reserved, meeting the definition set forth above. "Hotel" also includes any contracted, leased or sublet premises operated in conjunction with a hotel or that is used for the primary purpose of providing services at a hotel. Except as provided above, the term "Hotel" also does not include corporate housing, rooming houses, boarding houses, single-room occupancy housing, or licensed bed and breakfast establishments within a single-unit residence. "Hotel" does not include a Short-Term Rental, as defined in Municipal Code Section 12.22. A 32.

J. "Hotel building" means a structure used as a hotel that contains one or more ground-floor public or guest entrances.

K. "Hotel employer" means any person who owns, controls, or operates a hotel in the City, and includes any person or contractor who, in a managerial,

supervisory, or confidential capacity, employs hotel workers to provide services at a hotel in conjunction with the hotel's purpose.

L. "Hotel worker" means any person who is employed by a hotel employer to provide services at a hotel. "Hotel worker" does not include a managerial, supervisory or confidential employee.

M. "Personal security device" means a portable electronic emergency contact device, including but not limited to a panic button, that signals the hotel worker's location and that provides direct contact between a hotel worker and a hotel security guard or responsible manager or supervisor designated by a hotel employer to respond to violent or threatening conduct. A personal security device does not include a whistle, noise-maker, alarm bell, or similar device that does not provide direct contact between the hotel worker and the designated security officer.

N. "Room attendant" means a hotel worker whose principal duties are to clean and put in order guest rooms in a hotel.

O. "Room cleaning" means the performance of services or tasks that are required to maintain the cleanliness of a physical hotel room before, during, or after a guest's stay. Room cleaning does not include time spent maintaining or organizing inventory (e.g., mini-bar, toiletries, towels, linens) or time spent delivering such inventory to a guest room when not accompanied by other room cleaning tasks. Room cleaning does not include turndown service or tasks associated with preparing already-made beds for sleep when not accompanied by other room cleaning tasks. Room cleaning does not include preventative or as needed maintenance activities such as repair, replacement, and general maintenance of appliances, electronics, furniture, doors, windows, carpets, walls, plumbing, and other fixtures.

P. "Special-attention room" means a checkout room or a guest room for which the occupant declined daily room cleaning on the immediately preceding day.

Q. "Violent or threatening conduct" means: (1) any conduct that involves the use of physical violence or that would reasonably be interpreted as conveying a threat of the use of physical violence, and includes, but is not limited to, rape, assault (including sexual assault), and battery (including sexual battery), as defined by the California Penal Code, as well as any threat or attempt to commit such an act; or (2) any sexual conduct, or solicitation to engage in sexual conduct, directed by a guest at a hotel worker without the consent of the hotel worker and includes, but is not limited to, indecent exposure as defined by the California Penal Code.

R. "Workday" means any consecutive 24-hour period commencing at the same time each calendar day.

Section 182.02. Measures to protect hotel workers from violent or threatening conduct.

A. Personal security devices.

1. A hotel employer shall provide a personal security device to each hotel worker assigned to work in a guest room or restroom facility where other hotel workers are not assigned to be present. The personal security device shall be provided at no cost to the hotel worker and shall be maintained in good working order by the hotel employer.

2. A hotel worker may activate a personal security device whenever a hotel worker reasonably believes that violent or threatening conduct or an emergency is occurring in the hotel worker's presence. Immediately prior to or upon activating the device, the hotel worker may cease work and leave the immediate area of danger to await assistance. No hotel worker shall be subject to an adverse employment action for activating a personal security device or for ceasing work to await assistance absent clear and convincing evidence that the hotel worker knowingly and intentionally made a false claim of emergency.

3. A hotel employer shall at all times have a designated and assigned security guard who can receive alerts from personal security devices and can provide immediate on-scene assistance in the event that a personal security device is activated. Hotels with fewer than 60 guest rooms may utilize a hotel supervisor or manager to fulfill the requirement of this subsection. If a hotel employer designates a manager or supervisory hotel staff member pursuant to this subsection, the hotel employer shall provide no fewer than three (3) hours of training to the manager or supervisory hotel staff member on (a) the requirements of this article; (b) instruction on the proper functioning and maintenance of the hotel's personal security devices; and (c) the protocols for responding to an activated personal security device. Such training shall be conducted at least annually, and the hotel employer shall maintain accurate records demonstrating attendance at such trainings.

B. Hotel workers' rights. A hotel worker who brings to the attention of a hotel employer violent or threatening conduct by a hotel guest shall be afforded the following rights:

1. A hotel employer shall immediately allow a hotel worker sufficient paid time to report the violent or threatening conduct to a law enforcement agency and to consult with a counselor or advisor of the hotel worker's choice.

2. A hotel employer shall not prevent, or attempt to prevent, a hotel worker from reporting violent or threatening conduct to a law enforcement agency.

3. A hotel employer shall not take or threaten to take any adverse employment action against a hotel worker based on the hotel worker's decision not to report violent or threatening conduct to a law enforcement agency.

4. Upon request by a hotel worker, a hotel employer shall provide reasonable accommodations to a hotel worker who has been subjected to violent or threatening conduct. Reasonable accommodations may include, but are not limited to, a modified work schedule, reassignment to a vacant position, or other reasonable adjustment to job structure, workplace facility, or work requirements.

C. **Notice.** A hotel employer shall place on the back of the entrance door to each guest room and restroom facility in a hotel a sign written in a font size of no less than 18 points, that includes the heading "The Law Protects Hotel Workers From Threatening Behavior," provides a citation to this article of the City of Los Angeles Municipal Code, and notifies guests that the hotel employer provides personal security devices to its employees.

D. **Training.** A hotel employer shall provide annual training to its hotel workers regarding how to use and maintain a personal security device, the hotel employer's protocol for responding to activation of a personal security device, and the rights of hotel workers and obligations of the hotel employer as set forth in this section. Such training shall be provided to hotel workers by the later of thirty days after the effective date of this article or within one month of the hotel worker's date of hire. For hotels having 60 or more guest rooms, hotel employer shall provide the training in each language spoken as the primary language of at least 10% of the hotel's workforce. The hotel employer shall maintain accurate records demonstrating attendance at such trainings.

Section 182.03. Measures to provide fair compensation for workload.

A. **Workload limitation.** For hotels with at least 45 guest rooms, but fewer than 60 guest rooms, a hotel employer shall not require a room attendant to perform room cleaning amounting to a total of more than 4,000 square feet of floor space in any eight-hour workday, unless the hotel employer pays the room attendant twice the room attendant's regular rate of pay for each and every hour worked during the workday. For hotels with 60 or more guest rooms, a hotel employer shall not require a room attendant to perform room cleaning amounting to a total of more than 3,500 square feet of floor space in any eight-hour workday, unless the hotel employer pays the room attendant twice the room attendant's regular rate of pay for each and every hour worked during the workday. If a room attendant during a workday is assigned to clean any combination of six or more special-attention rooms or additional-bed rooms, the total workload limitation under this section shall be reduced by 500 square feet for each such special-attention room or additional-bed room over five. If a room attendant is required to clean floor space in more than one hotel building during a workday, the total workload limitation under this subsection shall be reduced by 500 square feet for each additional hotel building. If a room attendant is required to clean floor space on more than two

floors of a hotel building, the total workload limitation under this subsection shall be reduced by 500 square feet for each additional floor. The limitations contained in this section apply to any combination of spaces, including guest rooms, meeting rooms, and other rooms within the hotel, and apply regardless of the furniture, equipment, or amenities in such rooms. The hotel employer shall state the actual square footage of each room in any written assignment of rooms that it provides to room attendants.

B. Workload proration. The maximum floor space set forth in subsection (a) shall be reduced on a prorated basis if a room attendant works less than eight hours in a workday, or is assigned to perform room cleaning for less than eight hours in a workday, and shall be increased on a prorated basis for each hour of overtime that a room attendant works in excess of eight hours in a workday, and shall be calculated on a prorated basis by room attendant if a room attendant is assigned to clean rooms jointly with one or more other room attendants.

C. Voluntary overtime. A hotel employer shall not require or permit a hotel worker to work more than 10 hours in a workday unless the hotel worker consents in writing to do so. A hotel worker's consent shall not be valid unless the hotel employer has advised the hotel worker in writing prior to the hotel worker's consent that the hotel worker may decline to work more than 10 hours in a workday and that the hotel employer will not subject the hotel worker to any adverse employment action for declining to work more than 10 hours in a workday. This subsection shall not apply in the event of an emergency.

D. Daily Room Sanitizing and Cleaning. A hotel shall not implement any program or policy whereby guest rooms are not sanitized and cleaned after each and every night that they are occupied, including a program under which guests receive a financial incentive to not have their guest room cleaned on a daily basis. This subsection does not prevent a hotel from continuing, modifying or establishing a sustainable environmental program, such as a "green program," under which guests are encouraged to re-use linens, bath towels or similar items, nor does it require a hotel to have any guest room cleaned when the occupant has opted-out of such service without solicitation by the hotel or when the occupant informs the hotel that they do not wish to be disturbed.

E. Preservation of records. Each hotel employer shall maintain for at least three years a record of each room attendant's name, rate of pay, pay received, identification of rooms cleaned, actual square footage of each room cleaned, number of special-attention rooms, number of additional hotel buildings, number of additional bed rooms, and total square footage cleaned for each workday, overtime hours worked for each workday, and any written consents provided pursuant to subsection (C) above. A hotel employer shall make these records available for inspection and copying to any hotel worker or hotel worker's designated representative, except that the names and other personally identifying information of individual hotel workers shall be redacted except to the extent that the records identify the hotel worker who is making the request. A hotel employer shall maintain an accurate record of the square footage of each room

that room attendants are assigned to clean, a copy of which shall be provided to any hotel worker who requests such record.

Section 182.04. Exemption; Limited waiver for certain hotel employers.

A. **Exemption.** The requirements of Section 182.03 shall not apply to a hotel fewer than 45 guest rooms.

B. **Waiver application.** The Division shall grant a waiver from the requirements of this article to any hotel employer who demonstrates that compliance with this article would require the hotel employer, in order to avoid bankruptcy or a shutdown of the hotel employer's hotel, to reduce its workforce by more than 20 percent or curtail its hotel workers' total hours by more than 30 percent. The Division shall grant such a waiver only after reviewing a hotel employer's financial condition at the hotel employer's expense. A waiver granted under this section shall be valid for no more than one year. A determination by the Division to grant or deny a request for waiver under this section may be appealed to a hearing examiner in accordance with established city practices for hearing examiner review.

C. **Notice of waiver application.** Prior to submitting a waiver application pursuant to this section, a hotel employer shall provide written notice of the waiver application to all hotel workers employed by the hotel employer. Within three days of receiving a waiver determination from the Division under this section, a hotel employer shall provide written notice of the determination to all hotel workers employed by the hotel employer.

Section 182.05. Notice.

A. hotel employer shall provide written notice of the hotel workers' rights set forth in this article to each hotel worker at the time of hire or within 30 days of the effective date of this article, whichever is later. Such written notice shall be provided in English, Spanish, and any other language known by the hotel employer to be spoken by ten percent or more of the hotel workers employed by the hotel employer.

Section 182.06. Retaliatory action prohibited.

No person shall discharge, reduce in compensation, take adverse action against, or otherwise discriminate against any hotel worker for opposing any practice proscribed by this article, for participating in proceedings related to this article, for seeking to enforce their rights under this article by any lawful means, or for otherwise asserting rights under this article. A hotel employer taking any adverse action against any hotel worker who is known to have engaged in any of the foregoing activities within one year preceding the adverse action shall provide to the hotel worker at or before the time of the adverse action a detailed written statement of the reason or reasons for the discharge or other adverse action, including all the facts claimed to substantiate the reason or reasons.

Section 182.07. Administrative regulations.

The Division is authorized to adopt administrative regulations that are consistent with and in furtherance of the provisions of this article. Violations of the administrative regulations adopted pursuant to this section shall constitute violations of this article and shall subject the violator to the penalties set forth in this article.

Section 182.08. Joint Civil Liability.

A hotel employer that contracts with another person, including, without limitation, another hotel employer, a temporary staffing agency, employee leasing agency or professional employer organization, to obtain the services of hotel employees shall share all civil legal responsibility and civil liability for violations of this article by that person for hotel workers performing work pursuant to the contract. For the purposes of this subsection, the term "person" shall not include:

- (1) A bona fide nonprofit organization that provides services to workers;
- (2) A bona fide labor organization, as defined in 29 U.S.C. §152, or an apprenticeship program, training program, or hiring hall operated pursuant to a labor-management agreement.

Section 182.09. Supersession by collective bargaining agreement.

The provisions of section 182.03, or any part thereof, may be waived pursuant to a bona fide collective bargaining agreement, but only if the waiver is expressly set forth in clear and unambiguous written terms. Neither party to a collective bargaining relationship may waive or supersede any provision of this article by means of unilaterally imposed terms and conditions of employment.

Section 182.10. Civil remedies.

A. **Civil action.** The City or any aggrieved person may enforce the provisions of this article by means of a civil action.

B. **Injunction.** Any person who commits an act, proposes to commit an act, or engages in any pattern or practice that violates this article may be enjoined therefrom by a court of competent jurisdiction. An action for injunction under this subsection may be brought by any aggrieved person, by the City Attorney, or by any person or entity who will fairly and adequately represent the interests of an aggrieved person or persons.

C. **Damages and penalties.** Any person who violates the provisions of this article is liable for any actual damages suffered by any aggrieved person and for

statutory damages of \$100 per aggrieved person per day, except that statutory damages for failure to maintain or provide records shall not exceed \$1,000 per day for all affected hotel workers. For willful violations, the amount of monies and penalties to be paid under this subsection shall be trebled.

D. **Attorneys' fees and costs.** In a civil action brought under this section, the court shall award the prevailing plaintiff reasonable attorneys' fees and costs, including expert witness fees.

E. **Cumulative remedies.** The remedies set forth in this article are cumulative. Nothing in this article shall be interpreted as restricting, precluding, or otherwise limiting a separate or concurrent criminal prosecution under this Code or State law.

F. **No criminal penalties.** Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for violation of this article.

G. **Coexistence with other available relief for deprivations of protected rights.** This article shall not be construed to limit an aggrieved person's right to bring legal action for violation of any other federal, state, or local law.

Sec. 2. Article 3 of Chapter XVIII of the City of Los Angeles Municipal Code is amended as follows:

A. Section 183.00 of Article 3, Chapter XVIII is amended to read as follows:

SEC. 183.00. Purpose.

Past business practices at Los Angeles hotels have resulted in mass layoffs of hotel workers. Historically, when corporate ownership or management of a hotel changes, the new operator closes the hotel for renovations and reopens with a new workforce; very few, if any, of the former hotel's employees are retained, and hundreds of workers are displaced.

A transitional retention period upon change of ownership, control, or operation of hotels ensures employment stabilization for a segment of the community. It also alleviates the demands for social services provided by the City and other local governments due to any worker displacement and resulting unemployment. Through this ordinance, the City seeks to maintain the welfare and stability of the Los Angeles hotel workforce. Whereas the Los Angeles hotels derive benefit from the City's world-class amenities and infrastructure, they have both the ability and responsibility to support the local workforce by engaging in fair employment practices.

B. Section 183.01(B) of Article 3, Chapter XVIII is amended to read as follows:

B. **"Change in Control"** means (1) any sale, assignment, transfer, contribution, or other disposition of all or substantially all of the assets used in the operation of a Hotel or a discrete portion of the Hotel that continues in operation as a Hotel; (2) any sale, assignment, transfer, contribution, or other disposition of a controlling interest (including by consolidation, merger, or reorganization) of an Incumbent Hotel Employer or any person who controls an Incumbent Hotel Employer; or (3) any other event or sequence of events (including a purchase, sale, lease, or termination of a management contract or lease) that causes the identity of the Incumbent Hotel Employer at a Hotel to change. For purposes of this Chapter, a Change in Control shall be defined to occur on the date of execution of the document effectuating the change in control.

C. Section 183.01(D) of Article 3, Chapter XVIII is amended to read as follows:

D. **"Hotel"** means a residential building or transient occupancy residential structure that is designated or used for transient lodging and other related services for the public, and containing 50 or more guest rooms, or suites of rooms, or dwelling units that may be rented for periods of 30 days or fewer. **"Hotel"** also includes any contracted, leased, or sublet premises connected to or operated in conjunction with the building's purpose, or providing services at the building. **"Hotel"** does not include a Short-Term Rental, as defined in Municipal Code Section 12.22 A 32.

Sec. 3. Section 186.01(D) of Article 6, Chapter XVIII of the City of Los Angeles Municipal Code is amended to read as follows:

D. **"Hotel"** means a residential building or transient occupancy residential structure that is designated or used for lodging and other related services for the public, and containing 60 or more guest rooms, or suites of rooms (adjoining rooms do not constitute a suite of rooms), or dwelling units that may be rented for periods of 30 days or fewer. **"Hotel"** also includes any contracted, leased or sublet premises connected to or operated in conjunction with the building's purpose, or providing services at the building. **"Hotel"** does not include a Short-Term Rental, as defined in Municipal Code Section 12.22 A 32. The number of guest rooms, suites of rooms, or dwelling units shall be calculated based on the room count on the opening of the Hotel or on December 31, 2012, whichever is greater. **"Hotel"** also includes all AHEZ Hotels.

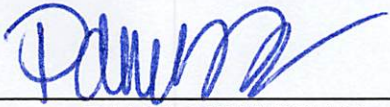
Sec. 4. If any section, subsection, sentence, clause, phrase, or application of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Ordinance. The People hereby declare that they would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to

whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Sec. 5. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By 

DANIA MINASSIAN
Deputy City Attorney

Date 6/13/22

File No. 22-1100-S3

M:\GENERAL COUNSEL DIVISION\ORDINANCES AND REPORTS\ORDINANCES - FINAL YELLOW\Hotel Workers Initiative
Option 1. FINAL.docx

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

CITY CLERK

MAYOR

Ordinance Passed _____

Approved _____