

AN ACT establishing minimum health and safety standards for hotel employees in the City of Seattle.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF SEATTLE:

Section 1. A new Chapter 14.25 is added to the Seattle Municipal Code as follows:

14.25 HOTEL EMPLOYEES HEALTH AND SAFETY

14.25.010 Findings

The people hereby adopt basic safeguards to protect hotel employees from assault and injury on the job, to improve access to affordable healthcare, and to provide a minimum standard of job security for hotel employees. This measure also includes strong enforcement mechanisms to ensure that hotel owners and operators comply with the law. Providing these protections to hotel employees will make Seattle's economy fairer and more resilient.

Hotel employees are vital contributors to our community. The hospitality industry is a profitable and important component of our economy that receives substantial taxpayer support, including through the \$1.5 billion expansion of the Washington State Convention Center.

However, the hospitality industry has not adequately provided for the safety and security of hotel employees. Due to the unique nature of hotel work, hotel employees are subjected to a higher risk of harassment and violence on the job. Unregulated workloads result in injury rates for hotel housekeepers that are higher than those of coalminers. At the same time, hospitality employees have the lowest rate of access to employer-offered health insurance of any industry in the State of Washington and face unaffordable monthly premiums for family healthcare. Frequent property sales, changes in ownership, mergers and acquisitions in the hospitality industry mean that hotel employees face employment disruptions that are wholly beyond their control. As a vast majority of Seattle hotel employees are women, immigrants, and people of color, these hazards and instabilities within the hospitality industry exacerbate existing structural inequities experienced by these groups. It is appropriate and necessary to protect employees in the hotel industry those who clean the rooms, change the sheets, and dice the vegetables from assault and injury, unmanageable medical costs, and unnecessary job loss.

PART 1

PROTECTING HOTEL EMPLOYEES FROM VIOLENT ASSAULT AND SEXUAL HARASSMENT

14.25.020 Intent

It is the intent of Part 1 of this measure to protect hotel employees from violent assault, including sexual assault, and sexual harassment and to enable employees to speak out when they experience harassment or assault on the job. Hotel employees are often asked to work alone in

hotel rooms, which sometimes may be occupied, placing them at risk of violent assault, including sexual assault, and sexual harassment.

14.25.030 Providing panic buttons to hotel employees providing in-room services

A hotel employer shall provide a panic button to each hotel employee assigned to work in a guest room without other employees present, at no cost to the employee. An employee may use the panic button if the employee reasonably believes there is an ongoing crime, harassment, or other emergency in the employees presence. The hotel employee may cease work and leave the immediate area of perceived danger to await the arrival of assistance, and no adverse employment action may be taken against the employee for such action.

14.25.040 Protecting hotel employees from violent or harassing hotel guests

A. A hotel employer must record the accusations it receives that a guest has committed an act of violence, including assault, sexual assault, or sexual harassment towards an employee. The hotel employer must determine and record the name of the guest; if the name of the guest cannot be determined, the hotel employer must determine and record as much identifying information about the guest as is reasonably possible. The hotel employer shall compile and maintain a list of all guests so accused. The employer shall retain a guest on the list for at least five years from the date of the most recent accusation against the guest, during which time the employer shall retain all written documents relating to such accusations.

B. If an accusation against a guest under subsection 14.25.040.A involves assault, sexual assault, or sexual harassment, and is supported by a statement made under penalty of perjury or other evidence, the employer shall decline to allow the guest to return to the hotel for at least three years after the date of the incident. No employee may be required to provide such statement.

C. The hotel employer must notify any hotel employee assigned to work in guest rooms without other employees present, prior to starting their scheduled work, of any guest on the list established by subsection 14.25.040.A who is staying at the hotel, identify the room assigned to the guest, and warn the employees to exercise caution when entering that room during the time the guest is staying in the hotel.

14.25.050 Deterring assaults by notifying guests of employee protections

Each hotel shall place a sign on the back of each guest room door, written in a font size of no less than 18 points, that includes the heading The Law Protects Hotel Housekeepers and Other Employees From Violent Assault and Sexual Harassment, a citation to this Chapter 14.25, and notice of the fact that the hotel is providing panic buttons to its housekeepers, room servers, and other employees assigned to work in guest rooms without other employees present, in compliance with this Chapter 14.25.

14.25.060 Protecting employees who report assault or sexual harassment

An employee who brings to the attention of a hotel employer the occurrence of an act of violence, including assault and sexual assault, or sexual harassment by a guest shall be afforded the following rights:

A. Upon request, the employee shall be reassigned to a different floor, or, if none is available for the employee's job classification, a different work area away from the guest for the entire duration of the guest's stay at the hotel;

B. The hotel employer shall immediately allow the employee sufficient paid time to contact the police and provide a police statement and to consult with a counselor or advisor of the employee's choosing; and

C. The hotel employer, with the consent of the employee, shall report an incident involving alleged criminal conduct by a guest to the law enforcement agency with jurisdiction and shall cooperate with any investigation into the incident undertaken by the agency and any attorney for the complaining employee.

PART 2

PROTECTING HOTEL EMPLOYEES FROM INJURY

14.25.070 Intent

It is the intent of this Part 2 to protect hotel employees from on-the-job injury. Hotel employees suffer an unacceptably high rate of on-the-job injuries from heavy lifting, repetitive tasks, and chemical exposure, and are 40 percent more likely to be injured on the job than all other service sector workers. The provisions of this Part 2 will help to protect hotel employees from such injuries.

14.25.080 Hotel employers must adopt reasonable practices to protect the safety of hotel employees

Hotel employers must provide and use safety devices, and safeguards and use work practices, methods, processes, and means that are reasonably adequate to make their workplaces safe.

14.25.090 Hotel employers must protect their employees from chemical hazards

Hotel employers must:

A. Control chemical agents in a manner that they will not present a hazard to employees;

B. Protect employees from the hazard of contact with, or exposure to, chemical agents; and

C. Provide employees with effective information on hazardous chemicals in their work area at the time of their initial job assignment. Information must be provided whenever a new physical or health hazard related to chemical exposure is introduced into work areas.

14.25.100 Hotel employers must protect hotel housekeepers from injuries

A. Significant injuries to hotel housekeepers result from the repetitive and strenuous tasks that must be performed in each guest room, including lifting requirements that can substantially exceed federal occupational safety standards. Hotel housekeepers face the highest injury rate of all hotel occupations. Risk of injury is increased when hotel housekeepers must clean more than 5,000 square feet of guest rooms in an eight-hour workday, and further increases when housekeepers are required to perform more than ten strenuous guest room cleanings during the day or to clean guest rooms at an unsafe speed. Workplace interventions have been found to significantly reduce injury rates for hotel housekeepers.

B. An employee providing housekeeping services at a large hotel shall not be required to clean guest rooms totaling more than 5,000 square feet of floor space in an eight-hour workday. When an employee performs ten or more strenuous room cleanings in an eight-hour workday, the maximum floor space shall be reduced by 500 square feet for the tenth strenuous room cleaning and for each such strenuous room cleaning thereafter.

C. For an employee cleaning guest rooms for fewer than eight hours per day, the foregoing maximums and reductions shall be prorated according to the actual number of hours worked cleaning guest rooms.

D. If an employee performs cleaning in excess of the square footage allowed by this Section 14.25.100 in a day, the hotel employer shall pay such hotel employee at least time-and-a-half the employees regular rate of pay for all time worked cleaning guest rooms during that day.

PART 3

IMPROVING ACCESS TO MEDICAL CARE FOR LOW INCOME HOTEL EMPLOYEES

14.25.110 Intent

It is the intent of Part 3 to improve access to affordable family medical care for hotel employees. In Washingtons economy, hospitality industry employers are the least likely to offer health insurance to employees and their contributions are second to lowest. The average monthly cost to a hotel employee for family medical coverage through an employer-offered plan exceeds \$500 per month, forcing nearly half of eligible employees to decline such plans. Access to affordable medical care is critical for hotel employees to care for themselves and their families. Additional compensation reflecting hotel employees anticipated family medical costs is necessary to improve access to medical care for low income hotel employees.

14.25.120 Large hotel employers must provide additional compensation reflective of the cost of medical coverage to low-income hotel employees

A. A large hotel employer shall pay, by no later than the 15th day of each calendar month, each of its low-wage employees who work full time at a large hotel additional wages or salary in an amount equal to the greater of \$200, adjusted annually for inflation, or the difference between (1)

the monthly premium for the lowest-cost, gold-level policy available on the Washington Health Benefit Exchange and (2) 7.5 percent of the amount by which the employees compensation for the previous calendar month, not including the additional wage or salary required by this Section 14.25.120, exceeds 100 percent of the federal poverty line. The additional wages or salary required under this Section 14.25.120 are in addition to and will not be considered as wages paid for purposes of determining compliance with the hourly minimum wage and hourly minimum compensation requirements set forth in Sections 14.19.030 through 14.19.050.

B. A large hotel employer shall not be required to pay the additional wages or salary required by this Section 14.25.120 with respect to an employee for whom the hotel employer provides health and hospitalization coverage at least equal to a gold-level policy on the Washington Health Benefit Exchange at a premium or contribution cost to the employee of no more than five percent of the employees gross taxable earnings paid to the employee by the hotel employer or its contractors or subcontractors.

C. If a household includes multiple employees covered by this Section 14.25.120, the total of all additional wage or salary payments made pursuant to this Section 14.25.120 to such employees by one or more hotel employers shall not exceed the total cost for coverage of the household under the least-expensive gold policy offered on the Washington Health Benefit Exchange. If one or more employees in the household are employed by more than one hotel employer, the hotel employers may coordinate their payments so that their combined payments do not exceed the foregoing maximum. In the absence of an agreement among hotel employers to so coordinate their payments, the amount of additional wages payable by each hotel employer shall be the amount due to each employee under subsection 14.25.120.A.

D. The inflation adjustment required under subsection 14.25.120.A shall be calculated using the year-over-year increase in cost of the lowest cost gold level policy available on the Washington Health Benefit Exchange.

PART 4

PREVENTING DISRUPTIONS IN THE HOTEL INDUSTRY

14.25.130 Intent

This Part 4 is intended to reduce disruptions to the Seattle economy that could result from the increasing number of property sales and changes in ownership in the hotel industry and also to protect low-income workers. Even long-term and exemplary employees may find themselves terminated solely because a multinational corporation has decided to sell the hotel at which they work.

14.25.140 Worker retention

A. When a hotel undergoes a change in control, the outgoing hotel employer shall, within 15 days after the execution of a transfer document, provide to the incoming hotel employer the

name, address, date of hire, and employment occupation classification of each retention hotel worker.

B. The incoming hotel employer shall maintain a preferential hiring list of retention hotel workers identified by the outgoing hotel employer, as set forth in subsection 14.25.140.A, and shall be required to hire from that list for a period beginning upon the execution of the transfer document and continuing for six months after the hotel is open to the public under the incoming hotel employer.

C. If the incoming hotel employer extends an offer of employment to a retention hotel worker, the offer shall be in writing and remain open for at least ten business days. The incoming hotel employer shall retain written verification of that offer for no fewer than three years from the date the offer was made. The verification shall include the name, address, date of hire, and employment occupation classification of each retention hotel worker.

D. An incoming hotel employer shall retain each retention hotel worker hired pursuant to this Section 14.25.140 for no fewer than 90 days following the retention hotel worker's employment commencement date. During this 90-day transition employment period, retention hotel workers shall be employed under the terms and conditions established by the incoming hotel employer, or as required by law.

E. If, within the 90-day transition employment period established in subsection 14.25.140.D, the incoming hotel employer determines that it requires fewer hotel employees than were required by the outgoing hotel employer, the incoming hotel employer shall retain retention hotel workers by seniority within each job classification to the extent that comparable job classifications exist.

F. During the 90-day transition employment period, the incoming hotel employer shall not discharge without just cause a retention hotel worker retained pursuant to this Section 14.25.140.

G. At the end of the 90-day transition employment period, the incoming hotel employer shall provide a written performance evaluation for each hotel worker retained pursuant to this Section 14.25.140. If the retention hotel worker's performance during the 90-day transition employment period is satisfactory, the incoming hotel employer shall consider offering the retention hotel worker continued employment under the terms and conditions established by the incoming hotel employer, or as required by law. The incoming hotel employer shall retain a record of the written performance evaluation for a period of no fewer than three years.

H. The outgoing hotel employer shall post written notice of the change in control at the location of the affected hotel within five business days following the execution of the transfer document. Notice shall be posted in a conspicuous place at the hotel so as to be readily viewed by retention hotel workers, other employees, and applicants for employment. Notice shall include, but not be limited to, the name of the outgoing hotel employer and its contact information, the name of the incoming hotel employer and its contact information, and the effective date of the change in control. Notice shall remain posted during any closure of the hotel and for six months after the hotel is open to the public under the incoming hotel employer.

PART 5

ENFORCING COMPLIANCE WITH THE LAW

14.25.150 Enforcement

A. Exercise of rights protected; retaliation prohibited

1. It shall be a violation for a hotel employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this Chapter 14.25.

2. No person may discharge, reduce any part of the compensation of, or otherwise discriminate against an employee, in response to the enactment of this Chapter 14.25, or in response to the employee asserting rights under this Chapter 14.25. Such adverse actions are deemed to harm the public and the employees irreparably, and hence preliminary equitable relief and reinstatement shall be available to the affected employees in addition to all other relief.

3. It shall be a violation for a hotel employer to take any adverse action against any employee because the employee has exercised in good faith the rights protected under this Chapter 14.25. Such rights include but are not limited to the right to assert any rights guaranteed pursuant to this Chapter 14.25; the right to make inquiries about the rights protected under this Chapter 14.25; the right to inform others about an employer's alleged violation of this Chapter 14.25; the right to cooperate with the City in any investigations of alleged violations of this Chapter 14.25; the right to oppose any policy, practice, or act that is unlawful under this Chapter 14.25; the right to file an oral or written complaint with the City or to bring a civil action for an alleged violation of this Chapter 14.25; the right to testify in a proceeding under or related to this Chapter 14.25; the right to refuse to participate in any activity that would result in a violation of city, state, or federal law; and the right to oppose any policy, practice, or act that is unlawful under this Chapter 14.25.

4. It shall be a violation for a hotel employer to (a) communicate to an employee exercising rights under this Chapter 14.25, directly or indirectly, explicitly or implicitly, its willingness or intent to inform a government employee that the employee is not lawfully in the United States; or (b) report or threaten to report suspected citizenship or immigration status of an employee or a family member of the employee to a federal, state, or local agency because the employee has exercised a right under this Chapter 14.25.

5. There shall be a rebuttable presumption of retaliation if a hotel employer takes an adverse action against an employee within 90 days of the employees exercise of rights protected in this Chapter 14.25. The hotel employer may rebut the presumption with clear and convincing evidence that the action was taken for a permissible purpose and that the employees exercise of rights protected in this Chapter 14.25 was not a motivating factor in the adverse action.

6. When the presumption in subsection 14.25.150.A.5 does not apply, proof of retaliation under this Chapter 14.25 shall be sufficient upon a showing that a hotel employer has taken an adverse action against an employee and the employees exercise of rights protected in this Chapter 14.25

was a motivating factor in the adverse action, unless the hotel employer can prove that the action would have been taken in the absence of such protected activity.

7. The protections under subsections 14.25.150.A.2 and 14.25.150.A.3 apply to any employee who mistakenly but in good faith alleges violations of this Chapter 14.25.

B. Notice, posting, and records

1. Each hotel employer shall give written notification to each current employee and to each new employee at time of hire of the employees rights under this Chapter 14.25. The notification shall be in each language spoken by ten or more employees.

2. Each hotel employer shall maintain for three years, for each employee and former employee, by name, a record showing the following information: (a) for each workweek of employment, the employees regular hourly rate of pay; (b) for each month of full-time employment at a large hotel, the amount of additional wages or salary paid as additional compensation reflective of the cost of medical coverage for low income hotel employees, as required by section 14.25.120; and (c) for each day of employment as a housekeeping employee at a large hotel, the total square feet of guest room floor space cleaned, the number of strenuous room cleanings performed, the number of hours worked, and the employees gross pay for that day. The hotel employer must, upon request, make all such employee and former employee records available in full to any requesting employee and to the Office of Labor Standards for inspection and copying.

C. Private enforcement action

1. Any person claiming injury from a violation of this Chapter 14.25 shall be entitled to bring an action in King County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this Chapter 14.25, and shall be entitled to all remedies available at law or in equity appropriate to remedy any violation of this Chapter 14.25, including but not limited to lost compensation and other damages, reinstatement, declaratory or injunctive relief, prejudgment interest, exemplary damages equal to the amount of wages wrongfully withheld or not paid on the established regular pay day when those wages were due, and to collect civil penalties as described in subsection 14.25.150.E.

2. A person who prevails in any action to enforce this Chapter 14.25 shall be awarded costs, reasonable attorneys fees, and expenses.

3. An order issued by the court may include a requirement for a compliance report to be submitted to the court and to the City by the hotel employer.

D. Powers and duties of the Office of Civil Rights

1. The Office of Civil Rights may investigate charges alleging violations of this Chapter 14.25 and shall have such powers and duties in the performance of these functions as are necessary and proper in the performance of the same and provided for by law.

2. The Division Director of the Office of Labor Standards within the Office for Civil Rights, or the Division Director's designee, is authorized and directed to promulgate rules consistent with this Chapter 14.25, including rules that protect the identity and privacy rights of employees who have made complaints under this Chapter 14.25.

E. Penalties

1. Each workday during which the hotel employer is in violation of this Chapter 14.25 shall be deemed a separate violation for which the hotel employer shall be liable for a penalty, exclusive of any damages which may be recovered by or awarded to any employee, of at least \$100 per day per employee, and not more than \$1,000 per day per employee, in an amount to be determined by the court.

2. Civil penalties shall be distributed as follows: 50 percent to the Office of Labor Standards; 25 percent to the aggrieved employees, distributed according to each employees share of injury by the violations; and 25 percent to the person bringing the case. Penalties paid to the Office of Labor Standards shall be used for the enforcement of labor laws and the education of employers and employees about their rights and responsibilities under the laws governing labor standards, to be continuously appropriated to supplement and not supplant existing funding for those purposes.

PART 6

DEFINITIONS

14.25.160 Definitions

For the purposes of this Chapter 14.25:

Change in control means 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, or a controlling interest (including by consolidation, merger, or reorganization) of the outgoing hotel employer or any person who controls the outgoing hotel employer.

Checkout room means a guest room assigned to be cleaned by an employee due to the departure of the guest assigned to that room.

Compensation means wages, salary, sick pay, vacation pay, holiday pay, bonuses, commissions, allowances, and in-kind compensation for work performed.

Employee and hotel employee means any non-managerial, non-supervisory individual employed by a hotel employer who:

1. In any particular workweek performs at least two hours of work within the geographic boundaries of the City of Seattle for a hotel employer; and

2. Qualifies as an employee entitled to payment of a minimum wage from any employer under the City of Seattle and/or State of Washington minimum wage laws.

Employee and hotel employee include any individual (1) whose place of employment is at one or more hotels and (2) who is employed directly by the hotel employer or by a person who has contracted with the hotel employer to provide services at the hotel. Supervisory and confidential employees as defined under the National Labor Relations Act are not considered employees under this Chapter 14.25.

Employment commencement date means the date on which a hotel employee retained by the incoming hotel employer pursuant to this Chapter 14.25 commences work for the incoming hotel employer in exchange for benefits and compensation under the terms and conditions established by the incoming hotel employer or as required by law.

Federal poverty line means the poverty line for the size of the employees household for the Seattle area as published in the Annual Update by the Department of Health and Human Services of the Poverty Guidelines for the 48 Contiguous States and the District of Columbia in the Federal Register.

Full time means at least 80 hours in a calendar month.

Hotel means a hotel or motel, as defined in Section 23.84A.024, containing 60 or more guest rooms or suites of rooms. "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 employer means any person, including a corporate officer or executive, who directly or indirectly or through an agent or any other person, including through the services of a temporary service or staffing agency or similar entity, employs or exercises control over the wages, hours, or working conditions of any employee and who owns, controls, and/or operates a hotel in Seattle; or a person who employs or exercises control over the wages, hours, or working conditions of any person employed in conjunction with a hotel employer in furtherance of the hotels provision of lodging and other related services for the public.

Incoming hotel employer" means the person that owns, controls, and/or operates a hotel subject to a change in control after the change in control.

Large hotel means a hotel containing 100 or more guest rooms or suites of rooms suitable for providing lodging to members of the public for a fee, regardless of how many of those rooms or suites are occupied or in commercial use at any given time.

Low-wage employee means an employee whose total compensation from the employer is 400 percent or less of the federal poverty line for the size of the employees household.

Outgoing hotel employer" means the person that owns, controls, and/or operates a hotel subject to a change in control prior to the change in control.

Panic button means an emergency contact device carried by an employee by which the employee may summon immediate on-scene assistance from another employee, security guard, or representative of the hotel employer.

Person means an individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, business trust, estate, trust, association, joint venture, agency, instrumentality, or any other legal or commercial entity, whether domestic or foreign.

Policy means an insurance policy available on the Washington Health Benefit Exchange that would provide coverage to the employee and, if the employee has any spouse and dependent children, to the employees spouse and dependent children in addition to the employee.

Stayover room means a guest room assigned to be cleaned by an employee where the guests stay has not yet ended.

Strenuous room cleaning means the cleaning of (1) a checkout room or (2) a stayover room that includes a cot, rollout bed, pet bed or crib.

Transfer document means the purchase agreement or other document(s) creating a binding agreement to effect the change in control.

Retention hotel worker means any employee (1) whose primary place of employment is at a hotel subject to a change in control, (2) who is employed directly by the outgoing hotel employer, or by a person who has contracted with the outgoing hotel employer to provide services at the hotel subject to a change in control, and (3) who has worked for the outgoing hotel employer for at least one month prior to the execution of the transfer document.

Wages or salary means the gross amount of taxable cash earnings paid to an employee by an employer or the employers contractors or subcontractors.

PART 7

MISCELLANEOUS

14.25.170 Waiver

A. The provisions of this Chapter 14.25 may not be waived by agreement between an individual employee and a hotel employer.

B. Any waiver by a party to a collective bargaining relationship involving a hotel employer of any provisions of Sections 14.25.020 through 14.25.060 and the applicable enforcement mechanisms under Section 14.25.150 shall be deemed contrary to public policy and shall be void and unenforceable.

C. Except as provided in Section 14.25.170.B, all of the provisions of this Chapter 14.25, or any part hereof, may be waived in a bona fide written collective bargaining agreement waiving

provisions of this Chapter 14.25, if such a waiver is set forth in clear and unambiguous terms. Unilateral implementation of terms and conditions of employment by either party to a collective bargaining relationship shall not constitute, or be permitted, as a waiver of all or any part of the provisions of this Chapter 14.25.

14.25.180 Severability and exceptions

A. The provisions of this Chapter 14.25 are declared to be separate and severable. If any provision of this Chapter 14.25, or the application thereof to any person or circumstance, is held invalid, that invalidity shall not affect any other provision or application of this Chapter 14.25 that can be given effect without the invalid provision or application; and to this end, the provisions or applications of this Chapter 14.25 are severable.

B. The requirements of this Chapter 14.25 shall not apply where and to the extent that state or federal law or regulations preclude their applicability.

14.25.190 Short title

This Chapter 14.25 is titled the Seattle Hotel Employees Health and Safety Initiative.