



# Protecting Hotel Employees from Injury Ordinance

## Questions and Answers

Seattle’s Protecting Hotel Employees from Injury Ordinance, Seattle Municipal Code (SMC 14.27) limits the room cleaning workloads of employees who clean hotel rooms in large hotels and motels in Seattle.

The **Seattle Office of Labor Standards (OLS)** is responsible for administering this law. OLS provides outreach, compliance assistance, and enforcement services.

If you have a question that this Q&A does not cover, visit the [Office of Labor Standards website](#). You may also call 206-256-5297 or reach us electronically:

- Employees with questions and complaints – submit an [online inquiry form](#).
- Employers with requests for technical assistance – submit an [on-line inquiry form](#).

*The Office of Labor Standards (OLS) created this document to provide an explanation of the law. Note: Information provided by OLS does not constitute legal advice, create an agency decision, or establish an attorney-client relationship with the reader.*

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## General Information

### 1. What does this law do?

This law limits the workloads of employees who clean rooms in Seattle hotels and motels of 100 or more guest rooms to reduce injury rates.

### 2. Where can I access a copy of the law and the rules that apply to this law?

The language of the law can be viewed by clicking [here](#). To view the rules, visit the Office of Labor Standards Hotel Employee Protection webpage and download a copy of the [Seattle Human Rights Rules, Chapter 190](#).

### 3. When does this law go into effect?

This law goes into effect for all covered employers on July 1, 2020.

### 4. Which City department administers this law?

The City of Seattle's Office of Labor Standards (OLS) administers this law. OLS provides a range of services for employees and employers including education and compliance assistance. OLS also investigates potential violations of this law.

### 5. Where do employees call with questions? Can employees remain anonymous?

Employees can call 206-256-5297, email [workers.laborstandards@seattle.gov](mailto:workers.laborstandards@seattle.gov), or submit an [online inquiry](#). Upon request, and to the extent permitted by law, OLS protects the identifying information (e.g. name, job title) of employees who report violations and witnesses who provide information during investigations. OLS will not disclose the person's identifying information during or after the investigation, to the extent permitted by law. OLS may need to release names of employees who are owed payment as a result of an investigation.

### 6. What happens when employees call OLS?

Employees may call OLS with questions or complaints. When employees call OLS, they will be directed to an intake investigator who will provide information about the law or gather information about issues at the workplace. If employees wish to make a complaint, OLS may collect information from additional witnesses and/or request documents from employees. After reviewing information provided by employees, OLS will decide if and how it can help, which may take a variety of forms, including simply providing information to the employer, trying to informally resolve the issue without a full investigation, or conducting a formal investigation. If OLS decides to investigate, and if OLS cannot investigate the employer immediately, it may place the case on a waitlist.

### 7. Does an employee's immigration status impact coverage or application of the law?

No, immigration status does not impact coverage or application of the law. As a matter of policy, the City of Seattle does not ask about the immigration status of anyone using City services. Read [OLS' Commitment to Immigrant and Refugee Communities](#) for more information.

### 8. Can employers call OLS with their questions?

Yes! OLS provides compliance assistance for employers. Employers can call 206-256-5297, send an email to [business.laborstandards@seattle.gov](mailto:business.laborstandards@seattle.gov), or submit an [online inquiry form](#). OLS does **not** share information about the identity of employers with our enforcement team. Phone conversations and email conversations are kept separate from the investigation process.

### 9. What happens when an employer calls OLS with a question?

OLS encourages employers to call or email their questions to our office. Our goal is to help employers attain full compliance with Seattle's labor standards and we will answer many types of labor standards questions. OLS has staff dedicated to business engagement who respond to inquiries and who are not members of the enforcement team. Phone conversations and email exchanges with the business engagement staff are kept separate from the

investigation process.

**10. Does OLS provide language interpretation for its services?**

Yes. If OLS staff do not speak your preferred language, OLS will arrange for an interpreter to help with the conversation. And, OLS’s services are free regardless of whether interpretation services are needed.

**Employees**

**11. Which employees are protected by this law?**

Hourly employees who perform room cleaning at a Seattle hotel or motel of 100 or more guest rooms (referred to as a large hotel or covered hotel in this document) are protected by this law. Hourly employees are those employees who are entitled to Seattle’s Minimum Wage, [Seattle Municipal Code 14.19](#). For more information about employees who are entitled to Seattle’s Minimum Wage, visit the Office of Labor Standard’s [Seattle Minimum Wage webpage](#).

**Employers**

**12. Which employers are covered employers and must follow this law?**

This law applies to employers that own, control, or operate a large hotel in Seattle and to any employer that contracts to provide room cleaning at a large hotel in Seattle.

**Workload Limits**

**13. What are the workload limitations required by the law?**

The law limits the maximum square feet of guest room floor space that an employee can be required to clean during their workday. The limit fluctuates depending on the number of hours the employee works in a workday and the number of strenuous room cleanings the employee performs. In most scenarios and subject to some restrictions, an employer will owe an employee premium pay for the time that the employee cleans above the fixed limit for the workday. For more information on premium pay, please see the section titled Premium Pay.

**a. Work hours**

If an employee’s workday consists of 8 hours or more, the employee’s workload limit is 4500 square feet of guest room floor space. If the employee works fewer hours than 8 hours, the limit is prorated. The prorated amount averages to be approximately 9.375 square feet per minute (562.5 square feet/hour) of work.

**b. Strenuous room cleanings**

An employee’s limit is reduced by 500 square feet for every strenuous room cleaning performed over 9 in a workday. The table below outlines the square feet associated with the number of strenuous room cleanings and the hours spent cleaning guest rooms for workdays consisting of at least 1 hour of cleaning and up to 12 strenuous room cleanings.

		<i>Number of strenuous room cleanings in total room cleanings</i>			
		9 or fewer	10	11	12
<i>Workday Hours</i>	8 or more	4,500	4,000	3,500	3,000
	7	3,937.5	3,437.5	2,937.5	2,437.5
	6	3,375	2,875	2,375	1,875
	5	2,812.5	2,312.5	1,812.5	1,312.5
	4	2,250	1,750	1,250	750
	3	1,687.5	1,187.5	687.5	187.5
	2	1,125	625	125	0

	1	562.5	62.5	0	0
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**14. What does it mean to perform a *room cleaning*?**

An employee cleans a room when the employee performs services/tasks that are required to prepare or maintain the cleanliness of the physical guest room.

**15. Are the following activities considered *room cleaning*?**

**a. Maintenance?**

No. Repairing, replacing, or keeping up appliances, electronics, furniture, doors, windows, carpets, walls, plumbing and other fixtures in the room is not considered room cleaning.

**b. Turn down service?**

No. Preparing already-made beds for sleep (e.g. turning down the corner of linens, placing out slippers) is not considered room cleaning.

**c. Delivering extra towels or inventory?**

No. Delivering inventory like toiletries, towels, extra linens, or mini-bar items is not considered room cleaning.

**d. Inspecting cleaned rooms?**

No. Inspecting a room cleaning that was performed by another employee is not considered room cleaning.

**16. What is a *strenuous room cleaning*?**

A strenuous room cleaning is the cleaning of:

- A check-out room;
- A stayover room that requires the cleaning, removal, or setting up of a cot, rollout bed, hideaway sofa, pet bed, or crib; or
- A stayover room that has not been cleaned for more than 36 hours since first occupied by a guest.

A checkout room is a room that requires cleaning due to the departure of the guest. A stayover room is a room that requires cleaning, but where the guest’s stay has not yet ended.

**17. What is considered a *workday*?**

An employer may choose a fixed and regularly recurring period of 24 hours as the workday. Once the beginning time of an employee’s workday is established, it remains fixed. An employer may change it if the change is intended to be permanent and not designed to evade premium pay or the other requirements of this law. In the absence of a workday established by an employer, the workday defaults to the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m.

**Calculating Workload and Team Cleaning**

**18. How do you calculate the amount of square footage an employee cleans? Does it differ if more than one employee contributes to the cleaning?**

If the employee cleans the room alone, the entire square footage of the guest room floor print is counted against the employee’s maximum total for that workday. If more than one employee contributes to the cleaning of the room (team cleaning), the square footage is divided equally amongst the employees. Subject to a handful of exceptions, an employer must gain the consent of an employee to clean in teams prior to assigning them to a team cleaning. These exceptions are described in the next questions and answers.

**19. Are there limitations that apply when assigning employees to perform *team cleaning*?**

Yes. Unless team cleaning is required by law or for employee safety, an employer may only assign employees to team cleaning if the employee has agreed to do so.

**20. Can an employer ask an employee to agree to clean in a team?**

Yes, but an employer may not imply or indicate that an employee must agree to do so. An employer may develop a reasonable system to seek an employee's agreement to team clean and to track whether an employee has agreed to do so. The employer's system must inform employees how to withdraw their consent and provide information to the employee about whether their agreement to team clean is time limited in any way or indefinite until consent is withdrawn.

Examples of reasonable system may include a consent form distributed at hire, daily requests to employees to be assigned in teams, or an online system that solicits employee's periodic consent.

**21. Can an employee refuse to clean in teams?**

Yes, except when team cleaning is required by law or for employee safety.

**22. If an employee has agreed to clean in teams in the past or has agreed to accept team cleaning assignments, can the employee withdraw their consent to do so?**

Yes. An employee can withdraw their consent to team clean at any time, unless it is a situation required by law or for employee safety. The employer must respect that withdrawal the shorter of seven calendar days later or the employee's next work schedule.

**23. If an employee consents to team cleaning, does an employer have to assign that employee in a team?**

No. An employer maintains its discretion to determine whether team cleaning will be performed and which consenting employees are assigned to work together.

**24. When would team cleaning be *required by law*?**

Employers are permitted to assign team cleaning if needed to meet the requirements of a local, state, or federal law. For example, if an employee's reasonable accommodation for a disability-related need involves team cleaning, an employer's actions must comply with local, state, and federal anti-discrimination laws.

**25. When would team cleaning be *required for employee safety*? Does this include new employee training?**

Employers are permitted to assign team cleaning if it is required to preserve the employee's safety. For example, an employer may assign team cleaning if a room cleaning work task would likely cause injury if performed alone. To the extent that training or performance coaching is required for employee safety, employers may assign team cleaning under these circumstances.

## Premium Pay

**26. May an employer ask an employee to clean more than the limit for that workday?**

Yes, subject to the following conditions:

- Before the employee accepts, the employer must inform the employee of size of the assignment (total square footage) and the time that will be allowed for the assignment;
- The employee must voluntarily agree to clean more than the limit;
- An employer cannot indicate or imply that the employee must agree to the assignment; and
- The employer must pay the employee premium pay.

An employer may, but is not required to, maintain a voluntary opt-in list of employees who have agreed to receive employer requests to perform assignments that exceed the workload limit. Employees who opt to be on this list may

still refuse individual requests and can remove themselves at any time with written notice to the employer. Employees may also request to be added to the list at any time.

**27. May an employee refuse an employer's request to clean more than legal limit?**

Yes. An employee may refuse to clean more than the limit. An employer may not take disciplinary action against the employee for their refusal.

**28. What is the *premium pay* that is owed?**

The employer must pay the employee three times (3x) the employee's normal hourly rate of pay for the time that the employee performs room cleaning in excess of the limit. For example, if an employee's normal hourly rate of pay is \$17/hour, the employee would earn premium pay of \$51/hour.

**29. What is an employee's *normal hourly rate of pay*?**

This is the hourly rate of pay that the employee would have earned during that shift, not including any overtime pay.

**30. Is *premium pay* owed if the employee consents to clean more than the limit?**

Yes. Unless an exception applies, the employee must be paid premium pay for the time that the employee cleans more than the limit. This includes situations where the employee has voluntarily agreed to do so, has accidentally done so, or has been required to do so in violation of the law.

**31. What are the exceptions to paying *premium pay*?**

An employer does not need to pay premium pay if one of the following causes an employee to accidentally exceed the limit that would apply to the number of hours that they worked:

- The employee must leave early because of an unforeseeable emergency;
- The employee must leave early because of an illness;
- The employee must leave early for a reason protected by law; and
- Operation failures due to threats to employees or property, recommendation of a public official, public utility failure, natural disasters, weather events, or any event that would cause an employer to violate a law, rule, or government executive order.

If an employee exceeds the limit because an employer grants an employee's request to leave early for any other reason than the above, the employer must pay the employee for the remainder of their scheduled shift at the employee's normal hourly rate of pay.

**32. Will premium pay always be owed if the employee leaves early?**

No. An employer need only pay premium pay if the employee has exceeded the workload limit for the number of hours that they have worked.

For example: An employer assigns an employee to clean 4,500 square feet of guest rooms for a shift of 8 hours. The employee cleans at a rate of 500 square feet/hour. The employee leaves early after completing the fifth hour of their shift, having cleaned only 2500 square feet. No premium pay would be owed if the employee goes home early because they have not cleaned more than the workload limit for a shift of 5 hours (2,500 square feet).

On the other hand, if that same employee cleaned at a rate of 700 square feet an hour, the employee would be owed premium pay for the time they cleaned above the workload for a shift of 5 hours (unless an exception applied). In this scenario, the employee would reach the limit for a 5-hour shift at approximately 4 hours into the shift. So, the employee would be owed premium pay for approximately one hour of work (which is the time that they exceeded the workload limit for a shift of 5 hours).

## Notice, Posting, and Recordkeeping Requirements

### 33. What is the notice and posting requirement of this law?

Employers must display the Notice of Rights for Hotel Employees poster that OLS will make available for electronic download on its website. This poster contains the information that hotel employers must post to comply with the notice and posting requirements of all four hotel employee protection laws (Seattle Municipal Codes 14.26-14.29).

Employers must display the poster at any workplace or job site their employees work, in a visible and accessible location. Employers must display the poster in English and in the primary languages of employees at that workplace. Employers must make a good-faith effort to determine the primary languages of employees to post posters in the correct languages.

Three other hotel employee protection laws (SMCs 14.26, 14.28, and 14.29) cover employers called “ancillary hotel businesses.” A separate Notice of Rights for Employees of Ancillary Hotel Businesses is also available for electronic downloading on the OLS website.

### 34. Where can employers get this poster?

This poster is available electronically on the [OLS website](#). OLS creates and updates these posters and will make them available for electronic downloading in English and other languages. Currently, OLS is unable to make printed versions available.

### 36. What if OLS does not have the poster(s) in a specific language?

To assist with employer compliance with the language requirements of the ordinance, OLS intends to translate posters in several languages. Employers are not required to provide these notices in languages other than English until OLS makes the necessary translation available. Employers are encouraged to notify OLS of the need for additional translations.

### 35. What records must an employer keep?

Employers must keep records that show compliance with the ordinance. These records must be kept for three years. At a minimum, these include:

- The total square footage that each employee cleans each workday
- The total number of strenuous room cleanings performed by each employee each workday
- The number of hours worked by each employee that workday
- The number of hours the employee performed room cleanings that workday, including the amount of time the employee performed room cleaning in excess of the workload limit
- Each employee’s gross pay for that workday
- Documentation demonstrating any exceptions to premium pay requirements
- Records documenting an employee’s consent to team clean and any subsequent withdrawal of consent

## Prohibition on Retaliation

### 36. Does the law prohibit retaliation?

Yes. Retaliation is illegal. Employers are prohibited from taking an adverse action against employees who assert or exercise their rights in good faith.

These rights include (but are not limited to):

- Asking questions about the law or the rights given by the law

- Refusing to clean more than the workload limit allowed by the law
- Talking to their supervisor about perceived or actual mistakes about premium pay or team cleaning
- Informing someone about potential or actual violations of the law
- Filing a complaint with the Office of Labor Standards or participating in an investigation about potential or actual violations of the law
- Talking to the Office of Labor Standards or coworkers about the rights granted by this law
- Informing other employees about their rights

An employee is still protected from retaliation even if they are mistaken about the right they are afforded by the law. For instance, an employee’s act of telling an employer that they are owed premium pay is protected, even if the employee is mistaken about being owed premium pay. In this situation, an employer may not take adverse action against the employee for this assertion of their rights.

**37. What is considered an *adverse action*?**

An adverse action is some action that negatively impacts any aspect of employment, including pay, work hours, responsibilities, or other material change in the terms or condition of employment.

Some examples of adverse actions include: denying a job or promotion, demoting, terminating, failing to rehire after a seasonal interruption of work, threatening, penalizing, engaging in unfair immigration-related practice, filing of a false report with a government agency, changing employment status, or unlawfully discriminating against an employee.

## Waivers

**38. Can an individual employee waive their rights to the protections of this law?**

No. Individual employees cannot waive their rights under this law.

**39. Can employees who are a party to a collective bargaining agreement waive the protections of this law?**

Employees covered by a bona fide collective bargaining agreement may waive the protections of this law if the waiver is express, clear, and unambiguous and if the ratified agreement contains alternative safeguards that meet the goals of this law.