



## Seattle Hotel Employees Health & Safety Initiative ♦ SMC 14.25

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In November 2016, Seattle voters approved Initiative 124 which established the Hotel Employees Health and Safety Initiative as a new labor standards ordinance. Effective November 30, 2016, the ordinance provides protections for the health and safety of hotel employees working in Seattle. The ordinance has seven sections summarized below:

- Protecting hotel employees from violent assault and sexual harassment
- Protecting hotel employees from injury
- Improving access to medical care for low income hotel employees
- Preventing disruptions in the hotel industry
- Enforcement
- Definitions
- Waiver

### Long Summary

#### **I. Protecting hotel employees from violent assault and sexual harassment**

*The intent of this section is 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.*

##### **A. Panic buttons**

1. A hotel employer must provide employees working alone in a guest room with a “panic button” free of charge. The employee may use the panic button, and cease work, if the employee reasonably believes there is an on-going crime, harassment or other emergency happening in employee’s presence.

##### **B. Protection from violent or harassing hotel guests**

1. A hotel employer record the accusations in receives that a guest has committed an act of violence or sexual harassment toward an employee and must compile and maintain a list all guests accused for a period of five years from the date of the first accusation, during which time it shall retain written documents related to the accusation(s).
2. A hotel employer must decline service for three years to any guest on the list who is accused of assault, sexual assault or harassment when the accusation is supported by a statement made under penalty of perjury or other evidence.
3. A hotel employer must notify an employee assigned to work alone in guest rooms, prior to starting work, of any guest on the list who is staying at the hotel, and warn them to exercise caution when entering that guest’s room.

### **C. Notice of employee protections**

1. A hotel employer must post notice on the back of each guest room door with the heading, "The Law Protects Hotel Housekeepers and Other Employees from Violent Assault and Sexual Harassment (SMC 14.25)."
2. The notice must be printed in no less than size 18 font and state that panic buttons are provided to hotel employees assigned to work alone in guestrooms, including housekeepers, room servers and other employees.

### **D. Protections for employees who report assault or sexual harassment**

1. A hotel employee who informs an employer of an act of violence by a guest shall have the following rights:
  - a. Upon request, transfer to a different floor or work area for duration of the guest's stay at the hotel.
  - b. Receive paid time to contact the police, provide a police statement and contact counselor or advisor of the employee's choosing.
  - c. With employee's consent, the employer must report the incident to the police and cooperate with the investigation.

## **II. Protecting hotel employees from injury**

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*The intent of this section is to protect hotel employees from on-the-job injury. Hotel employees suffer from an unacceptably high rate of on-the-job injuries from heavy lifting, repetitive tasks, and chemical exposure and are 40% more likely to be injured on the job than all other service sector workers.*

### **A. Reasonable practices to protect the safety of hotel employees**

1. Hotel employers must provide and use safety devices, safeguards, and work practices to make their workplace safe.

### **B. Protection from chemical exposure**

1. Hotel employers must control chemical agents to reduce hazards to employees.
2. Notice of employment information – at time of an employee's initial job assignment, employer must provide employees with information about hazardous chemicals and update information whenever a new physical or health hazard related chemical exposure is introduced in work areas.

### **C. Restrictions on work for employees at large hotels (100 or more guest rooms or suites of rooms)**

1. A housekeeping employee shall not be required to clean more than 5,000 square feet of floor space in an eight-hour workday.
2. For 10 or more strenuous room cleanings in an eight-hour workday, the max floor space shall be reduced by 500 square feet for the 10<sup>th</sup> strenuous room and for each subsequent strenuous room clean.
3. For cleaning guest rooms for less than eight-hour workday, the above restrictions are prorated based on actual number of hours worked cleaning guest rooms.

4. Additional Compensation - If an employee performs excess cleaning (over and above square footage allowed above), the employer must pay 1.5x the employee's regular rate of pay for all time worked cleaning guest rooms during that day.

### **III. Improving access to medical care for low income hotel employees**

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*The intent of this section is to improve access to affordable family medical care for hotel employees. In Washington's 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/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 families. Additional compensation reflecting hotel employees' anticipated family medical costs is necessary to improve access to medical care for low income hotel employees.*

#### **A. Additional compensation for cost of medical coverage to low-income hotel employees at **large hotels** (100 or more guest rooms or suites of rooms)**

1. Payment by 15<sup>th</sup> day of each month for each low-wage, full-time employee
  - a. Additional compensation that is equal to \$200, adjusted annually for inflation,  
**OR**
  - b. Difference between the monthly premium for lowest cost, gold-level policy on WA Health Benefit Exchange; and 7.5% of the amount by which the employee's compensation for the previous calendar month (not including the additional wage or salary required above) exceeds 100% of the federal poverty line.
2. Additional compensation is not required for employee who receives
  - a. Employer-provided health and hospitalization coverage at gold-level or higher that is at a premium or contribution cost to employee of not more than 5% of the employee's gross taxable earnings paid by hotel employer or its contractors or subcontractors.
3. Additional requirements apply to households with multiple employees covered by this ordinance or an employee employed by multiple hotel employers.

## IV. Preventing disruptions in the hotel industry

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*This section 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 workers may find themselves terminated solely because a multi-national corporation has decided to sell the hotel at which they work.*

### A. Worker Retention

1. **Employee list** - Within 15 days after a hotel undergoes a change in control (i.e. after the execution of the transfer document), the outgoing hotel must provide a list to the incoming hotel with the name, address, date of hire, and employment classification of each retention hotel worker.
2. **Preferential hiring** – For six months following the change of control, the incoming hotel must first hire employees from the list.
3. **Hiring regulations** – Offers of work shall be in writing and remain open for 10 business days.
4. **90-day transition period** – An incoming hotel must retain each hotel worker hired from list for 90 days. Workers shall only be fired for just cause. If fewer workers are required, then workers on list shall be retained by seniority within each job classification.
5. **Written performance evaluation** – At the end of the 90-day transition period, an incoming hotel must provide a written performance evaluation for each hotel worker retained. If the retention hotel worker’s performance during the 90-day transition employment period is satisfactory, the incoming hotel employer must consider offering the retention hotel worker continued employment under the terms and conditions established by the incoming hotel employer, or as required by law.
6. **Post notice of change in control** – An outgoing hotel must post written notice of change in control at location of affected hotel within five business days following change in control. The notice must include:
  - a. The name of the outgoing hotel employer and contact information; the name of incoming hotel and contact information; the effective date of change in control.
  - b. The notice must be posted in conspicuous place accessible for hotel employees, other employees and job applicants.
  - c. The notice must remain posted during any closure of the hotel and for six months after hotel is open to public under incoming hotel.

## V. Enforcement

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- A. Protections against retaliation** - It is 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 law.
- B. Notice, posting, and records**
- 1. Written notice with language requirement** – A hotel employer must provide written notice to each current and new employee at time of hire of the employee rights under this ordinance. Notice must be in each language spoken by 10 or more employees.
  - 2. Record keeping for three years** – A hotel employer must maintain records for each employee by name showing:
    - a. For each workweek, the employee’s regular hourly rate of pay;
    - b. For each month for low-income employees at large hotels, the amount of additional wages or salary paid as additional compensation for cost of medical coverage; and
    - c. For each day of employment as a housekeeping employee at large hotel, the total square feet of guest room floor space cleaned, the number of strenuous rooms cleaned, the number of hours worked, and the employee’s gross pay for that day.
    - d. Upon request, the employer must make records available to employee and to OLS for inspection and copying.
- C. Private enforcement action**
- 1. Ability to file law suit** – Any person claiming injury from a violation of this ordinance is entitled to sue in King County Superior Court or other court of competent jurisdiction.
  - 2. Remedies** – Remedies include legal and equitable relief to remedy violations of the ordinance, 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 payday when due, and civil penalties.
  - 3. Attorney fees and costs** – Awarded to the prevailing party in action to enforce this ordinance.
  - 4. Compliance report** – The Court may require a hotel employer to submit a compliance report to the Court and the City.
- D. Office for Civil Rights/ Office of Labor Standards**
- 1. Investigations** – OLS may investigate allegations of violations.
  - 2. Rules** – OLS has authority to issue rules for implementation of the ordinance, including rules that protect the identity and privacy rights of complainants.
- E. Penalties**
- 1. Per Day Penalty** – Each workday the hotel employer is in violation is deemed a separate violation with a \$100 to \$1,000 penalty per day per employee (exclusive of any damages that may be recovered and awarded), **as determined by court.**

2. **Distribution** – 50% to OLS; 25% to aggrieved employees (distributed according to each employee’s share of injury); and 25% to person bringing the case.
3. **OLS penalties** – Penalties paid to OLS shall be used for the enforcement of labor standards, and employee & employer education.

## **VI. Definitions**

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### **A. Employee**

1. Hourly employee, non-managerial, non-supervisory employed by a hotel employer.
2. Works at least two hours in a workweek in Seattle for a hotel employer.
3. Employed directly by a hotel employer or by a person who has contracted with the hotel employer.

**B. Hotel = 60+ guest rooms or suites of rooms** and includes any contracted premises connected to or operated in conjunction with building’s purpose or providing services at building.

**C. Large hotel employer = 100+ guest rooms or suites of rooms.**

**D. Low wage employee** = Employee whose total compensation from the employer is 400% or less of the federal poverty line for the size of the employee’s household.

**E. Strenuous room cleaning** = Cleaning of check-out room or stayover room that includes a cot, rollout bed, pet bed, or crib.

## **VII. Waiver**

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### **A. No individual Waiver**

### **B. Employees covered by collective bargaining agreement**

1. No waiver of sections re: Protecting hotel employees from violent assault and sexual harassment and applicable enforcement mechanisms under SMC 14.25.150.
2. Waiver for other provisions in a bona fide CBA, if such waiver is in clear and unambiguous terms.