



SEATTLE CITY COUNCIL

Legislative Summary

CB 119654

Record No.: CB 119654

Type: Ordinance (Ord)

Status: Passed

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In Control: City Clerk

File Created: 09/12/2019

Final Action: 10/04/2019

Title: AN ORDINANCE relating to hotel employees' health and safety; repealing Chapter 14.25 of the Seattle Municipal Code; and amending Section 3.15.000 of the Seattle Municipal Code.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Mosqueda

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments:

Drafter: patrick.wigren@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

Yes

No

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---------------|--|------------|-----------------|---|-----------|-----------------|---------|
| 1 | City Clerk | 09/12/2019 | sent for review | Council President's Office | | | |
| | Action Text: The Council Bill (CB) was sent for review. to the Council President's Office | | | | | | |
| 1 | Council President's Office | 09/13/2019 | sent for review | Housing, Health, Energy, and Workers' Rights Committee | | | |
| | Action Text: The Council Bill (CB) was sent for review. to the Housing, Health, Energy, and Workers' Rights Committee | | | | | | |
| 1 | City Council | 09/16/2019 | referred | Housing, Health, Energy, and Workers' Rights Committee | | | |
| 1 | Housing, Health, Energy, and Workers' Rights Committee | 09/19/2019 | pass | | | | Pass |
| | Action Text: The Committee recommends that City Council pass the Council Bill (CB). | | | | | | |

In Favor: 2 Chair Mosqueda, Member Bagshaw
Opposed: 0

1 City Council 09/23/2019 passed Pass

Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:

Notes:

Councilmember Herbold left the Council Chamber at 5:25 p.m.

In Favor: 7 Councilmember Bagshaw, Councilmember González , Council
President Harrell, Councilmember Juarez, Councilmember Mosqueda,
Councilmember O'Brien, Councilmember Pacheco

Opposed: 0

Absent(NV): 2 Councilmember Herbold, Councilmember Sawant

1 City Clerk 09/27/2019 submitted for Mayor
Mayor's signature

1 Mayor 10/04/2019 Signed
Action Text: The Council Bill (CB) was Signed.

1 Mayor 10/04/2019 returned City Clerk
Action Text: The Council Bill (CB) was returned. to the City Clerk

1 City Clerk 10/04/2019 attested by City Clerk
Action Text: The Ordinance (Ord) was attested by City Clerk.

CITY OF SEATTLE

ORDINANCE 125939

COUNCIL BILL 119654

AN ORDINANCE relating to hotel employees' health and safety; repealing Chapter 14.25 of the Seattle Municipal Code; and amending Section 3.15.000 of the Seattle Municipal Code.

WHEREAS, the City has identified a need to provide immediate protection to hotel employees by passing a package of new labor standards ordinances that add new Chapters 14.26, 14.27, 14.28, and 14.29 to the Seattle Municipal Code (SMC); and

WHEREAS, repeal of Chapter 14.25 is necessary to give full effect to Chapters 14.26, 14.27, 14.28, and 14.29; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Chapter 14.25 of the Seattle Municipal Code, enacted by Initiative 124, is repealed:

~~**((CHAPTER 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.~~

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

14 ~~**PART 1 PROTECTING HOTEL EMPLOYEES FROM VIOLENT ASSAULT AND**~~
15 ~~**SEXUAL HARASSMENT**~~

16 ~~**14.25.020 Intent**~~

17 It is the intent of Part 1 of this measure to protect hotel employees from violent assault, including
18 sexual assault, and sexual harassment and to enable employees to speak out when they
19 experience harassment or assault on the job. Hotel employees are often asked to work alone in
20 hotel rooms, which sometimes may be occupied, placing them at risk of violent assault,
21 including sexual assault, and sexual harassment.

22 ~~**14.25.030 Providing panic buttons to hotel employees providing in-room services**~~

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

7 ~~**14.25.040 Protecting hotel employees from violent or harassing hotel guests**~~

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

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

21 ~~C. The hotel employer must notify any hotel employee assigned to work in guest rooms~~
22 ~~without other employees present, prior to starting their scheduled work, of any guest on the list~~
23 ~~established by subsection 14.25.040.A who is staying at the hotel, identify the room assigned to~~

1 ~~the guest, and warn the employees to exercise caution when entering that room during the time~~
2 ~~the guest is staying in the hotel.~~

3 **~~14.25.050 Detering assaults by notifying guests of employee protections~~**

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

10 **~~14.25.060 Protecting employees who report assault or sexual harassment~~**

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

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

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

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

1 **PART 2 PROTECTING HOTEL EMPLOYEES FROM INJURY**

2 **14.25.070 Intent**

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

8 **14.25.080 Hotel employers must adopt reasonable practices to protect the safety of hotel**
9 **employees**

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

12 **14.25.090 Hotel employers must protect their employees from chemical hazards**

13 Hotel employers must:

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

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

16 and

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

20 **14.25.100 Hotel employers must protect hotel housekeepers from injuries**

21 A. Significant injuries to hotel housekeepers result from the repetitive and strenuous tasks
22 that must be performed in each guest room, including lifting requirements that can substantially
23 exceed federal occupational safety standards. Hotel housekeepers face the highest injury rate of

1 ~~all hotel occupations. Risk of injury is increased when hotel housekeepers must clean more than~~
2 ~~5,000 square feet of guest rooms in an eight hour workday, and further increases when~~
3 ~~housekeepers are required to perform more than ten strenuous guest room cleanings during the~~
4 ~~day or to clean guest rooms at an unsafe speed. Workplace interventions have been found to~~
5 ~~significantly reduce injury rates for hotel housekeepers.~~

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

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

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

17 ~~**PART 3 IMPROVING ACCESS TO MEDICAL CARE FOR LOW INCOME HOTEL**~~
18 ~~**EMPLOYEES**~~

19 ~~**14.25.110 Intent**~~

20 ~~It is the intent of Part 3 to improve access to affordable family medical care for hotel employees.~~
21 ~~In Washington's economy, hospitality industry employers are the least likely to offer health~~
22 ~~insurance to employees and their contributions are second to lowest. The average monthly cost to~~
23 ~~a hotel employee for family medical coverage through an employer offered plan exceeds \$500~~

1 ~~per month, forcing nearly half of eligible employees to decline such plans. Access to affordable~~
2 ~~medical care is critical for hotel employees to care for themselves and their families. Additional~~
3 ~~compensation reflecting hotel employees' anticipated family medical costs is necessary to~~
4 ~~improve access to medical care for low income hotel employees.~~

5 **~~14.25.120 Large hotel employers must provide additional compensation reflective of the~~**
6 **~~cost of medical coverage to low income hotel employees~~**

7 ~~A. A large hotel employer shall pay, by no later than the 15th day of each calendar~~
8 ~~month, each of its low wage employees who work full time at a large hotel additional wages or~~
9 ~~salary in an amount equal to the greater of \$200, adjusted annually for inflation, or the difference~~
10 ~~between (1) the monthly premium for the lowest cost, gold level policy available on the~~
11 ~~Washington Health Benefit Exchange and (2) 7.5 percent of the amount by which the employee's~~
12 ~~compensation for the previous calendar month, not including the additional wage or salary~~
13 ~~required by this Section 14.25.120, exceeds 100 percent of the federal poverty line. The~~
14 ~~additional wages or salary required under this Section 14.25.120 are in addition to and will not~~
15 ~~be considered as wages paid for purposes of determining compliance with the hourly minimum~~
16 ~~wage and hourly minimum compensation requirements set forth in Sections 14.19.030 through~~
17 ~~14.19.050.~~

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

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

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

13 **~~PART 4 PREVENTING DISRUPTIONS IN THE HOTEL INDUSTRY~~**

14 **~~14.25.130 Intent~~**

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

20 **~~14.25.140 Worker retention~~**

21 ~~A. When a hotel undergoes a change in control, the outgoing hotel employer shall, within~~
22 ~~15 days after the execution of a transfer document, provide to the incoming hotel employer the~~

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

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

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

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

18 E. ~~If, within the 90-day transition employment period established in subsection~~
19 ~~14.25.140.D, the incoming hotel employer determines that it requires fewer hotel employees than~~
20 ~~were required by the outgoing hotel employer, the incoming hotel employer shall retain retention~~
21 ~~hotel workers by seniority within each job classification to the extent that comparable job~~
22 ~~classifications exist.~~

1 ~~F. During the 90-day transition employment period, the incoming hotel employer shall~~
2 ~~not discharge without just cause a retention hotel worker retained pursuant to this Section~~
3 ~~14.25.140.~~

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

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

19 ~~**PART 5 ENFORCING COMPLIANCE WITH THE LAW**~~

20 ~~**14.25.150 Enforcement**~~

21 ~~A. Exercise of rights protected; retaliation prohibited~~

1 1. ~~It shall be a violation for a hotel employer or any other person to interfere with,~~
2 ~~restrain, or deny the exercise of, or the attempt to exercise, any right protected under this Chapter~~
3 ~~14.25.~~

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

9 3. ~~It shall be a violation for a hotel employer to take any adverse action against~~
10 ~~any employee because the employee has exercised in good faith the rights protected under this~~
11 ~~Chapter 14.25. Such rights include but are not limited to the right to assert any rights guaranteed~~
12 ~~pursuant to this Chapter 14.25; the right to make inquiries about the rights protected under this~~
13 ~~Chapter 14.25; the right to inform others about an employer's alleged violation of this Chapter~~
14 ~~14.25; the right to cooperate with the City in any investigations of alleged violations of this~~
15 ~~Chapter 14.25; the right to oppose any policy, practice, or act that is unlawful under this Chapter~~
16 ~~14.25; the right to file an oral or written complaint with the City or to bring a civil action for an~~
17 ~~alleged violation of this Chapter 14.25; the right to testify in a proceeding under or related to this~~
18 ~~Chapter 14.25; the right to refuse to participate in any activity that would result in a violation of~~
19 ~~city, state, or federal law; and the right to oppose any policy, practice, or act that is unlawful~~
20 ~~under this Chapter 14.25.~~

21 4. ~~It shall be a violation for a hotel employer to (a) communicate to an employee~~
22 ~~exercising rights under this Chapter 14.25, directly or indirectly, explicitly or implicitly, its~~
23 ~~willingness or intent to inform a government employee that the employee is not lawfully in the~~

1 ~~United States; or (b) report or threaten to report suspected citizenship or immigration status of an~~
2 ~~employee or a family member of the employee to a federal, state, or local agency because the~~
3 ~~employee has exercised a right under this Chapter 14.25.~~

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

10 ~~6. When the presumption in subsection 14.25.150.A.5 does not apply, proof of~~
11 ~~retaliation under this Chapter 14.25 shall be sufficient upon a showing that a hotel employer has~~
12 ~~taken an adverse action against an employee and the employee's exercise of rights protected in~~
13 ~~this Chapter 14.25 was a motivating factor in the adverse action, unless the hotel employer can~~
14 ~~prove that the action would have been taken in the absence of such protected activity.~~

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

17 ~~B. Notice, posting, and records~~

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

21 ~~2. Each hotel employer shall maintain for three years, for each employee and~~
22 ~~former employee, by name, a record showing the following information: (a) for each workweek~~
23 ~~of employment, the employee's regular hourly rate of pay; (b) for each month of full-time~~

1 ~~employment at a large hotel, the amount of additional wages or salary paid as additional~~
2 ~~compensation reflective of the cost of medical coverage for low income hotel employees, as~~
3 ~~required by section 14.25.120; and (c) for each day of employment as a housekeeping employee~~
4 ~~at a large hotel, the total square feet of guest room floor space cleaned, the number of strenuous~~
5 ~~room cleanings performed, the number of hours worked, and the employee's gross pay for that~~
6 ~~day. The hotel employer must, upon request, make all such employee and former employee~~
7 ~~records available in full to any requesting employee and to the Office of Labor Standards for~~
8 ~~inspection and copying.~~

9 ~~C. Private enforcement action~~

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

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

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

22 ~~D. Powers and duties of the Office of Civil Rights~~

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

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

8 E. Penalties

9 1. ~~Each workday during which the hotel employer is in violation of this Chapter~~
10 ~~14.25 shall be deemed a separate violation for which the hotel employer shall be liable for a~~
11 ~~penalty, exclusive of any damages which may be recovered by or awarded to any employee, of at~~
12 ~~least \$100 per day per employee, and not more than \$1,000 per day per employee, in an amount~~
13 ~~to be determined by the court.~~

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

21 **PART 6 DEFINITIONS**

22 **14.25.160 Definitions**

23 For the purposes of this Chapter 14.25:

1 ~~"Change in control" means any sale, assignment, transfer, contribution, or other~~
2 ~~disposition of all or substantially all of the assets used in the operation of a hotel or a discrete~~
3 ~~portion of the hotel that continues in operation as a hotel, or a controlling interest (including by~~
4 ~~consolidation, merger, or reorganization) of the outgoing hotel employer or any person who~~
5 ~~controls the outgoing hotel employer.~~

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

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

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

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

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

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

21 ~~"Employment commencement date" means the date on which a hotel employee retained~~
22 ~~by the incoming hotel employer pursuant to this Chapter 14.25 commences work for the~~

1 ~~incoming hotel employer in exchange for benefits and compensation under the terms and~~
2 ~~conditions established by the incoming hotel employer or as required by law.~~

3 ~~"Federal poverty line" means the poverty line for the size of the employee's household for~~
4 ~~the Seattle area as published in the Annual Update by the Department of Health and Human~~
5 ~~Services of the Poverty Guidelines for the 48 Contiguous States and the District of Columbia in~~
6 ~~the Federal Register.~~

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

8 ~~"Hotel" means a hotel or motel, as defined in Section 23.84A.024, containing 60 or more~~
9 ~~guest rooms or suites of rooms. "Hotel" also includes any contracted, leased, or sublet premises~~
10 ~~connected to or operated in conjunction with the building's purpose, or providing services at the~~
11 ~~building.~~

12 ~~"Hotel employer" means any person, including a corporate officer or executive, who~~
13 ~~directly or indirectly or through an agent or any other person, including through the services of a~~
14 ~~temporary service or staffing agency or similar entity, employs or exercises control over the~~
15 ~~wages, hours, or working conditions of any employee and who owns, controls, and/or operates a~~
16 ~~hotel in Seattle; or a person who employs or exercises control over the wages, hours, or working~~
17 ~~conditions of any person employed in conjunction with a hotel employer in furtherance of the~~
18 ~~hotel's provision of lodging and other related services for the public.~~

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

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

1 ~~"Low-wage employee" means an employee whose total compensation from the employer~~
2 ~~is 400 percent or less of the federal poverty line for the size of the employee's household.~~

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

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

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

12 ~~"Policy" means an insurance policy available on the Washington Health Benefit~~
13 ~~Exchange that would provide coverage to the employee and, if the employee has any spouse and~~
14 ~~dependent children, to the employee's spouse and dependent children in addition to the~~
15 ~~employee.~~

16 ~~"Stayover room" means a guest room assigned to be cleaned by an employee where the~~
17 ~~guest's stay has not yet ended.~~

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

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

22 ~~"Retention hotel worker" means any employee (1) whose primary place of employment is~~
23 ~~at a hotel subject to a change in control, (2) who is employed directly by the outgoing hotel~~

1 ~~employer, or by a person who has contracted with the outgoing hotel employer to provide~~
2 ~~services at the hotel subject to a change in control, and (3) who has worked for the outgoing~~
3 ~~hotel employer for at least one month prior to the execution of the transfer document.~~

4 ~~"Wages or salary" means the gross amount of taxable cash earnings paid to an employee~~
5 ~~by an employer or the employer's contractors or subcontractors.~~

6 **PART 7 MISCELLANEOUS**

7 **~~14.25.170 Waiver~~**

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

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

14 ~~C. Except as provided in Section 14.25.170.B, all of the provisions of this Chapter 14.25,~~
15 ~~or any part hereof, may be waived in a bona fide written collective bargaining agreement~~
16 ~~waiving provisions of this Chapter 14.25, if such a waiver is set forth in clear and unambiguous~~
17 ~~terms. Unilateral implementation of terms and conditions of employment by either party to a~~
18 ~~collective bargaining relationship shall not constitute, or be permitted, as a waiver of all or any~~
19 ~~part of the provisions of this Chapter 14.25.~~

20 **~~14.25.180 Severability and exceptions~~**

21 ~~A. The provisions of this Chapter 14.25 are declared to be separate and severable. If any~~
22 ~~provision of this Chapter 14.25, or the application thereof to any person or circumstance, is held~~
23 ~~invalid, that invalidity shall not affect any other provision or application of this Chapter 14.25~~

1 ~~that can be given effect without the invalid provision or application; and to this end, the~~
2 ~~provisions or applications of this Chapter 14.25 are severable.~~

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

5 **14.25.190 Short title**

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

7 Section 2. Section 3.15.000 of the Seattle Municipal Code, last amended by Ordinance
8 125684, is amended as follows:

9 **3.15.000 Office of Labor Standards created – Functions**

10 There is created within the Executive Department an Office of Labor Standards, under the
11 direction of the Mayor. The mission of the Office of Labor Standards is to advance labor
12 standards through thoughtful community and business engagement, strategic enforcement and
13 innovative policy development, with a commitment to race and social justice. The Office of
14 Labor Standards seeks to promote greater economic opportunity and further the health, safety,
15 and welfare of employees; support employers in their implementation of labor standards
16 requirements; and end barriers to workplace equity for women, communities of color,
17 immigrants and refugees, and other vulnerable workers.

18 The functions of the Office of Labor Standards are as follows:

19 A. Promoting labor standards through outreach, education, technical assistance, and
20 training for employees and employers;

21 B. Collecting and analyzing data on labor standards enforcement;

22 C. Partnering with community, businesses, and workers for stakeholder input and
23 collaboration;

1 D. Developing innovative labor standards policy;

2 E. Administering and enforcing City of Seattle ordinances relating to minimum wage and
3 minimum compensation (Chapter 14.19), paid sick and safe time (Chapter 14.16), use of
4 criminal history in employment decisions (Chapter 14.17), wage and tip compensation
5 requirements (Chapter 14.20), secure scheduling (Chapter 14.22), commuter benefits (Chapter
6 14.30), and other labor standards ordinances (~~(the City)~~) that may be enacted in the future.

7 Section 3. If any section or subsection of the Seattle Municipal Code affected by this
8 ordinance is amended by ordinance without reference to amendments made by this ordinance,
9 each ordinance shall be given effect to the extent that the amendments do not conflict in purpose,
10 and the code reviser may publish the section or subsection in the official code with all
11 amendments incorporated therein.

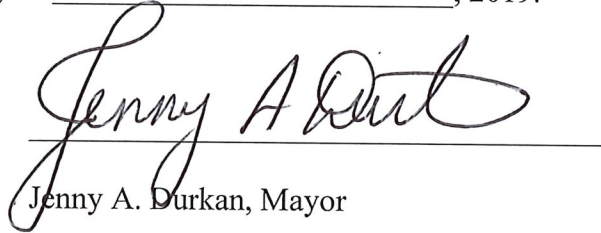
1 Section 4. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 23rd day of September, 2019,
5 and signed by me in open session in authentication of its passage this 23rd day of
6 September, 2019.

7 

8 President _____ of the City Council

9 Approved by me this 4th day of October, 2019.

10 
11 Jenny A. Durkan, Mayor

12 Filed by me this 4th day of OCTOBER, 2019.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)