

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The city attorney has prepared the following title and summary of the chief purpose and points of the proposed measure:

[INSERT OFFICIAL PETITION TITLE PREPARED BY CITY ATTORNEY HERE]

[Insert Official Petition Summary Prepared By City Attorney Here]

TEXT OF THE PROPOSED MEASURE:

The People of the City of Anaheim do ordain as follows:

Section 1: A new Chapter 6.100 is added to Title 6 of the Anaheim Municipal Code, as follows:

Title 6—PUBLIC HEALTH AND SAFETY

**Chapter 6.100—HOTEL AND EVENT CENTER WORKER PROTECTION,
RETENTION, AND MINIMUM WAGE**

6.100.010. PURPOSE.

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

Hotel workers who clean guest rooms are also sometimes assigned overly burdensome room cleaning quotas, and may be disciplined for failing to meet these quotas. Overly burdensome room cleaning quotas undermine the public interest in ensuring that hotel room cleaners are able to perform their work in a manner that adequately protects public health and are treated with respect and dignity. This chapter includes provisions to assure that workers receive fair compensation through a wage premium when their workload assignments exceed defined limits. Ensuring that hotel workers receive fair compensation for their work assignments will promote the public interest and enable hotel workers to receive fair pay for honest work.

Currently, hotel workers are commonly assigned unexpected and mandatory overtime, which limits hotel workers' ability to meet family and personal commitments and interferes with their ability to schedule in advance for those commitments. This chapter prohibits hotel employers, absent an emergency, from assigning a worker mandatory overtime work when the worker's shift exceeds ten (10) hours in a day unless the worker has provided informed consent.

.020 Often, when corporate ownership or management of a hotel or event center changes, the new operator closes the hotel or event center for renovations and reopens with a new workforce; very

few, if any, of the hotel's or event center's former workers are retained, and hundreds of workers are displaced. A transitional retention period upon change of ownership, control, or operation ensures employment stabilization for a segment of the community. It also alleviates the demands for social services provided by the City and other local governments due to any worker displacement and resulting unemployment. Through this ordinance, the City seeks to maintain the welfare and stability of the Anaheim hotel and event center workforce.

.030 Wages paid to workers at hotels and event centers are often economically restrictive and can prevent hotel and event center workers from exercising purchasing power at local businesses, which takes a toll on the local economy. Moreover, these workers, who often live paycheck to paycheck, are frequently forced to work two or three jobs to provide food and shelter for their families. They also rely on the public sector as a provider of social support services and, therefore, the City has an interest in promoting an employment environment that protects government resources. In requiring the payment of a higher minimum wage, this chapter benefits that interest.

Income equality is one of the most pressing economic, social and civil rights issues facing Anaheim. By requiring a higher minimum wage, the City seeks to promote the health, safety and welfare of thousands of hotel and event center workers by ensuring they receive fair compensation for the work they perform. The City also seeks to improve the welfare of hotel and event center workers by mandating that a hotel or event center employer pay service charges to its workers. When a service charge is listed on a customer's bill, often times there is a reduction in the gratuity to the hotel or event center worker on the assumption that the service charge is automatically paid to the worker. This ordinance guarantees that a hotel or event center worker gets paid for any service charge a customer reasonably would believe is intended for the worker who actually performed the service.

The City has made significant financial investments to create a climate that has allowed the hotel and event center industry to thrive in Anaheim. Because hotels and event centers receive benefits from City assets and investments and because the City and its tourist industry benefit from hotels and event centers with experienced and respected workers with low turnover, it is fair and reasonable to require hotels and event centers pay their workers a fair wage. Doing so will benefit the local economy and benefit City visitors, residents, and businesses.

6.100.020. DEFINITIONS.

The following definitions shall apply to this chapter:

.010 "Additional-bed room" means a guest room with two (2) or more beds, including a guest room with an additional bed or beds other than those regularly within the guest room, such as a cot or rollaway bed.

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

.030 “Change in control” means (1) any sale, assignment, transfer, contribution, or other disposition of all or substantially all of the assets used in the operation of a hotel or event center, or a discrete portion of the hotel or event center, that continues in operation as a hotel or event center; (2) any sale, assignment, transfer, contribution, or other disposition of a controlling interest (including by consolidation, merger, or reorganization) of an incumbent employer or any person who controls an incumbent employer; or (3) any other event or sequence of events (including a purchase, sale, lease, or termination of a management contract or lease) that causes the identity of the incumbent employer at a hotel or event center to change. For purposes of this chapter, a change in control shall be defined to occur on the date of execution of the document effectuating the change in control, or, if there are multiple such documents, the earliest of the dates of execution of those documents.

.040 “Checkout room” means a guest room to be cleaned by a hotel worker due to the departure of the guest assigned to that room.

.050 “City” means the City of Anaheim.

.060 “Clear and conspicuous” means in larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that is clearly visible in context and clearly calls attention to the language.

.070 “Eligible worker” means any individual (1) whose primary place of employment is at a hotel or event center subject to a change in control, (2) who is employed directly by the Incumbent employer, or by a person who has contracted with the incumbent employer to provide services at the hotel or event center subject to a change in control, and (3) who has worked for the incumbent employer for at least one (1) month prior to the execution of the transfer document.

.080 “Emergency” means an immediate threat to public safety or of substantial risk of property loss or destruction.

.090 “Event center” means a publicly or privately owned structure in the City of more than 20,000 square feet that is used for public performances, sporting events, business meetings or similar events. An event center includes, but is not limited to, concert halls, stadiums, sports arenas, racetracks, coliseums, and convention centers.

.100 “Event center employer” means any person who owns, controls, or operates an event center in the City, and includes any person or contractor who, in a managerial, supervisory, or confidential capacity, employs workers to provide services at an event center in conjunction with the event center’s purpose.

.110 “Event center worker” means any person who is employed by an event center employer to provide services at an event center. “Event center worker” does not include a managerial, supervisory, or confidential employee.

.120 “Guest” means a registered guest of a hotel, a person occupying a guest room with a registered guest, or a visitor invited to a guest room by a registered guest or other person occupying a guest room.

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

.140 “Hotel” means an establishment that provides temporary lodging for payment in the form of overnight accommodations in guest rooms to transient patrons for periods of thirty (30) consecutive calendar days or less, and may provide additional services, such as conference and meeting rooms, restaurants, bars, or recreation facilities available to guests or to the general public. “Hotel” includes hotels, motor lodges, motels, apartment hotels, transient occupancy residential structures and extended-stay hotels that rent units (including units with kitchens) for fewer than thirty (30) days, private residential clubs, tourist courts, and hostels that contain both dormitory-style accommodations and private guest rooms that may be reserved, meeting the definition set forth above. “Hotel” also includes any contracted, leased, or sublet premises connected to or operated in conjunction with a hotel or that is used for the primary purpose of providing services at a hotel. Except as provided above, the term “hotel” also does not include corporate housing, rooming houses, boarding houses, single-room occupancy housing, or licensed bed and breakfast establishments within a single-unit residence. “Hotel” does not include a short-term rental, as defined in Municipal Code Section 4.05.030.

.150 “Hotel building” means a structure used as a hotel that contains one (1) or more ground-floor public or guest entrances.

.160 “Hotel employer” means any person who owns, controls, or operates a hotel in the City, and includes any person or contractor who, in a managerial, supervisory, or confidential capacity, employs workers to provide services at a hotel in conjunction with the hotel’s purpose.

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

.180 “Incumbent employer” means the person who owns, controls, and/or operates a hotel or event center subject to a change in control prior to the change in control.

.190 “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.

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

.210 “Room attendant” means a hotel worker whose principal duties are to clean and put in order guest rooms in a hotel.

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

.230 “Service charge” means any separately-designated amount charged and collected by a hotel employer or event center employer from customers, that is for service by hotel workers or event center workers, or is described in such a way that customers might reasonably believe that the amount is for those services or is otherwise to be paid or payable directly to workers, including those charges designated on receipts, invoices, or billing statements under the term “service charge,” “table charge,” “portage charge,” “automatic gratuity charge,” “healthcare surcharge,” “benefits surcharge,” or similar language. Service charge does not include a tip or gratuity as defined under state or federal law.

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

.250 “Successor employer” means the person who owns, controls, and/or operates a hotel or event center subject to a change in control after the change in control.

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

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

.280 “Workday” means any consecutive twenty-four (24) hour period commencing at the same time each calendar day.

.290 “Worker retention period” means the period beginning upon the change in control and continuing for six (6) months after the hotel or event center is open to the public under the successor employer.

6.100.030. MEASURES TO PROTECT HOTEL WORKERS FROM VIOLENT OR THREATENING CONDUCT.

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

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

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

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

.0401 A hotel employer shall immediately allow a hotel worker sufficient paid time to report the violent or threatening conduct to a law enforcement agency and to consult with a counselor or advisor of the hotel worker's choice.

.0402 A hotel employer shall not prevent, or attempt to prevent, a hotel worker from reporting violent or threatening conduct to a law enforcement agency.

.0403 A hotel employer shall not take or threaten to take any adverse employment action against a hotel worker based on the hotel worker's decision to report or not to report violent or threatening conduct to a law enforcement agency.

.0404 Upon request by a hotel worker, a hotel employer shall provide reasonable accommodations to a hotel worker who has been subjected to violent or threatening conduct. Reasonable accommodations may include, but are not limited to, a modified work schedule, reassignment to a vacant position, or other reasonable adjustment to job structure, workplace facility, or work requirements.

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

.060 A hotel employer shall provide annual training to its hotel workers regarding how to use and maintain a personal security device, the hotel employer's protocol for responding to activation of a personal security device, and the rights of hotel workers and obligations of the hotel employer as set forth in this section. Such training shall be provided to hotel workers by the later of thirty (30) days after the effective date of this chapter or within one (1) month of the hotel worker's date of hire. For hotels having sixty (60) or more guest rooms, the hotel employer shall provide the training in each language spoken as the primary language of at least ten percent (10%) of the hotel's workforce. The hotel employer shall maintain accurate records demonstrating attendance at such trainings.

6.100.040. MEASURES TO PROVIDE FAIR COMPENSATION FOR WORKLOAD.

.010 For hotels with fewer than sixty (60) guest rooms, a hotel employer shall not require a room attendant to perform room cleaning amounting to a total of more than four thousand (4,000) square feet of floor space in any eight-hour workday, unless the hotel employer pays the room attendant twice the room attendant's regular rate of pay for each and every hour worked during that workday. For hotels with sixty (60) or more guest rooms, a hotel employer shall not require a room attendant to perform room cleaning amounting to a total of more than three thousand five hundred (3,500) square feet of floor space in any eight-hour workday, unless the hotel employer pays the room attendant twice the room attendant's regular rate of pay for each and every hour worked during the workday. If a room attendant during a workday of eight (8) or more hours is assigned to clean any combination of six (6) or more special-attention rooms or additional-bed rooms, the total amount of square footage that will entitle a room attendant to premium pay under this section, referred to herein as the workload limitation, shall be reduced by five hundred (500) square feet for each such special-attention room or additional-bed room over five (5). If a room attendant is required to clean floor space in more than one (1) hotel building during a workday, the total workload limitation under this subsection shall be reduced by five hundred (500) square feet for each additional hotel building. If a room attendant is required to clean floor space on more than one (1) floor of a hotel building, the total workload limitation under this subsection shall be reduced by five hundred (500) square feet for each additional floor. The workload limitations contained in this section apply to any combination of spaces, including guest rooms, meeting rooms, and other rooms within the hotel, and apply regardless of the furniture, equipment, or amenities in such rooms. The hotel employer shall state the actual square footage of each room in any written assignment of rooms that it provides to room attendants.

.020 The maximum floor space set forth in subsection .010 shall be reduced on a prorated basis if a room attendant works less than eight (8) hours in a workday, or is assigned to perform room cleaning for less than eight (8) hours in a workday, and shall be increased on a prorated basis for each hour of overtime that a room attendant works in excess of eight (8) hours in a workday, and shall be calculated on a prorated basis by room attendant if a room attendant is assigned to clean rooms jointly with one (1) or more other room attendants. If a room attendant works fewer than

than eight (8) hours during a workday, the combined number of special-attention rooms and additional-bed rooms after which the five hundred (500) square foot reduction to the workload limitation for each additional special-attention room or additional-bed room cleaned as set forth in section .010 shall apply shall be reduced on a prorated basis.

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

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

.050 Each hotel employer shall maintain for at least three (3) years a record of each room attendant's name, rate of pay, pay received, identification of rooms cleaned, actual square footage of each room cleaned, number of special-attention rooms, number of additional hotel buildings, number of additional-bed rooms, and total square footage cleaned for each workday, overtime hours worked for each workday, and any written consents provided pursuant to subsection .030 above. A hotel employer shall make these records available for inspection and copying to any hotel worker or hotel worker's designated representative, except that the names and other personally identifying information of individual hotel workers shall be redacted except to the extent that the records identify the hotel worker who is making the request. A hotel employer shall maintain an accurate record of the square footage of each room that room attendants are assigned to clean, a copy of which shall be provided to any hotel worker who requests such record.

6.100.050. NOTICE OF CHANGE IN CONTROL.

.010 Within five (5) days of a change in control of a hotel or event center, a successor employer shall post written notice of the change in control at the location of the affected hotel or event center. This written notice shall remain posted during any closure of the affected hotel or event center and for six (6) months following the first date on which the affected hotel or event center is open to the public under the successor employer.

.020 The written notice provided for in subsection .010 shall include, but not be limited to, the name and contact information of the incumbent employer, the name and contact information of the successor employer, and the effective date of the change in control.

.030 The written notice provided for in subsection .010 shall be posted in a conspicuous place at the affected hotel or event center and shall be readily visible to all eligible hotel workers or event center workers, as well as other employees and applicants for employment.

6.100.060. HOTEL AND EVENT CENTER WORKER RETENTION.

.010 Within fifteen (15) days of a change in control, an incumbent employer shall provide a successor employer with a list of eligible workers. This list shall include the name, date of hire, and job classification of each eligible worker. A successor employer shall be required to maintain and hire from this list during the worker retention period.

.020 A successor employer shall, during the worker retention period, offer each eligible worker employment for no less than ninety (90) days, except that:

.0201 A successor employer shall not be required to offer employment to an eligible worker if the successor employer has reasonable and substantiated cause not to retain that eligible worker based on that eligible worker's individual performance or conduct while employed by the incumbent employer; and

.0202 If a successor employer determines during the worker retention period that it requires fewer workers than were required by the incumbent employer, the successor employer shall retain eligible workers by seniority within each job classification to the extent that comparable job classifications exist.

.030 An eligible worker retained pursuant to this section shall be employed under terms and conditions established by the successor employer as required by law and shall not be discharged except for good cause based on individual performance or conduct.

.040 An offer of employment made pursuant to subsection .020 shall be made in writing and shall remain open for at least ten (10) business days from the date of the offer.

.050 A successor employer shall retain written verification of each offer of employment made pursuant to subsection .020. This verification shall include the name, address, date of hire, and job classification of the eligible worker to whom the offer was made. A successor employer shall retain the required verification for no less than three (3) years from the date the offer is made.

.060 At the end of the worker retention period, a successor employer shall provide each worker retained pursuant to this section with a written performance evaluation. If the worker's performance was satisfactory, the successor employer shall consider offering the worker continued employment under the terms and conditions established by the successor employer and as required by law. A successor employer shall retain the written performance evaluation required under this subsection for no less than three (3) years from the date it is issued.

.070 The rights to retention set forth in this section do not apply to any managerial, supervisory, or confidential employee and do not include the right to retain any supervisory or management responsibility.

6.100.070. HOTEL AND EVENT CENTER MINIMUM WAGE PAYMENT REQUIREMENTS.

.010 A hotel employer shall pay hotel workers, and an event center employer shall pay event center workers, a wage of no less than the hourly wage set in this section.

.020 Beginning thirty (30) days after the effective date of this ordinance, a hotel employer or an event center employer shall pay its hotel workers or event center workers, as applicable, a wage of no less than Twenty-Five Dollars (\$25.00) per hour.

.030 Beginning January 1, 2026, and annually thereafter, the minimum wage will increase annually to reflect increases in the cost of living. The cost of living increase shall be the greater of (1) three percent (3%) or (2) the percentage increase as of September 30, 2025, and as of September 30 in any subsequent year for further annual adjustments, over the level as of September 30 of the preceding year of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles Metropolitan Area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics, U.S. Department of Labor or the successor index or federal agency. The City Manager shall publish a bulletin by November 1 of each year announcing the adjusted rates, which shall take effect the following January 1. Such bulletin will be made available to all hotel employers and event center employers, and to any other person who has filed with the City Manager a request to receive such notice, but lack of notice shall not excuse noncompliance with this section. The City Manager shall prescribe a poster advising hotel and event center workers of their rights under this section and distribute it to all hotel employers and event center employers. A hotel employer or event center employer shall post the notice in a prominent place where it will be seen by its hotel or event center workers, as applicable. A hotel employer or event center employer shall provide written notification of the rate adjustments to each of its hotel workers or event center workers and make the necessary payroll adjustments by January 1 following the publication of the bulletin.

6.100.080. SERVICE CHARGES.

.010 A hotel employer or event center employer shall distribute all service charges in their entirety to the hotel worker(s) or event center worker(s) who performed services for the customers from whom the service charges are collected. No part of these amounts may be paid to workers whose primary role is supervisory or managerial. No hotel employer or event center employer or agent thereof shall deduct any amount from wages or other compensation due a hotel worker or event center worker on account of a service charge, or require a hotel worker or event center worker to credit the amount of a service charge, in whole or in part, against or as a part of the wages or other compensation due the hotel worker or event center worker.

.020 Amounts collected as service charges shall be paid to hotel worker(s) or event center worker(s) equitably and according to the services that are or appear to be related to the description of the service charge given by the hotel employer or event center employer to the customers. Except as otherwise required by law, amounts collected as surcharges for healthcare or other employee benefits shall be: (i) deposited within seven days of their collection into segregated accounts controlled exclusively by hotel workers or event center workers, including but not limited to Flexible Spending Accounts, Health Savings Accounts, or Premium-Only Cafeteria Plans; or (ii) paid to hotel workers or event center workers in wages. No part of any amount collected as a surcharge for healthcare, or as a surcharge identified by the hotel or event center employer as a benefit for hotel workers or event center workers, shall revert to the hotel employer or event center employer.

.030 Without limitation of the foregoing:

.0301 Service charge amounts collected for hotel banquets or hotel-catered meetings shall be paid to the hotel workers who actually work at the banquet or catered meeting;

.0302 Service charge amounts collected for hotel room service shall be paid to the hotel workers who actually deliver food and beverage associated with the charge; and

.0303 Service charge amounts collected for hotel portage service shall be paid to the hotel workers who actually carry the baggage associated with the charge.

.040 All service charges must be disclosed to consumers with clear and conspicuous notice prior to the time that the customer makes a purchase or selection, in such a way that customers might easily and reasonably deduce what the service charge is for.

.050 The hotel employer or event center employer shall disclose in writing to each hotel worker or event center worker its plan of distribution of service charges and shall report to hotel workers and event center workers on each payroll date the amount of service charges collected and amount distributed to hotel workers or event center workers for the pay period in question.

.060 The amounts shall be paid to the hotel workers or event center workers no later than the next payroll following collection of the service charge amounts from customers, except that any amounts collected in cash shall be paid to hotel workers or event center workers at the close of business on the day the amounts are collected.

.070 A hotel employer or event center employer who permits customers to pay service charges by credit card shall pay the hotel workers or event center workers the full amount of the service charge that the customer indicated on the credit card slip, without any deductions for any credit card payment processing fees or costs that may be charged to the hotel employer or event center employer by the credit card company.

.080 The hotel employer or event center employer shall keep records showing compliance with the provisions of this section for no less than three years from the date of collection of service charge amounts from the customer.

.090 This section does not apply to any tip, gratuity, money, or part of any tip, gratuity, or money that has been paid or given to or left for a hotel worker or event center worker by customers over and above the actual amount due for services rendered or for goods, food, drink, or articles sold or served to customers.

6.100.090. LIMITED WAIVER FOR CERTAIN HOTEL AND EVENT CENTER EMPLOYERS.

.010 The City Manager shall grant a waiver from particular requirements of this chapter to any hotel employer or event center employer who demonstrates, with evidence, that compliance with such requirements would require the employer, in order to avoid bankruptcy or a shutdown of the hotel or event center, to reduce its workforce by more than 20 percent (20%) or curtail its hotel workers' or event center workers' total work hours by more than 30 percent (30%). The City Manager shall grant such a waiver only after reviewing an employer's evidence of its financial condition at the employer's expense. A waiver granted under this section shall be valid for no more

than one (1) year. A determination by the City Manager to grant or deny a request for waiver under this section may be appealed to the City Council within fourteen (14) days after the date of the City Manager's action. Notwithstanding this section, no waiver shall be granted with respect to the requirements of section 6.100.030 of this chapter.

.020 Prior to submitting a waiver application pursuant to this section, a hotel employer or event center employer shall provide written notice of the waiver application to all hotel workers or event center workers, as applicable, employed by the employer. Within three (3) days of receiving a waiver determination from the City Manager under this section, a hotel employer or event center employer shall provide written notice of the determination to all hotel workers or event center workers, as applicable, employed by the employer.

6.100.100. NOTICE.

A hotel employer or event center employer shall provide written notice of the hotel workers' and event center workers' rights set forth in this chapter to each hotel worker or event center worker, as applicable, at the time of hire or within thirty (30) days of the effective date of this chapter, whichever is later. Such written notice shall be provided in English, Spanish, and any other language known by the hotel employer or event center employer to be spoken by ten percent (10%) or more of the workers employed by the employer at the relevant hotel or event center.

6.100.110. RETALIATORY ACTION PROHIBITED.

No person shall discharge, reduce compensation of, take adverse employment action against, or otherwise discriminate against any hotel worker or event center worker for opposing any practice proscribed by this chapter, for participating in proceedings related to this chapter, for seeking to enforce the worker's rights under this chapter by any lawful means, or for otherwise asserting rights under this chapter. A hotel employer or event center employer taking any adverse employment action against any hotel worker or event center worker who is known to have engaged in any of the foregoing activities within one (1) year preceding the adverse employment action shall provide to the worker at or before the time of the adverse employment action a detailed written statement of the reason or reasons for the discharge or other adverse employment action, including all the facts claimed to substantiate the reason or reasons.

6.100.120. ADMINISTRATIVE REGULATIONS.

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

6.100.130. JOINT CIVIL LIABILITY.

.010 A hotel employer or event center employer who contracts with another person, including, without limitation, another hotel employer or event center employer, a temporary staffing agency, employee leasing agency, or professional employer organization, to obtain the services of hotel workers or event center workers shall share all civil legal responsibility and civil liability for violations of this chapter by that person for hotel workers or event center workers performing

work pursuant to the contract. For the purposes of this section, the term “person” shall not include:

.0101 A bona fide nonprofit organization that provides services to workers;

.0102 A bona fide labor organization, as defined in 29 U.S.C. §152, or an apprenticeship program, training program, or hiring hall operated pursuant to a labor-management agreement.

6.100.140. SUPERSESSION BY COLLECTIVE BARGAINING AGREEMENT.

The provisions of sections 6.100.040 through 6.100.080 of this chapter, or any part thereof, may be waived pursuant to a bona fide collective bargaining agreement, but only if the waiver is expressly set forth in clear and unambiguous written terms. Neither party to a collective bargaining relationship may waive or supersede any provision of this chapter by means of unilaterally imposed terms and conditions of employment.

6.100.150. ENFORCEMENT.

.010 A hotel worker or event center worker claiming violation of this chapter may report such claimed violation to the City Manager, who shall cause such complaint to be investigated. Whether based upon such a complaint or otherwise, where the City Manager or the City Manager’s delegatee has determined that a hotel employer or event center employer has violated this chapter, the City Manager shall issue a written notice to the hotel employer or event center employer that the violation is to be corrected within ten (10) days. In the event that the hotel employer or event center employer has not demonstrated to the City Manager within such period that it has cured such violation, the City Manager may then request the City Attorney to pursue a civil action against the hotel employer or event center employer under subsection .020 of this section.

.020 In addition, the City or any aggrieved hotel worker or event center worker may enforce the provisions of this chapter by means of a civil action, regardless of whether a complaint has been filed with the City Manager under subsection .010 of this section. A hotel worker or event center worker’s filing of a complaint with the City Manager, or a hotel worker or event center worker’s failure to file such a complaint with the City Manager, shall in no way alter that worker’s right to bring a civil action under this subsection.

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

.040 Any person who violates the provisions of this chapter is liable for any actual damages suffered by any aggrieved hotel worker or event center worker and for statutory damages of one hundred dollars (\$100) per aggrieved hotel worker or event center worker per each day of violation, except that statutory damages for failure to maintain or provide records shall not exceed one thousand dollars (\$1,000) per day for all affected hotel workers or event center workers. For willful violations, the amount of monies and penalties to be paid under this subsection shall be trebled.

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

.060 The remedies set forth in this chapter are cumulative. Nothing in this chapter shall be interpreted as restricting, precluding, or otherwise limiting a separate or concurrent criminal prosecution under this Code or state law.

.070 Notwithstanding any provision of this Code or any other ordinance to the contrary, no criminal penalties shall attach for violation of this chapter.

.090 This chapter shall not be construed to limit an aggrieved hotel worker or event center worker's right to bring legal action for violation of any other federal, state, or local law.

6.100.160. SEVERABILITY.

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

Section 2. Conflicting Measures.

Consistent with California Elections Code § 9221, should another ordinance containing provisions that conflict with this ordinance be adopted by voters at the same election as this ordinance is adopted, the terms of the ordinance that receives the higher number of affirmative votes shall control.

Section 3. Effective Date.

The proposed ordinance that is the subject of this initiative, once approved by the voters at the November 5, 2024 election, or such other election as authorized by law, shall be deemed adopted upon the date that the vote is declared by the City Council, and shall go into effect ten (10) days after that date.