

## INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

### Notice of Intent to Circulate Petition

Notice is hereby given by the persons whose names appear below of their intention to circulate the petition within the City of Laguna Beach for the purpose of adopting protective measures for hotel workers. A statement of reasons for the proposed action as contemplated in the petition is as follows:

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 employees who clean guest rooms are also frequently assigned overly burdensome room cleaning quotas, and can be disciplined for failing to meet these quotas. Overly burdensome room cleaning quotas undermine the public interest in ensuring that hotel room cleaners can perform their work in a manner that adequately protects public health. Such cleaning requirements also interfere with hotel employees' ability to meet family, community, and personal obligations. This article 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.

Hotel employees are also frequently assigned unexpected and mandatory overtime, which limits hotel employees' ability to meet family and personal commitments and interferes with their ability to schedule in advance for those commitments. This article prohibits hotel employers from assigning an employee overtime work when their shifts exceed 10 hours in a day without obtaining the worker's informed consent, except in emergencies.

Hotel workers frequently do not make enough to support themselves and their families with dignity. This initiative proposes a minimum wage for hotel workers that more closely reflects the cost of living in and around Laguna Beach.

Therefore, we submit the "Hotel Worker Protection Ordinance Initiative."

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**Name of Proponent**

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**Name of Proponent**

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**Name of Proponent**

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**To the City Council of the City of Laguna Beach:**

We, the undersigned, registered and qualified voters of the State of California, residents of the City of Laguna Beach, present to the City Council of the City of Laguna Beach this petition and request that the following proposed ordinance be adopted by the Council without alteration, or submitted immediately to the registered and qualified voters of the City of Laguna Beach for their adoption or rejection at an election, as provided by law.

**THE PEOPLE OF THE CITY OF LAGUNA BEACH DO ORDAIN AS FOLLOWS:**

**Section 1. Title.**

This ordinance shall be known as the “Hotel Worker Protection Ordinance.”

**Section 2. Legislative Findings.**

WHEREAS, other cities in California and other states have adopted local legislation to protect the safety and security and improve working conditions of hotel employees within their respective jurisdictions; and

WHEREAS, hotel workers are vital contributors to the Laguna Beach community and the hospitality industry is an essential component of the City’s economy; and

WHEREAS, hotel workers who work by themselves in guest rooms are vulnerable to crimes and other threatening behavior, including sexual assault; and

WHEREAS, 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 and improve public safety overall; and

WHEREAS, Laguna Beach hotels workers have a right to be paid at a level that comes closer to allowing them to support themselves and their families with dignity; and

WHEREAS, Laguna Beach and the surrounding communities have high costs of living, including high costs of housing, and hotel workers are forced into long-distance commutes to Laguna Beach because their current wage levels do not permit them to live closer to their workplaces; and

WHEREAS, the City of Laguna Beach has invested large sums of money to make the City a tourist destination, investments that have benefitted the local hotel industry; and

WHEREAS, hotel workers are subject to being assigned overly burdensome workloads and unexpected overtime; and

WHEREAS, ensuring that hotel workers receive fair compensation when their work assignments exceed proscribed thresholds will promote the public interest and enable hotel workers to receive fair pay for honest work, to perform their work in a manner that adequately protects their personal wellbeing, and to meet personal and family obligations; and

WHEREAS, without a fair compensation system tied to the amount of work assigned to hotel workers, any increase in the minimum wage which they must be paid is likely to merely result in a heavier workload being assigned to them.

### **Section 3.**

A new Section 5.84 is added to the City of Laguna Beach Municipal Code, reading as follows:

#### **Section 5.84. Hotel Worker Protection Ordinance**

##### **Section 5.84.010 Definitions.**

The following definitions shall apply to this article:

- A. “Additional bed room” means a guest room with an additional bed or beds other than those regularly within the guest room, such as a cot or rollaway bed.
- B. “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.
- C. “Checkout room” means a guest room to be cleaned by a hotel worker due to the departure of the guest assigned to that room.
- D. “City” means the City of Laguna Beach.
- E. “Emergency” means an immediate threat to public safety or of substantial risk of property loss or destruction.
- F. “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.
- G. “Guest room” means any room or suite of rooms intended to be used by a guest of a hotel for sleeping purposes.

H. "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 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, 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 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.

I. "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 hotel workers to provide services at a hotel in conjunction with the hotel's purpose.

J. "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.

K. "Personal security device" means a portable emergency contact device, including but not limited to a panic button, that is designed so that a hotel worker can quickly and easily activate such device to directly contact a hotel security officer, manager or supervisory hotel staff member designated by a hotel employer to respond to violent or threatening conduct and promptly summon them to the hotel worker's location.

L. "Room attendant" means a hotel worker whose principal duties are to clean and put in order guest rooms in a hotel.

M. "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.

N. "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.

O. "Workday" means any consecutive 24-hour period commencing at the same time each calendar day.

**Section 5.84.020. Measures to protect hotel workers from violent or threatening conduct.**

A. Personal security devices.

1. 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.

2. 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.

3. A hotel employer shall at all times have a designated and assigned security guard, manager, or supervisory hotel staff member 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. If a hotel employer designates a manager or supervisory hotel staff member pursuant to this subsection, the hotel employer shall provide no fewer than three (3) hours of training to the manager or supervisory hotel staff member on (a) the requirements of this article; (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.

B. Hotel workers' rights. 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:

1. 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.

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

3. 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 not to report violent or threatening conduct to a law enforcement agency.

4. 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.

C. Notice. 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 18 points, that includes the heading "The Law Protects Hotel Workers From Threatening Behavior," provides a citation to this article of the City of Laguna Beach Municipal Code, and notifies guests that the hotel employer provides personal security devices to its employees.

D. Training. A hotel employer shall provide 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 days after the effective date of this article or within one month of the hotel worker's date of hire. The hotel employer shall maintain accurate records demonstrating attendance at such trainings. The hotel employer shall maintain accurate records demonstrating attendance at such trainings.

#### **5.84.030. Measures to provide fair compensation for workload.**

A. Workload limitation. For hotels with fewer than 40 guest rooms, a hotel employer shall not require a room attendant to perform room cleaning amounting to a total of more than 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 the workday. For hotels with 40 or more guest rooms, a hotel employer shall not require a room attendant to perform room cleaning amounting to a total of more than 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 is assigned to clean six (6) or more checkout room or additional bed rooms during any eight-hour workday, each such checkout room or additional bed room shall for purposes of this subsection count as 500 square feet or the actual square footage of the room, whichever is greater. Each guest room that was occupied but was not subject to daily room cleaning on the preceding day shall count as 500 square feet or the actual square footage of the room, whichever is greater. The 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.

B. Workload proration. The maximum floor space set forth in subsection (a) shall be reduced on a prorated basis if a room attendant works less than eight hours in a workday, or is assigned to perform room cleaning for less than eight 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 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 or more other room attendants.

C. Voluntary overtime. A hotel employer shall not require or permit a hotel worker to work more than 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 seven days prior to the hotel worker's consent that the hotel worker may decline to work more than 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 10 hours in a workday. This subsection shall not apply in the event of an emergency.

D. Preservation of records. Each hotel employer shall maintain for at least three years a record of each room attendant's name, rate of pay, pay received, rooms cleaned and total square footage cleaned for each workday, overtime hours worked for each workday, and any written consents provided pursuant to subsection (B) above. A hotel employer shall make these records available for inspection and copying to any hotel worker or hotel worker's employee 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.

**Section 5.84.040. Hotel Worker Minimum Wage.**

A. Minimum Wage. On and after 60 days following the effective date of this Ordinance, each hotel employer shall pay each hotel worker an hourly wage not less than \$18 per hour.

B. Notwithstanding subsection (A), each hotel employer shall pay each hotel worker an hourly wage not less than the amounts set forth below, as of the date indicated, unless the City increases the minimum wage applicable to hotel workers to a higher hourly rate pursuant to subsection (D):

January 1, 2023 to December 31, 2023, inclusive: \$19 per hour

January 1, 2024 to December 31, 2024, inclusive: \$20 per hour

January 1, 2025 to December 31, 2025, inclusive: \$21 per hour

January 1, 2026 to December 31, 2026, inclusive: \$22 per hour.

On an after January 1, 2027: the amount derived pursuant to subsection (C)

C. On January 1, 2027, and annually thereafter, the wages set forth in subsection (A) will increase based on 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. The City shall announce the adjusted rates on October 1st, 2026 and annually thereafter, and publish a bulletin announcing the adjusted rates, which shall take effect on January 1st of the following year.

D. Nothing in this Section shall preclude the City from increasing minimum wage rates for hotel workers above the rates set forth in subsections (A)-(C).

**Section 5.84.050. Limited waiver for certain hotel employers.**

A. Waiver application. The City shall grant a waiver from the requirements of this article to any hotel employer who demonstrates that compliance with this article would require the hotel employer, in order to avoid bankruptcy or a shutdown of the hotel employer's hotel, to reduce its workforce by more than 20 percent or curtail its hotel workers' total hours by more than 30 percent. The City shall grant such a waiver only after reviewing a hotel employer's financial condition at the hotel employer's expense. A waiver granted under this section shall be valid for no more than one year. A determination by the City to grant or deny a request for waiver

under this section may be appealed to a hearing examiner in accordance with established city practices for hearing examiner review.

B. Notice of waiver application. Prior to submitting a waiver application pursuant to this section, a hotel employer shall provide written notice of the waiver application to all hotel workers employed by the hotel employer. Within three days of receiving a waiver determination from the City under this section, a hotel employer shall provide written notice of the determination to all hotel workers employed by the hotel employer.

**Section 5.84.060. Notice.**

A hotel employer shall provide written notice of the hotel workers' rights set forth in this article to each hotel worker at the time of hire or on the effective date of this article, whichever is later. Such written notice shall be provided in English, Spanish, and any other language known by the hotel employer to be spoken by five percent or more of the hotel workers employed by the hotel employer.

**Section 5.84.070. Retaliatory action prohibited.**

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

**Section 5.84.080. Administrative regulations.**

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

**Section 5.84.090. Supersession by collective bargaining agreement.**

The provisions of section 5.84.030 or 5.84.040, 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 article by means of unilaterally imposed terms and conditions of employment.

**Section 5.84.100. Civil remedies.**

A. Civil action. The City or any aggrieved person may enforce the provisions of this article by means of a civil action.

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

C. Damages and penalties. Any person who violates the provisions of this article is liable for any actual damages suffered by any aggrieved person and for statutory damages of \$100 per aggrieved person per day, except that statutory damages for failure to maintain or provide records shall not exceed \$1,000 per day for all affected hotel workers. For willful violations, the amount of monies and penalties to be paid under this subsection shall be trebled.

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

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

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

G. Coexistence with other available relief for deprivations of protected rights. This article shall not be construed to limit an aggrieved person's right to bring legal action for violation of any other federal, state, or local law.

**Section 4. Amendments.**

No provision of this ordinance may be amended or repealed except by a vote of the people of the City of Laguna Beach.

**Section 5. Consistency with Other Ballot Measures.**

If another ballot measure is placed on the same ballot as this measure and deals with the same subject matter, and if both measures pass, the voters intend that both measures shall be put into effect, except to the extent that specific provisions of the measures are in direct conflict. In the event of a direct conflict, the measure which obtained more votes will control as to the directly conflicting provisions only.

The voters expressly declare this to be their intent, regardless of any contrary language in any other ballot measure.

**Section 6. Severability.**

If any section, subdivision, clause, sentence, phrase or portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining sections, subdivisions, clauses, sentences, phrases and portions shall remain valid and enforceable. The voters declare that they would have passed all sections, subdivisions, clauses, sentences, phrases and portions of this ordinance without the section, subdivision, clause, sentence, phrase or portion declared invalid by a court of competent jurisdiction.