

Seattle Initiative 124 Summary

Effective Date

Between Nov. 29 and Dec. 6, 2016 (Note: If weekend days count, Dec. 4.)

The General Election results will be certified on Nov. 29, 2016. If the initiative passes, it will become law upon proclamation of the mayor within five days after the certificate of election.

Is Your Hotel Covered? + Definitions

There are two definitions (a) Hotel, (b) Large Hotel used in the initiative.

Hotel (or motel): Containing **60 or more guest rooms** and any contracted, leased or sublet premises connected to or operated in conjunction with the building's purpose, or providing services at the building.

Applies to:

- Part 1: Protecting Hotel Employees from Violent Assault and Sexual Harassment
- Part 2: Protecting Hotel Employees from Injury (i.e. Chemical Hazards)
- Part 4: Preventing Disruptions in the Hotel Industry

Large Hotel: Containing **100 or more guest rooms** suitable for providing lodging to members of the public for a fee, regardless of how many of those rooms are occupied or in commercial use at any given time.

Applies to:

- Parts 1-4

Hotel Employer: Any person, including a corporate office or executive, who directly, indirectly, through an agent or any other person (including a temporary service or staffing agency), employs or exercises control over wages, hours or working conditions of any employee and who owns, controls, and/or operates a hotel in Seattle; or a person who employs or exercises control over the wages, hours or working conditions of any person employed in conjunction with a hotel employer in furtherance of the hotel's provision of lodging and other related services for the public.

Employees Covered by the Ordinance

Employee and Hotel Employee: Any non-managerial/supervisory individual employed by the hotel, directly or via contract, who performs at least two hours of work within the geographic boundaries of the city of Seattle, including any individual whose place of employment is at one or more hotels and who is employed directly by the hotel employer or by a person who has contracted with the hotel employer to provide services at the hotel.

Part 1: Protecting Hotel Employees from Violent Assault and Sexual Harassment

Hotel employers must:

- Provide Panic Buttons (definition below) to all employees who work by themselves in a guest room (at no cost to the employee)
- **For three years:** Record and retain all employee accusations against a guest for a report of violence and alert employees if an accused guest is staying at the hotel.
- **For five years:** Ban a guest if the employee provides a written statement made under the penalty of lying under oath or other evidence.

- Place a sign on the back of guest room doors in font size 18+ informing guests of the law and notice of panic buttons.
- Reassign the affected employee (upon request) away from the accused guest, allow the employee sufficient paid time to contact the police and consult with a counselor, and report (with the consent of the employee) an incident involving alleged criminal conduct by a guest to law enforcement.

Panic Buttons: An emergency contact device carried by an employee by which the employee may summon immediate on-scene assistance from another employee, security guard, or representative of the hotel employer.

Part 2: Protecting Hotel Employees from Injury (i.e. Chemical Hazards & Square Footage Cleaning Requirement)

Hotel employers must:

- Protect employees from chemical hazards by requiring information to be readily available to employees regarding hazardous chemicals in their work areas. Also, take appropriate steps to protect employees from the harmful effects of chemicals, including controlling the use of chemicals and preventing dangerous employee contact and exposure.

Large hotel (definition above) employers must:

- Limit housekeeper workloads to no more than 5,000 square feet of room space in an eight-hour workday;
- When an employee performs 10 or more Strenuous Room Cleanings (definition below) in an eight-hour day, reduce the maximum floor space by 500 square feet for the tenth room and thereafter;
- Reduce assigned square footage workloads in a prorated manner if an employee works less than an eight-hour workday;
- Provide time-and-a-half for the entirety of an employee's shift if he or she exceeds the square-footage requirement.

Strenuous Room Cleaning: The cleaning of (1) a checkout room or (2) a stayover room that includes a cot, rollout bed, pet bed or crib.

Part 3: Pay for access to affordable, gold-level standard health care.

This section only applies to Large Hotels (definition above) and Low-Wage Employees who work Full Time.

Low-Wage Employee: Total pay is 400 percent or less of the federal poverty line for the size of the employee's household. With wages only, this equals \$47,520 for individuals and \$97,200 for a family of four.

Full Time: At least 80 hours in a calendar month (i.e. 20 hours per week).

Gold-Level Plan: Pays 80 percent of costs and the customer pays 20 percent. The main difference between the plans is what percentage of cost of care they cover. Check out the State's [metal level guide](#).

Large hotel employers must pay, on the 15th day of the month, each full-time, low-wage employee an additional \$200 or more in wages or salary (adjusted annually for inflation), or the difference between (1) the monthly premium for the lowest-cost, gold-level policy available on

the Washington Health Benefit Exchange and (2) 7.5 percent of the amount by which the employee's pay for the previous calendar month exceeds 100 percent of the federal poverty line.

A large employer will not be required to pay additional wages or salary if they provide full-time, low-wage employees with health and hospitalization coverage at least equal to the gold-level policy on the health exchange and charge no more than 5 percent of gross taxable earnings in premium costs.

Part 4: Preventing Disruptions in the Hotel Industry (i.e. Preferential Hiring Requirement)

This section pertains to the buying and selling of hotels and employee retention requirements.

Outgoing hotel employers must:

- Provide the incoming hotel employer the name, address, date of hire and employment occupation classification of each Retention Hotel Worker (definition below) within 15 days after the execution of the transfer document;
- Post notice of the change in control with contact information and the effective date of the change at the hotel within five business days following the execution of the transfer document.

Retention Hotel Worker: Any employee (1) whose primary place of employment is at a hotel subject to change in control, (2) who is employed directly or via contract by the outgoing hotel employer and (3) has worked for the outgoing hotel employer for at least one month prior to the execution of the transfer document.

Incoming hotel employer must:

- Maintain a preferential hiring list of Retention Hotel Workers and hire from that list for six months after the hotel is open to the public;
- Offer employment to Retention Hotel Workers in writing, keep the offer open for at least 10 business days, and retain the written verification of the offer;
- Retain each Retention Hotel Worker for no fewer than 90 days and not discharge any worker without just cause;
- Provide and retain written performance evaluations for each hotel worker at the end of the 90-day transition employment period;

Notice and Posting Requirements

Hotel employers must give written notice to each current and new employee at the time of hire about the employee's rights. The notification must be given in languages spoken by 10 or more employees.

Employer Must Retain Records for 3 Years

Employers must retain a record for each employee and former employee containing the following information for at least three years:

- For each work week of employment, the employee's regular hourly rate of pay;

For Large Hotels Only:

- For each month of full-time employment, the amount of additional wages or salary paid as additional pay for the cost of medical coverage for low-income employees;
- For each day of employment as a housekeeper, the total square feet of guest room floor space cleaned, the number of strenuous room cleanings performed, the number of hours

worked and the employee's gross pay for that day.

Retaliation Prohibited

A hotel employer, or any other person, shall not interfere with, restrain or deny the exercise of any right protected by the initiative. In addition, a hotel employer cannot take any adverse action against any employee because the employee has exercised in good faith the rights protected.

There is a rebuttable presumption of retaliation if a hotel employee takes an adverse action against an employee within 90 days of the employee's exercise of rights.

Private Right of Action

Employees are eligible for a private right of action regardless of civil penalties. Any person claiming injury from a violation of this initiative may file a lawsuit against the employer. Upon prevailing, he or she may be awarded costs, reasonable attorneys' fees and expenses including lost compensation and other damages, reinstatement, declaratory or injunctive relief and prejudgment interest.

Penalties

Each work day a hotel employer is in violation of the initiative is deemed a separate violation and will be assessed a penalty of at least \$100 per day per employee, and not more than \$1,000 per day per employee, in an amount determined by the court. These penalties are exclusive of any damages recovered by or awarded to any employee.

Civil penalties must be distributed as follows: 50 percent to the Office of Labor Standards; 25 percent to the aggrieved employee(s); and 25 percent to the person bringing the case.

Enforcement Agency

The Office of Civil Rights/Office of Labor Standards may investigate charges alleging violations of this initiative. The division director of the Office of Labor Standards is authorized and directed to promulgate rules consistent with this initiative.

Most Ordinance Requirements Can be Waived in a Collective Bargaining Agreement

The requirements of this ordinance, with the exception of the portion protecting employees from violent assault and sexual harassment, may not apply to any employees covered by a bona fide, written collective bargaining agreement, if such a waiver is set forth in clear and unambiguous terms.