

RESOLUTION NO. RES-18-0118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONG BEACH CALLING FOR THE PLACEMENT OF AN INITIATIVE MEASURE ON THE BALLOT TO SUBMIT TO THE QUALIFIED ELECTORS OF LONG BEACH AN AMENDMENT TO THE LONG BEACH MUNICIPAL CODE IN ORDER TO ADD HOTEL WORKPLACE REQUIREMENTS AND RESTRICTIONS, DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURE, AND PROVIDING FOR THE FILING OF PRIMARY AND REBUTTAL ARGUMENTS AND SETTING RULES FOR THE FILING OF WRITTEN ARGUMENTS REGARDING SAID MEASURE TO BE SUBMITTED AT THE NOVEMBER 6, 2018 SPECIAL MUNICIPAL ELECTION

WHEREAS, pursuant to the California Elections Code, a petition has been filed with the City Council of the City of Long Beach ("City"), signed by more than ten percent (10%) of the number of registered voters of the City, proposing an ordinance which would require hotels in Long Beach containing more than fifty rooms to provide personal emergency contact devices for hotel workers; to require reassignment of workers who notify hotel management of threatening behavior towards them, prohibit retaliation against workers for asserting their rights under the ordinance, adopt restrictions on the square footage of hotel areas which may be cleaned in a workday, and establish penalties for failure to comply with the restrictions among other requirements (the "Hotel Worker Measure"); and

WHEREAS, the City Clerk's Office has examined the records of voter registration and has ascertained that the petition was signed by the requisite number of

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1 voters, and has so certified; and

2 WHEREAS, the City Council has not voted in favor of adoption of the Hotel
3 Worker Measure and therefore, pursuant to California Elections Code Section 9215, the
4 Council is authorized to place the Hotel Worker Measure before the City's voters on the
5 November 6, 2018 Special Municipal Election; and

6 WHEREAS, a Special Municipal Election is to be held in the City of Long
7 Beach, California on November 6, 2018, at which the Hotel Worker Measure, among
8 other measures, may be submitted to Long Beach voters; and

9 WHEREAS, pursuant to California Elections Code Sections 9285 and 9286,
10 the City Council desires to set deadlines and rules for the preparation, submittal and
11 printing of arguments and rebuttals for and against the measure described herein;

12 NOW, THEREFORE, the City Council of the City of Long Beach resolves as
13 follows:

14 Section 1. Incorporation of Recitals. The foregoing recitals are true and
15 correct and are hereby incorporated and made an operative part of this Resolution.

16 Section 2. Submission of Measure. Pursuant to California Elections
17 Code Section 9215 and any other applicable requirements of the laws of the State of
18 California relating to charter cities, the City Council hereby calls and orders to be held in
19 the City of Long Beach on Tuesday, November 6, 2018, a Special Municipal Election for
20 the purpose of submitting the ballot measure ordinance attached hereto as Exhibit "A"
21 and incorporated herein by this reference to the qualified electors of the City.

22 Section 3. Ballot Language. The City Council hereby orders that the
23 following question be submitted to the qualified electors of the City of Long Beach at the
24 election to be held on November 6, 2018:

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"LONG BEACH HOTEL WORKER MEASURE. Shall an ordinance be adopted to require Long Beach hotels containing more than 50 rooms to provide personal emergency contact devices for hotel workers, adopt restrictions on the square footage of hotel areas which may be cleaned and establish penalties for failure to comply with the restrictions?"	YES
	NO

Section 4. The minimum vote requirement for the Measure to pass is a simple majority (50%+1) of the votes cast.

Section 5. Impartial Analysis. Pursuant to Long Beach Municipal Code Section 1.24.020 and the California Elections Code Section 9280, the City Council hereby directs the City Clerk to transmit a copy of the Hotel Workers Measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the Measure, not to exceed 500 words in length, showing the effect of the Measure on the existing law and the operation of the Measure, and transmit such impartial analysis to the City Clerk not later than the deadline for submittal of primary arguments for or against the Measure.

The impartial analysis shall include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the Measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-point bold type, the following:

"The above statement is an impartial analysis of Ordinance or Measure _____. If you desire a copy of the ordinance or measure, please call the Office of the City Clerk at [insert phone number] and a copy will be mailed at no cost to you."

Section 6. Primary Arguments. That the City Council authorizes (i) the Mayor, City Council or any member(s) of the City Council, (ii) any appointive officer of the City, (iii) any individual voter eligible to vote on the above measure, (iv) a bona fide association of such citizens or (v) any combination of voters and associations, to file a written argument in favor of or against the City measure, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4,

1 Chapter 3, Division 9 of the Elections Code of the State of California and Long Beach
2 Municipal Code Section 1.24.020, and to change the argument until and including the
3 date fixed below by the City Clerk, after which no arguments for or against the City
4 measure may be submitted to the City Clerk.

5 Section 7. Pursuant to Long Beach Municipal Code Section 1.24.020,
6 the Mayor, with the approval of the City Council, may designate a person, or association
7 of persons, to write arguments either for or against or both for and against the adoption of
8 any measure or proposition placed on the ballot.

9 Section 8. The deadline to submit arguments for or against the City
10 Measure pursuant to this Resolution is declared by the City Clerk to be Friday, August
11 17, 2018, at 4:30 p.m. Each argument shall not exceed three hundred (300) words and
12 shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s)
13 of the author(s) submitting it, or if submitted on behalf of an organization, the name of the
14 organization, and the printed name and signature of at least one of its principal officers
15 who is the author of the argument.

16 Section 9. Rebuttal Arguments. Pursuant to Section 9285 of the
17 Elections Code of the State of California, when the City Clerk has selected the primary
18 arguments for and against the City Measure which will be printed and distributed to the
19 voters, the Clerk shall send copies of the primary argument in favor of the Measure to the
20 authors of the primary argument against, and copies of the primary argument against to
21 the authors of the primary argument in favor. The authors or persons designated by
22 them may prepare and submit rebuttal arguments not exceeding two hundred fifty (250)
23 words. The rebuttal arguments shall be filed with the City Clerk not later than Monday,
24 August 27, 2018 at 4:30 p.m. Authors may change a rebuttal argument until and
25 including the date fixed above by the City Clerk, after which no rebuttal arguments for or
26 against the Measure may be submitted to the City Clerk. Rebuttal arguments shall be
27 printed in the same manner as the primary arguments. Each rebuttal argument shall
28 immediately follow the primary argument which it seeks to rebut.

1 Section 10. Conduct of Election. In all particulars not recited in this
2 resolution, the election shall be held and conducted as provided by law for holding
3 municipal elections.

4 Section 11. Notice; City Clerk Authorization. Notice of the election is
5 hereby given. Additionally, the City Clerk is authorized, instructed and directed to
6 procure and furnish any and all official ballots, notices, printed matter and all supplies,
7 equipment and paraphernalia that may be necessary in order to properly and lawfully
8 conduct the election.

9 Section 12. Election Costs. The City Treasurer is hereby authorized and
10 directed to appropriate the necessary funds to pay for the City's cost of placing the
11 Measures on the election ballot.

12 Section 13. CEQA. The City Council finds that this Resolution is not
13 subject to the California Environmental Quality Act (CEQA) pursuant to Sections
14 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect
15 physical change in the environment), and 15060(c)(3) (the activity is not a project as
16 defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title
17 14, Chapter 3, because it has no potential for resulting in physical change to the
18 environment, directly or indirectly.

19 Section 14. Severability. The provisions of this Resolution are severable
20 and if any provision of this Resolution is held invalid, that provision shall be severed from
21 the Resolution and the remainder of this Resolution shall continue in full force and effect,
22 and not be affected by such invalidity.

23 Section 15. Effective Date; Certification. This resolution shall take effect
24 immediately upon its adoption by the City Council, and the City Clerk shall certify the vote
25 adopting this resolution.

26 Section 16. Prior Resolutions. That all previous resolutions providing for
27 the filing of primary and rebuttal arguments related to City measures are repealed.

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I hereby certify that the foregoing resolution was adopted by the City Council of the City of Long Beach at its meeting of August 7, 2018, by the following vote:

Ayes: Councilmembers: Gonzalez, Pearce, Price,
Supernaw, Mungo, Andrews,
Uranga, Austin, Richardson.

Noes: Councilmembers: None.

Absent: Councilmembers: None.


City Clerk

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ATTACHMENT "A"
HOTEL WORKER MEASURE

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The People of the City of Long Beach do hereby ordain:

Section 1. A new Chapter 5.49, entitled "Hotel Working Conditions," is added to the City of Long Beach Municipal Code, as follows:

5.49.010 - Purpose.

This purpose of this initiative is to protect the safety and improve working conditions of hotel employees in the City.

Hotel employees who work by themselves are vulnerable to crimes and other threatening behavior, including sexual assault. This Chapter enables hotel workers to protect their safety by, among other measures, requiring that hotel employers provide workers who clean guest rooms with panic buttons which they may use to report threatening conduct by a hotel guest and other emergencies. Many instances of sexual assault go unreported to the police. This Chapter also includes provisions that support hotel employees' ability to report criminal and threatening guest behavior to the proper authorities.

Hotel employees who clean guest rooms are also frequently assigned overly burdensome room cleaning quotas and unexpected overtime, which undermines the public interest in ensuring that hotel room cleaners can perform their work in a manner that adequately protects public health and interferes with their ability to meet family and personal obligations. This Chapter includes provisions to assure that workers receive fair compensation when their workload assignments exceed proscribed limits and to prohibit hotel employers from assigning employees overtime work when their shifts exceed 10 hours in a day, except in emergency situations, without obtaining workers' informed consent.

5.49.020 - Definitions.

"*Additional-bed rooms*" means a room with additional beds such as cots or rollaways.

"*Checkout*" means a room where the guests are ending their stay.

"*Emergency*" means an immediate threat to public safety or of substantial risk of property loss or destruction.

"*Guest*" means registered guests, others occupying guest rooms with registered guests, and visitors invited to guest rooms by a registered guest or other occupant of a guest room.

"*Guest room*" means a room made available by a hotel for transient occupancy, consistent with Long Beach Municipal Code section 18.70.030.

"*Hotel*" means structures as defined by Long Beach Municipal Code section 9.02.080, and containing 50 or more guest rooms, or suites of rooms. "Hotel" also includes any contracted,

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leased, or sublet premises connected to or operated in conjunction with the building's purpose, or providing services at the building.

"Hotel employer" means a person who owns, controls, and/or operates a hotel in the City of Long Beach, or a person who owns, controls, and/or operates any contracted, leased, or sublet premises connected to or operated in conjunction with the hotel's purpose, or a person, other than a hotel employee, who provides services at the hotel.

"Hotel employee" means any individual (1) who is employed directly by the hotel employer or by a person who has contracted with the hotel employer to provide services at a hotel in the City of Long Beach; and (2) who was hired to or did work an average 5 hours/week for 4 weeks at one or more hotels.

"Panic button" means an emergency electronic contact device carried by a hotel employee by which the hotel employee may summon immediate on-scene assistance from a security guard or other person employed by the hotel.

"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.

"Room cleaner" means a person whose principal duties are to clean and put in order residential guest rooms in a hotel, regardless of who employs the person.

"Workday" means a 24-hour period beginning at 12:00 a.m. and ending at 11:59 p.m.

5.49.030 - Measures to protect hotel employees from harassment and assault.

A. Panic Buttons

A hotel employer shall provide a panic button to each hotel employee assigned to work in a guest room without other hotel employees present, at no cost to the hotel employee. A hotel employee may use the panic button if the hotel employee reasonably believes there is an ongoing crime, threatening behavior, or other emergency in the hotel employee's presence. The hotel employee may cease work and leave the immediate area of danger to await the arrival of assistance.

B. Notice in Guest Rooms

Each hotel employer shall place a sign on the back of each guest room door, written in a font size of no less than 18 points, that includes the heading "The Law Protects Hotel Housekeepers and Hotel Employees From Threatening Behavior," a citation to this Chapter of the Long Beach Municipal Code, and notice of the fact that the hotel is providing panic buttons to its housekeepers, room servers, and other hotel employees assigned to work in guest rooms without other hotel employees present, in compliance with this Chapter.



C. Hotel Employees' Rights

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A hotel employee who brings to the attention of a hotel employer the occurrence of violence or threatening behavior, including but not limited to indecent exposure, solicitation, assault, or coercive sexual conduct by a guest shall be afforded the following rights.

1. If the hotel employee reasonably believes that his or her safety is at risk and so requests, the hotel employee shall be reassigned to a different floor, or, if none is available for his or her job classification, a different work area, away from the person who is alleged to have engaged in the violence or threatening behavior, for the entire duration of the person's stay at the hotel;

2. The hotel employer shall immediately allow the affected hotel employee sufficient paid time to contact the police and provide a police statement and to consult with a counselor or advisor of the hotel employee's choosing; the hotel employer will permit, but may never require, the complaining hotel employee to report an incident involving alleged criminal conduct by a guest to the law enforcement agency with jurisdiction; and

3. The hotel employer shall cooperate with any investigation into the incident undertaken by the law enforcement agency and/or any attorney for the complaining hotel employee.

5.49.040 - Humane Workload.

A hotel employer shall not require a room cleaner to clean rooms amounting to more than 4,000 square feet of floorspace, or more than the maximum floor space otherwise specified in this Section, in any one, eight-hour workday unless the hotel employer pays the room cleaner twice his or her regular rate of pay for all hours worked by the room cleaner during the workday. If a room cleaner works fewer than eight hours in a workday, the maximum floor space shall be reduced on a prorated basis. When a room cleaner during a workday is assigned to clean any combination of seven or more checkout rooms or additional-bed rooms, the maximum floorspace to be cleaned shall be reduced by 500 square feet for each such checkout or additional-bed room over six. The limitations contained herein apply to any combination of spaces, including guest rooms and suites, meeting rooms or hospitality rooms, and apply regardless of the furniture, equipment or amenities in any rooms.

5.49.050 - Voluntary overtime.

A hotel employer shall not suffer or permit a hotel employee to work more than 10 hours in any workday unless the hotel employee consents. Consents must be written and signed by the hotel employee or communicated electronically through an account or number particular to the hotel employee. No consent is valid unless the hotel employer has advised the hotel employee in writing not more than 30 days preceding the consent that the hotel employee may decline to

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work more than 10 hours in any workday and that the hotel employer will not subject the hotel employee to any adverse action for declining. An assignment in excess of 10 hours in any workday due to an emergency shall not violate this section.

5.49.060 - Preservation of records.

Each hotel employer shall maintain for at least two years for each room cleaner a record of his or her name, pay rates received, and the rooms (or at the hotel employer's option, total amount of square footage) each room cleaner has cleaned on each workday. Each hotel employer shall preserve for at least two years a record of the written consents it received from hotel employees to work more than ten hours during a shift. The hotel employer shall make such records available to employees of the hotel or their representatives for inspection and copying except the hotel employees' names (and any addresses and social security numbers) shall be redacted unless the requester is a hotel employee requesting records concerning herself. Failure of the hotel employer to provide a copy of such records will result in a penalty of at least one hundred dollars (\$100.00) per day up to one thousand dollars (\$1,000.00) per day, the amount to be set by the court.

5.49.070 - No retaliation.

No person shall discharge, reduce in compensation, increase workload, impose fees or charges, change duties or otherwise take adverse action against any hotel employee for opposing any practice proscribed by this article, for participating in proceedings related to this article, for seeking to enforce his or her rights under this article by any lawful means, or for otherwise asserting rights under this article. A person terminating or taking any other adverse action against any hotel employee who has engaged in any of the foregoing activities within one year preceding the termination or other adverse action shall provide to the hotel employee at or before the time of the termination or other adverse action a detailed written statement of the reason or reasons for the termination or other adverse action including all the facts substantiating the reason or reasons and all facts known to the person that contradict the substantiating facts.

5.49.080 – Waiver.

The provisions of this article may not be waived by agreement between an individual hotel employee and a hotel employer. All of the provisions of Sections 5.49.040 and 5.49.050, or any part thereof, may be waived in a bona fide collective bargaining agreement but only if the waiver is explicitly set forth in such agreement in clear and unambiguous terms. Unilateral implementation of terms and conditions of employment by either party to a collective bargaining relationship shall not constitute, or be permitted, as a waiver of all or any part of the provisions of this Section.

5.49.090 –Enforcement.

A. A hotel employee or representative of hotel employees claiming violation of this chapter may bring an action in the Superior Court and shall be entitled to all remedies available under the law or in equity appropriate to remedy any such violation, including but not limited to injunctive relief or other equitable relief, including reinstatement, and compensatory damages and other relief provided in this subsection. In addition to any other remedy to which a hotel employee is entitled under this section, a hotel employer that violates Subsection A of Section 5.49.030 shall be liable to each affected hotel employee for statutory damages in the amount of fifty dollars (\$50) for each day on which a violation occurred; a hotel employer that violates Section 5.49.040 shall be liable to each affected hotel employee for statutory damages in the amount of fifty dollars (\$50) for each day on which a violation occurred; and a hotel employer that violates Section 5.49.050 shall be liable to each affected hotel employee for statutory damages in the amount of fifty dollars (\$50) for each day on which a violation occurred. In the event of a willful violation of Section 5.49.070, the amount of damages attributable to lost income due to the violation shall be trebled. If a hotel employee is the prevailing party in any legal action taken pursuant to this article, the court shall award reasonable attorney's fees and costs as part of the costs recoverable.

B. Each hotel employer shall give written notification to each current hotel employee, and to each new hotel employee at time of hire, of his or her rights under this Section. The notification shall be in each language spoken by more than ten (10) hotel employees.

C. A hotel employer that contracts with another person, including, without limitation, another hotel employer, a temporary staffing agency, employee leasing agency or professional employer organization, to obtain the services of hotel employees shall share all civil legal responsibility and civil liability for violations of this Chapter by that person for hotel employees performing work pursuant to the contract. For the purposes of this subsection, the term "person" shall not include: (1) A bona fide nonprofit, community-based organization that provides services to workers; (2) A bona fide labor organization or apprenticeship program or hiring hall operated pursuant to a collective bargaining agreement.

5.49.100 – Severability.

If any provision or application of this chapter is declared illegal, invalid or inoperative, in whole or in part, by any court of competent jurisdiction, the remaining provisions and portions thereof shall remain in full force or effect. The courts are hereby authorized to reform the provisions of this chapter in order to preserve its maximum permissible effect.

5.49.110 - No Preemption of Higher Standards.

This Chapter does not preempt or prevent the establishment of superior standards or the expansion of coverage by ordinance, resolution, contract, or any other action of the City of Long Beach. This Chapter shall not be construed to limit a discharged hotel employee's right to bring a common law cause of action for wrongful termination.

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5.49.120 – Regulations.

The City shall have authority to adopt rules and regulations consistent with and necessary for the implementation of this Chapter. Such rules and regulations shall have the force and effect of law, and may be relied upon by hotel employers, hotel employees and other parties to determine their rights and responsibilities under this Chapter.

Section 2. Conflicting Measures.

Consistent with City of Long Beach Charter Article XX, Section 2000, and 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 6, 2018 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 10 days after that date.

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