

AN INITIATIVE MEASURE

ADDING ARTICLE VII TO CHAPTER 21 OF THE GLENDALE MUNICIPAL CODE; RELATING TO MINIMUM WAGE AND WAGE PROTECTION

Be it enacted by the People of the City of Glendale of the State of Arizona:

Section 1. A new Article VII is added to Chapter 21 of the Glendale Municipal Code, as follows:

**Article VII—HOTEL AND EVENT CENTER MINIMUM WAGE AND WAGE PROTECTION ACT**

**Sec. 21-186. - Purpose**

THIS ARTICLE IS ADOPTED TO REGULATE THE MINIMUM WAGES AND BENEFITS OF HOTEL AND EVENT CENTER EMPLOYEES WITHIN THE CITY'S GEOGRAPHIC BOUNDARIES, AND THEREBY PROTECT THE HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY OF THE CITY. THESE REGULATIONS ARE IN ADDITION TO OTHER CODES OF THE CITY.

THE CITIZENS OF GLENDALE FIND THAT WAGES PAID TO WORKERS AT HOTELS AND EVENT CENTERS IN GLENDALE 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 ARTICLE BENEFITS THAT INTEREST.

THE CITIZENS OF GLENDALE FURTHER FIND THAT INCOME INEQUALITY IS ONE OF THE MOST PRESSING ECONOMIC, SOCIAL AND CIVIL RIGHTS ISSUES FACING GLENDALE. BY REQUIRING A HIGHER MINIMUM WAGE AND BENEFITS, 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 CITIZENS OF GLENDALE FURTHER FIND THAT 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. 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. 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 CITIZENS OF GLENDALE FURTHER FIND THAT THE CITY HAS MADE SIGNIFICANT FINANCIAL INVESTMENTS TO CREATE A CLIMATE THAT HAS ALLOWED THE HOTEL AND EVENT CENTER INDUSTRY TO THRIVE IN GLENDALE. 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 TO PAY THEIR WORKERS A FAIR WAGE. DOING SO WILL BENEFIT THE LOCAL ECONOMY AND BENEFIT CITY VISITORS, RESIDENTS, AND BUSINESSES.

THE CITIZENS OF GLENDALE FIND THAT 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 ARTICLE INCLUDES PROVISIONS TO ENSURE 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 ARTICLE PROHIBITS HOTEL EMPLOYERS FROM ASSIGNING A WORKER TO A SHIFT THAT EXCEEDS TEN (10) HOURS IN A DAY UNLESS THE WORKER HAS PROVIDED INFORMED CONSENT.

**Sec. 21-187. - Definitions**

IN THIS ARTICLE, UNLESS THE CONTEXT INDICATES OTHERWISE, THE FOLLOWING TERMS OR PHRASES ARE DEFINED AS FOLLOWS:

*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.

*DEPARTMENT* MEANS THE DEPARTMENT OF LABOR STANDARDS, CREATED UNDER THIS ARTICLE.

*DIRECTOR* MEANS THE DIRECTOR OF THE DEPARTMENT OF LABOR STANDARDS.

*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.

*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.

*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.

*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.

*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.

*HOTEL* MEANS AN ESTABLISHMENT IN THE CITY 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 BUILDING* MEANS A STRUCTURE USED AS A HOTEL THAT CONTAINS ONE (1) OR MORE GROUND-FLOOR PUBLIC OR GUEST ENTRANCES.

*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.

*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 AS DEFINED BY THE NATIONAL LABOR RELATIONS ACT AND RELATED ADMINISTRATIVE AND JUDICIAL INTERPRETATIONS.

*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 ATTENDANT* MEANS A HOTEL WORKER WHOSE PRINCIPAL DUTIES ARE TO CLEAN AND PUT IN ORDER GUEST ROOMS IN A HOTEL.

*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, OR 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.

*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

**Sec. 21-188. - Minimum Wages and Benefits Based on Room Cleaning Workload.**

(A) 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 A PREMIUM PAY OF 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 A PREMIUM PAY OF 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.

(B) THE MAXIMUM FLOOR SPACE SET FORTH IN SUBSECTION (A) 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 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 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 SUBSECTION (A) SHALL APPLY SHALL BE REDUCED ON A PRORATED BASIS.

(C) 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.

(D) 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, HOURS WORKED OVER 8 HOURS FOR EACH WORKDAY, AND ANY WRITTEN CONSENTS PROVIDED PURSUANT TO SUBSECTION (C) 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.

**Sec. 21-189. - Hotel and Event Center Minimum Wage Payment Requirements.**

(A) 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.

(B) 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 \$20 PER HOUR, NOT INCLUDING TIPS, GRATUITIES, SERVICE CHARGE DISTRIBUTIONS, AND BONUSES.

(C) BEGINNING JANUARY 1, 2025, 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, 2024, AND AS OF SEPTEMBER 30 IN ANY SUBSEQUENT YEAR FOR FURTHER ANNUAL ADJUSTMENTS, OVER THE LEVEL AS OF SEPTEMBER 30 OF THE PRECEDING

**Sec. 21-190. - Service Charges.**

(A) 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.

(B) 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.

(C) WITHOUT LIMITATION OF THE FOREGOING:

(1) 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;

(2) 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

(3) SERVICE CHARGE AMOUNTS COLLECTED FOR HOTEL PORTERAGE SERVICE SHALL BE PAID TO THE HOTEL WORKERS WHO ACTUALLY CARRY THE BAGGAGE ASSOCIATED WITH THE CHARGE.

(D) 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.

(E) 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.

(F) 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.

(G) 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.

(H) 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.

(I) 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.

**Sec. 21-191. - Limited Waiver.**

(A) THE DIRECTOR SHALL GRANT A WAIVER FROM PARTICULAR REQUIREMENTS OF THIS ARTICLE 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 DIRECTOR 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 DIRECTOR 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 DIRECTOR'S ACTION.

(B) 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

**Sec. 21-193. - 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 ARTICLE, FOR PARTICIPATING IN PROCEEDINGS RELATED TO THIS ARTICLE, FOR SEEKING TO ENFORCE THE WORKER'S RIGHTS UNDER THIS ARTICLE BY ANY LAWFUL MEANS, OR FOR OTHERWISE ASSERTING RIGHTS UNDER THIS ARTICLE. 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.

**Sec. 21-194. - Administrative Regulations.**

THE DEPARTMENT 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 AND WITHIN THE AUTHORITY OF THE DEPARTMENT SHALL CONSTITUTE VIOLATIONS OF THIS ARTICLE AND SHALL SUBJECT THE VIOLATOR TO THE PENALTIES SET FORTH IN THIS ARTICLE.

**Sec. 21-195. - Supersession by Collective Bargaining Agreement.**

THE PROVISIONS OF SECTIONS 21-188 TO 21-190, 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.

**Sec. 21-196. - Department of Labor Standards.**

(A) EFFECTIVE JUNE 1, 2025, THERE IS ESTABLISHED A DEPARTMENT OF LABOR STANDARDS, WHOSE HEAD SHALL BE THE DIRECTOR OF LABOR STANDARDS. THE DIRECTOR'S APPOINTMENT AND REMOVAL SHALL BE IN ACCORDANCE WITH ARTICLE IV OF THE CHARTER. THE DIRECTOR MAY PROMULGATE ADMINISTRATIVE DIRECTIVES FOR THE IMPLEMENTATION OF THIS ARTICLE.

(B) THE PURPOSES AND FUNCTIONS OF THE DEPARTMENT SHALL INCLUDE, BUT NOT BE LIMITED TO: RECEIVING COMPLAINTS FILED BY AGGRIEVED INDIVIDUALS AND INTERESTED PARTIES, INITIATING INVESTIGATIONS OF EMPLOYERS, INITIATING ENFORCEMENT ACTIONS, PERIODICALLY CONDUCTING STUDIES OF LOW-WAGE WORKERS IN THE CITY FOR THE PURPOSE OF GUIDING THE DEPARTMENT'S TARGETED ENFORCEMENT EFFORTS, EDUCATING EMPLOYERS OF THEIR OBLIGATIONS UNDER THIS ARTICLE, AND EDUCATING EMPLOYEES OF THEIR RIGHTS UNDER THIS ARTICLE.

(C) THERE SHALL BE APPOINTED WAGE INVESTIGATORS UNDER THE CITY'S MERIT SYSTEM. IT SHALL BE THE DUTY OF THE WAGE INVESTIGATORS TO INVESTIGATE SUSPECTED VIOLATIONS OF THIS ARTICLE, COMMUNICATE WITH COMPLAINANTS, REPORT AND MAKE RECOMMENDATIONS OF ALL SUSPECTED VIOLATIONS TO THE DIRECTOR, AND INITIATE ENFORCEMENT ACTIONS UNDER THE DIRECTOR'S GUIDANCE.

(D) NOT LATER THAN JUNE 1, 2025, THERE SHALL BE CREATED AN ONLINE METHOD AND A PAPER METHOD FOR INDIVIDUALS TO FILE COMPLAINTS WITH THE DEPARTMENT.

(E) A HOTEL WORKER OR EVENT CENTER WORKER, OR THEIR REPRESENTATIVE, MAY REPORT TO THE DEPARTMENT ANY SUSPECTED VIOLATION OF THIS ARTICLE. THE DEPARTMENT SHALL ENCOURAGE REPORTING BY KEEPING CONFIDENTIAL, TO THE MAXIMUM EXTENT PERMISSIBLE BY STATE LAW, THE IDENTIFYING INFORMATION OF THE HOTEL WORKER OR EVENT CENTER WORKER. NOTWITHSTANDING THIS SUBSECTION, THE DEPARTMENT MAY DISCLOSE THE IDENTIFYING INFORMATION OF A COMPLAINANT WITH THE AUTHORIZATION OF SUCH INDIVIDUAL, BY COURT ORDER, OR IN COMPLIANCE WITH ANY APPLICABLE LAW.

(G) TO AID IN THE ENFORCEMENT OF THIS ARTICLE, THE CITY MAY ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OR OTHER MUNICIPALITIES LOCATED WITHIN THE COUNTY.

**Sec. 21-197. - City Enforcement.**

(A) HOTEL EMPLOYERS AND EVENT CENTER EMPLOYERS SHALL ALLOW THE CITY ACCESS TO PAY AND TIME RECORDS, AND ALL OTHER RECORDS REQUIRED TO BE KEPT UNDER THIS ARTICLE, WITH APPROPRIATE NOTICE AND IN A REASONABLE MANNER. WHERE A HOTEL EMPLOYER OR EVENT CENTER EMPLOYER FAILS TO MAINTAIN SUCH RECORDS, DOES NOT ALLOW THE CITY REASONABLE ACCESS TO SUCH RECORDS, THE ACCOUNT OF THE HOTEL WORKER OR EVENT CENTER WORKER SHALL BE PRESUMED ACCURATE, ABSENT CLEAR AND CONVINCING EVIDENCE TO THE CONTRARY.

(B) IF THE DIRECTOR DETERMINES THAT A VIOLATION OF THIS ARTICLE HAS OCCURRED, THE DIRECTOR SHALL ORDER

**Sec. 21-198. - Private Cause of Action.**

(A) THE RIGHTS AFFORDED TO HOTEL WORKERS AND EVENT CENTER WORKERS UNDER THIS ARTICLE ARE AUTHORIZED BY THE FAIR WAGES AND HEALTHY FAMILIES ACT, AND NOTHING CONTAINED IN THIS SECTION SHALL BE CONSTRUED AS REQUIRING AN AGGRIEVED PARTY TO EXHAUST THE MUNICIPAL REMEDIES STATED HEREIN OR OTHERWISE DEPRIVE ANYONE THE RIGHT TO TAKE ACTION UNDER STATE LAW.

(B) TO THE EXTENT ALLOWABLE BY LAW AND WITHIN THREE YEARS AFTER THE CAUSE OF ACTION ACCRUED, ANY INDIVIDUAL AGGRIEVED BY A VIOLATION OF THIS ARTICLE MAY COMMENCE A CIVIL ACTION AGAINST AN EMPLOYER OR AGAINST A HOTEL EMPLOYER OR EVENT CENTER EMPLOYER IN ANY COURT OF COMPETENT JURISDICTION.

(C) 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 AN INJUNCTION UNDER THIS SUBSECTION MAY BE BROUGHT BY ANY AGGRIEVED HOTEL WORKER OR EVENT CENTER WORKER, OR BY THE CITY ATTORNEY.

(D) ANY PERSON WHO VIOLATES THE PROVISIONS OF THIS ARTICLE 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.

(E) IN A CIVIL ACTION BROUGHT UNDER THIS SECTION, THE COURT SHALL AWARD A PREVAILING HOTEL WORKER OR EVENT CENTER WORKER REASONABLE ATTORNEYS' FEES AND COSTS, INCLUDING EXPERT WITNESS FEES.

(F) 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.

(G) NOTWITHSTANDING ANY PROVISION OF THIS CODE OR ANY OTHER ORDINANCE TO THE CONTRARY, NO CRIMINAL PENALTIES SHALL ATTACH FOR VIOLATION OF THIS ARTICLE. VIOLATION OF THIS ARTICLE SHALL BE A CIVIL INFRACTION.

(H) THIS ARTICLE 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.

(I) THE INITIATION OF AN INVESTIGATION BY THE DEPARTMENT SHALL NOT PREVENT AN AGGRIEVED INDIVIDUAL FROM INITIATING A CIVIL ACTION AGAINST THE SAME HOTEL EMPLOYER OR EVENT CENTER EMPLOYER, AND AN AGGRIEVED INDIVIDUAL NEED NOT EXHAUST ADMINISTRATIVE REMEDIES PRIOR TO INITIATING A CIVIL ACTION.

**Sec. 21-199. - 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.