

ANALYSIS

This ordinance amends Title 8 – Consumer Protection, Business, and Wage Regulations, of the Los Angeles County Code, by adding Chapter 8.21 to Division 2 to establish requirements for hotel employers to limit the number of hotel rooms that hotel workers may be assigned to clean in a work day, to provide additional compensation to hotel workers assigned to clean additional hotel rooms in a work day, and to provide protections and training to promote the personal safety of hotel workers in the unincorporated areas of the County of Los Angeles.

DAWYN R. HARRISON
County Counsel

By 
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Government Services Division

MSB:bl

Requested: 09/06/23
Revised: 08/06/25

ORDINANCE NO. 2025-0041

An ordinance amending Title 8 – Consumer Protection, Business and Wage Regulations of the Los Angeles County Code, to add Chapter 8.21 to Division 2 to establish requirements for hotel employers to provide protections and training to promote the personal safety of hotel workers in the unincorporated areas of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 8.21 is hereby added to read as follows:

CHAPTER 8.21 HOTEL WORKER PROTECTIONS.

8.21.010 Short Title.

8.21.020 Findings and Purpose.

8.21.030 Definitions.

8.21.040 Measures to Protect Hotel Workers From Violent or Threatening Conduct.

8.21.050 Measures to Limit Room Cleaning Workloads.

8.21.060 Public Housekeeping Training.

8.21.070 Limited Waiver for Certain Hotel Employers.

8.21.080 Notice.

8.21.090 Retaliatory Action Prohibited.

8.21.100 Department of Consumer and Business Affairs – Powers and Duties.

8.21.110 Exemption for Collective Bargaining Agreement; Express

Waiver.

8.21.120 Civil Remedies.

8.21.130 Severability.

8.21.140 Operative Dates.

8.21.010 Short Title.

The ordinance codified in this Chapter will be known as the "Los Angeles County Hotel Worker Protections Ordinance."

8.21.020 Findings and Purpose.

Hotel workers are vital contributors to the Los Angeles community, and the hospitality industry is an essential component of the County's economy. Hotel workers who work 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 and improve public safety overall.

The County has received reports from hotel housekeeping staff of being assigned overly burdensome workloads and unexpected overtime. The County has also received reports that hotel housekeeping staff have to skip breaks in order to complete assigned workloads within their eight-hour shift. Ensuring that hotel workers receive fair compensation when their work assignments exceed prescribed limits will promote the public interest and enable hotel workers to receive fair pay for honest work, perform

their work in a manner that adequately protects their personal well-being, and meet personal and family obligations.

Hotel workers are uniquely positioned to identify and report potential threats or crimes, including potential instances of human trafficking, domestic and sexual violence, and the presence of suspicious materials that may be linked to other potential criminal activity.

Thorough housekeeping services are essential to preventing and avoiding the spread of disease and pests that pose potential risks to public health and the enjoyment of guests, and cleaning standards have been enhanced following COVID-19.

Ensuring that hotel workers are provided with adequate training and education to establish a baseline level of knowledge on key issues affecting the public and their own wellbeing will ensure that hotel workers and visitors alike have safe and healthy experiences at hotels in the County.

Given that tourism is one of the largest industries in the County and in the entire region, establishing the foregoing measures for security, fair compensation, workforce stability, and training and education for hotel workers will not only improve working conditions, but also benefit the local and regional economy overall, and thereby promote public health, safety, and welfare.

8.21.030 Definitions.

For the purposes of this Chapter, the terms below have the following meanings:

- A. "Additional Bedroom" 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, which may include any act to discharge, reduce compensation, reduce work hours, alter established work schedules, increase workload, impose fees or charges, or change the 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. "County" means the County of Los Angeles.

E. "Department" means the Los Angeles County Department of Consumer and Business Affairs.

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

G. "Guest" means a registered guest of a Hotel, an individual occupying a Guest Room with a registered Guest, or a visitor invited to a Guest Room by a registered Guest or other individual occupying a Guest Room.

H. "Guest Room" means any room or suite of rooms intended to be used by a Guest of a Hotel for sleeping purposes.

I. "Hotel" means a commercial facility physically located in the unincorporated areas of the County not approved as a dwelling unit with Guest Rooms or suites, provided with or without meals or kitchen facilities, rented to the general public for overnight or other lodging generally and not intended to be the Guest's domicile. This definition also includes accessory Guest facilities such as, but not limited to,

swimming pools, tennis courts, indoor athletic facilities, accessory retail uses, and meeting facilities. This definition includes private clubs with Guest Rooms available for overnight lodging.

J. "Hotel Employer" means any Person who owns, controls, or operates a Hotel, 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.

K. "Hotel Worker" means an individual who is employed by a Hotel Employer to provide services at a Hotel. "Hotel Worker" does not include a managerial, supervisory, or confidential employee.

L. "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. This definition excludes government entities.

M. "Personal Security Device" means a portable Emergency contact device that includes a panic button and is designed so that a Hotel Worker can quickly and easily activate such device to summon to the Hotel Worker's location prompt assistance by a Hotel security officer, manager, or supervisory Hotel staff member designated by a Hotel Employer.

N. "Room Attendant" means a Hotel Worker whose principal duties are to clean and put in order Guest Rooms in a Hotel.

O. "Room Cleaning" means the performance of services or tasks that are required to prepare or maintain the cleanliness of the Hotel Guest Room before, during, or after a Guest's stay. Room Cleaning does not include tasks associated with preparing already-made beds for sleep, maintaining or delivering inventory (e.g. mini-bar, toiletries, towels, extra linens), or inspecting completed Room Cleaning. 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. Making unmade beds, regardless of whether a change of linen is required, is not an excluded activity.

P. "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.

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

8.21.040 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 present in the Guest Room or restroom facility. The Personal Security Device shall be provided at no cost to the Hotel Worker.

2. No Hotel Worker shall be subject to an adverse employment action for activating a Personal Security Device or for ceasing work to await assistance due to the Hotel Worker's good faith belief that Violent or Threatening Conduct or an Emergency is occurring or will imminently occur in the Hotel Worker's presence.

3. A Hotel Employer shall assign a security guard, manager, or supervisory staff member to provide immediate on-scene assistance in the event that a Personal Security Device is activated.

B. Hotel Workers' rights. A Hotel Worker who brings to the attention of a Hotel Employer Violent or Threatening Conduct by a 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 Chapter of the Los Angeles County Code, and notifies Guests that the Hotel Employer provides Personal Security Devices to its Hotel Workers.

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 the effective date of this Chapter or within one month of the Hotel Worker's date of hire.

E. Records. A Hotel Employer shall retain records of incidents where a Personal Security Device was activated for a period of three years from the date of the incident.

8.21.050 Measures to Limit Room Cleaning Workloads.

A. For Hotels with fewer than 40 Guest Rooms, a Hotel Employer shall not require a Room Attendant to clean rooms amounting to a total of more than 4,500 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. For Hotels with 40 or more Guest Rooms, a Hotel Employer shall not require a Room Attendant to clean rooms 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 seven or more Checkout Rooms or Additional Bedrooms during any eight-hour workday, each such Checkout Room or Additional Bedroom shall for purposes of this Subsection count as 500 square feet, regardless of the actual square footage of each room. The limitations contained herein 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 workload amount set forth in Subsection A shall be reduced on a prorated basis if a Room Attendant works less than eight hours in a workday, 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, or total square footage cleaned for each workday, overtime hours worked 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 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.

8.21.060 Public Housekeeping Training.

A. Certification and designation. The Department shall establish a process whereby the Department will certify and designate at least one "Public Housekeeping Training Organization" consistent with the requirements set forth in Subsection B, below. The Department shall perform the certification and designation of the Public

Housekeeping Training Organizations pursuant to the process established by this Subsection.

B. Requirements. In order to become certified as a designated Public Housekeeping Training Organization, the organization shall meet requirements set forth by the Department that shall include, but not be limited to, the following:

1. The Public Housekeeping Training Organization must have experience providing training to Hotel Workers or immigrant low-wage workers, utilize interactive teaching strategies that engage across multiple literacy levels, and provide trainers and educators who are culturally competent and fluent in the language or languages that Hotel Workers understand.

2. The Public Housekeeping Training Organization shall offer a Public Housekeeping Training Program that includes no less than six hours of training, including live and interactive instruction, on the following elements, except that the Department may determine that any element below is separately and sufficiently required by State or local law, in which case the element may be eliminated and the total training time reduced accordingly:

- i. Hotel Worker rights and Hotel Employer responsibilities under this Chapter;
- ii. best practices for identifying and responding to suspected instances of human trafficking, domestic violence, or Violent or Threatening Conduct;

- iii. best practices for effective cleaning techniques to prevent the spread of disease;
- iv. best practices for identifying and avoiding insect or vermin infestations; and
- v. best practices for identifying and responding to the presence of other potential criminal activity.

3. The Public Housekeeping Training Organization may coordinate with a Hotel Employer to ensure that training content aligns where appropriate with the Hotel Employer's policies and procedures. Ultimate discretion regarding training content shall remain with the Public Housekeeping Training Organization, subject to requirements set forth by the Department.

4. The Public Housekeeping Training Organization shall administer a "Public Housekeeping Examination" to Hotel Workers who complete its training program. The Public Housekeeping Examination shall test basic proficiency in the required training elements.

5. The Public Housekeeping Training Organization shall promptly issue a "Public Housekeeping Certificate" to any individual who successfully completes their Public Housekeeping Training Program and Public Housekeeping Examination. A Public Housekeeping Certificate shall be valid for a period of five years.

6. The Public Housekeeping Training Organization shall offer a right of review to an individual who completes the Public Housekeeping Training Program but does not successfully complete the Public Housekeeping Examination.

C. Training program. A Hotel Employer shall contract with a certified Public Housekeeping Training Organization to, no less than annually, conduct a Public Housekeeping Training Program, administer a Public Housekeeping Examination, and issue a Public Housekeeping Certificate to each individual who has successfully completed the Public Housekeeping Training Program and Public Housekeeping Examination. A Hotel Employer shall document compliance with the training requirement set forth in this Section by completing and signing a form as required by the County to certify that the training was conducted. The Public Housekeeping Training Organization that provides such a training shall submit a report to the Department within five days of the training to document the date on which the training was held and the names of all Hotel Workers who received Public Housekeeping Certificates.

D. Certificate. No Hotel Employer shall employ a Hotel Worker to work as a Room Attendant for more than 120 days unless the Hotel Worker presents the Hotel Employer with a valid Public Housekeeping Certificate.

E. Records. Each Hotel Employer shall retain records sufficient to demonstrate compliance with this Section, including a copy of a valid Public Housekeeping Certificate for each Hotel Worker then assigned to work as a Room Attendant.

8.21.070 Limited Waiver for Certain Hotel Employers.

A. Waiver application. The Department shall grant a waiver from the requirements of this Chapter to any Hotel Employer who demonstrates that compliance with this Chapter 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 Department 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 Department to grant or deny a request for waiver under this Section may be appealed to a Hearing Officer appointed pursuant to Chapter 1.25, or through the Office of the County Hearing Officer pursuant to Chapter 2.14.

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 Department under this Section, a Hotel Employer shall provide written notice of the determination to all Hotel Workers employed by the Hotel Employer.

8.21.080 Notice.

A Hotel Employer shall provide written notice of the Hotel Workers' rights set forth in this Chapter to each Hotel Worker at the time of hire or no later than the operative date of this Section, whichever is later. Such written notice shall be provided in English, Spanish, and any other language spoken by five percent or more of the Hotel Workers employed by the Hotel Employer.

8.21.090 Retaliatory Action Prohibited.

No Person shall take an adverse employment action against a Hotel Worker for exercising rights protected under this Chapter. There shall be a rebuttable presumption

that an adverse employment action taken against a Hotel Worker within 90 days of the Hotel Worker's exercise of rights under this Chapter was taken in retaliation for the exercise of such rights.

8.21.100 Department of Consumer and Business Affairs – Powers and Duties.

A. Rulemaking Authority. The Department may establish rules, policies, and procedures governing the administration of this Chapter, and prior to issuance, will provide a copy of the rules, policies, and procedures to the Board of Supervisors.

B. Authority for Contracts. The Department shall have the authority to enter into contracts with consultants, non-profits, community-based organizations, and other Persons in accordance with the County's contracting rules and procedures, to enforce and/or provide enforcement, education and outreach as necessary to perform the Department's responsibilities under this Chapter.

8.21.110 Exemption for Collective Bargaining Agreement; Express Waiver.

All of the provisions of this Chapter, or any part thereof, may be waived in a collective bargaining agreement, but only if the waiver is explicitly set forth in the 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 to constitute, a waiver of all or any of the provisions of this Chapter.

8.21.120 Civil Remedies.

A. Civil action. The County or any aggrieved individual may enforce the provisions of this Chapter 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 Chapter may be enjoined therefrom by a court of competent jurisdiction. An action for injunction under this Subsection may be brought by any aggrieved individual or by any Person who will fairly and adequately represent the interests of an aggrieved individual or individuals.

C. Damages and penalties. Any Person who violates the provisions of this Chapter is liable for any actual damages suffered by any aggrieved individual or for statutory damages up to the amount of \$100 per aggrieved individual per day, whichever is greater, except that statutory damages for failure to maintain records shall not exceed \$1,000 per day in total. 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 party reasonable attorneys' fees and costs, including expert witness fees, except that, notwithstanding section 998 of the Code of Civil Procedure, a prevailing defendant shall not be awarded fees and costs unless the court finds the action was frivolous or unreasonable when brought, or the plaintiff continued to litigate after it clearly became so.

E. Cumulative remedies. 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.

8.21.130 Severability.

If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The County Board of Supervisors hereby declares that it would have adopted this Chapter, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the ordinance would subsequently be declared invalid or unconstitutional.

8.21.140 Operative Dates.

The provisions of this ordinance shall become operative on April 1, 2026, except that Section 8.21.060 shall become operative on October 1, 2026.

[CH821MBCC]

SECTION 2. This ordinance shall be published in The Daily Commerce a newspaper printed and published in the County of Los Angeles.



Kathryn Barger
Chair

ATTEST:

Edward Yen

Edward Yen
Executive Officer -
Clerk of the Board of Supervisors
County of Los Angeles

I hereby certify that at its meeting of October 7, 2025 the foregoing ordinance was adopted by the Board of Supervisors of said County of Los Angeles by the following vote, to wit:

Ayes

Noes

Supervisors Hilda L. Solis
Holly J. Mitchell
Lindsey P. Horvath
Janice Hahn

Supervisors None
Abstain
Kathryn Barger

Effective Date: Pursuant to Section 1

~~Operative Date:~~ _____

Edward Yen

Edward Yen
Executive Officer -
Clerk of the Board of Supervisors
County of Los Angeles

I hereby certify that pursuant to Section 25103 of the Government Code, Delivery of this document has been made.



EDWARD YEN
Executive Officer
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By Nicole Davis Tinkham
Nicole Davis Tinkham
Chief Deputy County Counsel

By Crystal
Deputy