

# CITY OF LOS ANGELES



## RULES AND PROCEDURES IMPLEMENTING THE HOTEL WORKER PROTECTION ORDINANCE

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Note: These Rules and Procedures are posted for consideration by employers and employees to understand their responsibilities and rights. We anticipate that these Rules and Procedures will be updated and encourage those implementing the Hotel Worker Protection Ordinance to check <https://wagesla.lacity.gov/> regularly for the latest guidance available from the Office of Wage Standards. A court enforcing this Ordinance may disagree with this guidance and therefore employers should rely upon the advice of their legal counsel.

# **RULES AND PROCEDURES IMPLEMENTING THE HOTEL WORKER PROTECTION ORDINANCE**

## **SCOPE OF OWS AUTHORITY**

The Department of Public Works, Bureau of Contract Administration, Office of Wage Standards (“OWS”) promulgates these Rules and Procedures pursuant to Section 182 to Article 2 of Chapter XVIII of the Los Angeles Municipal Code (“LAMC”) effective August 12, 2022. The OWS may also amend or revise these Rules and Procedures from time to time, consistent with applicable law.

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## DEFINITIONS

The following definitions shall apply to these Rules and Procedures:

**“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.

**“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.

**“Checkout Room”** means a Guest Room to be cleaned by a Hotel Worker due to the departure of the Guest assigned to that room.

**“City”** means the City of Los Angeles.

**“Division”** means the Office of Wage Standards of the Bureau of Contract Administration within the Department of Public Works.

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

**“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 Building”** means a structure used as a Hotel that contains one or more ground-floor public or Guest entrances.

**“HWPO”** means the Hotel Worker Protection Ordinance.

**“OWS”** means the Department of Public Works, Bureau of Contract Administration, Office of Wage Standards.

**“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, 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.

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**“Special-Attention Room”** means a Checkout Room or a Guest Room for which the occupant declined daily Room Cleaning on the immediately preceding day.

**“Workday”** means any consecutive 24-hour period commencing at the same time each calendar day.

Additional definitions can be found in Section 182.01 to Article 2 of Chapter XVIII of the LAMC.

# RULES AND PROCEDURES IMPLEMENTING THE HOTEL WORKER PROTECTION ORDINANCE

## RULE #1: DETERMINING WHO IS A HOTEL EMPLOYER

**Hotel Employer** includes 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.

**Covered Hotels** include any establishment 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.

1. 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.
2. 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" 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" does not include a Short-Term Rental, as defined in Municipal Code Section 12.22. A 32.

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### **RULE #2: DETERMINING WHO IS A HOTEL WORKER**

**Hotel Worker** includes any person who is employed by a Hotel Employer to provide services at a Hotel.

Managerial, supervisory, and confidential employees are not covered by the Ordinance. Managerial and supervisory employees include employees who have the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other subordinate employees, or the responsibility to direct them, adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not merely of a routine or clerical nature, but requires the use of independent judgment. Confidential employee includes any employee whose duties involve access to confidential information usually in regard to the employer's labor relations.

Also see RULE #7: EXEMPTIONS AND WAIVER.

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## **RULE #3: HOTEL EMPLOYER REQUIREMENTS**

### **Daily Room Sanitizing and Cleaning**

A Hotel shall not implement any program or policy where a Guest Room is not sanitized and cleaned after each and every night that they are occupied. This includes but is not limited to a program in which Guests may receive a financial incentive to opt-out of daily Room Cleaning services.

Example 1: A Hotel provides a discount or food and service vouchers in exchange for Guests to forgo having their room cleaned. This Hotel would be in violation of the HWPO.

Section 182.03(D) does not prevent a Hotel from continuing, modifying or establishing a sustainable environmental “green program,” where Guests are encouraged to re-use linens, bath towels or similar items. A Hotel Employer is not required to clean a Guest Room if a Guest has opted-out of Room Cleaning without any solicitation by the Hotel or when the Guest informs the Hotel that they do not wish to be disturbed. A Guest may, on their own initiative and volition, choose to display a “Do Not Disturb” sign or request that the Hotel refrain from cleaning their Guest Room for a certain day or during the duration of their stay.

### **Preservations of records**

A Hotel Employer shall maintain records and any other documentation for a period of at least three (3) years. However, an aggrieved person claiming a violation of the Ordinance may enforce it through private right of action so it may be in the Hotel Employer’s best interest to maintain records for longer than three (3) years.

Records to be maintained for each Room Attendant include:

1. Room Attendant’s name
2. Rate of pay
3. Pay received
4. Identification of rooms cleaned
5. Actual square footage of each room cleaned
6. Number of Special-Attention Rooms, number of additional Hotel Buildings, number of Additional Bed Rooms, and total square footage cleaned for each Workday
7. Overtime hours worked for each Workday
8. Any written consent provided pursuant to Rule #6
9. Records of completion of training

### **Notice Requirement**

At their time of hire or within thirty (30) days from August 12, 2022, Hotel Workers must be provided written notice of their rights under the Hotel Worker Protection Ordinance, which shall be in the languages known by the Hotel Employer to be spoken by at least ten (10) percent of the Hotel Workers employed by the Hotel. The OWS will provide sample Notices in English, Spanish, and as many languages as possible on <http://www.wagesla.lacity.gov/>.

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## RULE #4: SECURITY PROTECTION FOR HOTEL WORKERS

**“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.

**“Personal Security Device”** means a portable electronic emergency contact device, including but not limited to a panic button, that signals the Hotel Worker’s location and that provides direct contact between a Hotel Worker and a Hotel security guard or responsible manager or supervisor designated by a Hotel Employer to respond to Violent or Threatening Conduct. A Personal Security Device does not include a whistle, noise-maker, alarm bell, or similar device that does not provide direct contact between the Hotel Worker and the designated security officer.

1. A Hotel Employer shall provide a Personal Security Device (maintained in good working order by the Hotel Employer) at no cost to the Hotel Worker that is assigned to work in a Guest Room or restroom facility where other Hotel Workers are not assigned to be present.
2. A Hotel Worker may activate their Personal Security Device whenever they reasonably believe that a Violent or Threatening Conduct or an Emergency is occurring in the Hotel Worker’s presence. Immediately before or after activating the Device, the Hotel Worker may cease work and leave the immediate area of danger to wait for assistance. A Hotel Worker shall not be subject to Adverse Employment Action should they unintentionally activate their Personal Security Device in a context where no Emergency nor Violent or Threatening Conduct is present.
3. (a) A Hotel Employer with sixty (60) or more Guest Rooms shall have a designated and assigned security guard who can receive the alerts from the Personal Security Devices and can provide immediate on-scene assistance if a Personal Security Device is activated.

(b) Hotels with less than sixty (60) Guest Rooms may use the Hotel supervisor or manager if there is no assigned security guard. If the Hotel Employer designates a Hotel manager or supervisory staff member to fulfill the requirements of 182.02 (A)(3), then the Hotel Employer shall provide the following to the designee:

- i. At least three (3) hours of training on the requirements of the HWPO
- ii. Instruction on the proper functions and maintenance of the Hotel’s Personal Security Devices
- iii. The protocols for responding to an activated Personal Security Device.

Training shall be conducted annually and the Hotel Employer shall maintain records for at least three (3) years to show attendance of the training.

(c) A Hotel Employer shall post on the back of the entrance door to each Guest Room and restroom facility in a Hotel a notice that Hotel Workers are protected from Violent or Threatening Conduct and are entitled to Personal Security Devices provided by the Hotel. A Hotel Employer may use the Notice published by the OWS on [www.wagesla.lacity.gov](http://www.wagesla.lacity.gov).

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### **RULE #5: RIGHTS RELATED TO THE PERSONAL SAFETY DEVICE**

#### **A Hotel Worker's Rights include:**

1. Sufficient paid time off 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. A counselor or advisor should be licensed, certified or trained to work with individuals that have experienced trauma, threatening or violent behavior.

Sufficient paid time off depends on the situation and severity of the crime.

2. The Hotel Employer shall not prevent or attempt to prevent a Hotel Worker from reporting Violent or Threatening Conduct to a law enforcement agency.
3. The Hotel Employer shall not take or threaten 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, reasonable accommodations shall be provided when a Hotel Worker has been subjected to Violent or Threatening Conduct.

Reasonable accommodations may include but are not limited to the following:

- a. Modified work schedule
- b. Reassignment to a vacant position
- c. Reasonable adjustment to job structure, workplace facility, or work requirements

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## **RULE #6: MEASURES OF FAIR COMPENSATION**

### **Workload Limitations**

The following workload limitations apply to each eight-hour Workday, and to any combination of spaces, regardless of furniture, equipment or amenities in such rooms assigned to the Room Attendant.

A Room Attendant's rate of pay for each hour worked during the Workday should be equal to or more than twice their regular rate of pay should they be required, or volunteer to clean more than:

- a. 4,000 square feet of floor space in Hotels with 45-59 Guest Rooms
- b. 3,500 square feet of floor space in Hotels with 60 or more Guest Rooms

A Room Attendant's workload shall be reduced by 500 square feet for each:

- a. Special-Attention Room or Additional Bed Room over five
- b. Hotel Building assigned in addition to the first
- c. Additional floor in a Hotel Building in which they must clean more than two floors

The maximum floor space set forth above shall be:

1. reduced on a prorated basis if a Room Attendant works less or is assigned to perform Room Cleaning for less than eight (8) hours in a Workday;
2. increased on a prorated basis for each hour of overtime that a Room Attendant works in excess of eight (8) hours in a Workday;
3. 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.

An employee whose principal duties do not include the cleaning of Guest Rooms in the Hotel would not be covered by the workload limitations outlined above. For example, a non-Room Attendant such as a banquet employee, whose principal duty is to perform services during events held at the Hotel, would not be covered by these workload limitations.

The Hotel Employer shall state the actual square footage of each room in any written assignment it provides to room attendants.

### **Voluntary Overtime**

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 only be valid if the Hotel Employer has notified the Hotel Worker in writing prior to the consent that they may decline to work more than 10 (ten) hours in a Workday and that the Hotel Employer will not subject the Hotel Worker to any adverse employment action for declining. A Hotel Worker maintains the right to revoke a written consent to work overtime for any particular Workday.

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## **RULE #7: EXEMPTIONS AND WAIVER**

### **A. Collective Bargaining Agreement (CBA).**

The provisions of section 182.03, 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.

### **B. One-Year Waiver**

A Hotel Employer may apply for a one-year waiver based on financial hardship. The Hotel Employer must submit a waiver application with supporting evidence of the financial condition and demonstrate that compliance would result in the following:

- A reduction in the Hotel workforce by more than 20%; or
- A reduction in their Hotel Workers' total hours by more than 30%.

A Hotel Employer must provide written notice of its application for the one-year waiver to its Hotel Workers prior to submitting the application.

The Hotel Employer must provide written notice of the determination to its Hotel Workers within three (3) days of receiving the waiver determination from OWS.

A one-year waiver granted by the OWS pursuant to the Hotel Worker Protection Ordinance does not exempt an Employer from complying with any and all federal, state, or local laws and regulations.

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**RULE #8: ENFORCEMENT**

A Hotel Worker claiming a violation of the HWPO may bring a private right of action in Superior Court of the State of California against the Hotel Employer.

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### **RULE #9: RETALIATION**

No employer shall discharge, reduce in compensation, or otherwise discriminate against any worker for opposing any practice proscribed by the Ordinance, for participating in proceedings related to the Ordinance, for seeking to exercise his or her rights under the Ordinance by any lawful means, or for otherwise asserting rights under this article.

Retaliation may also include, but is not limited to, a reduction in hours, demotion, reassignment to a less desirable assignment or location or schedule, or the denial or reduction of other benefits.