

[Emergency Ordinance - Cleaning and Disease Prevention Standards in Tourist Hotels and Large Commercial Office Buildings]

Emergency ordinance to establish cleaning and disease prevention standards in tourist hotels and large commercial office buildings to help contain COVID-19; to require training related to these standards for employees on paid time and to provide certain protections to employees as they perform cleaning duties; to prohibit retaliation against employees for refusing to perform work under conditions they believe may be unsafe or for reporting such conditions or exercising rights protected by the ordinance; and providing for administrative enforcement by the Department of Public Health and financial penalties as authorized by state law.

NOTE: **Unchanged Code text and uncodified text** are in plain Arial font. **Additions to Codes** are in *single-underline italics Times New Roman font*. **Deletions to Codes** are in ~~*strikethrough italics Times New Roman font*~~. **Board amendment additions** are in double-underlined Arial font. **Board amendment deletions** are in ~~Arial font~~. **Asterisks (* * * *)** indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1. Name of Ordinance.

This emergency ordinance shall be known as the “Healthy Buildings Ordinance.”

Section 2. Declaration of Emergency under Charter Section 2.107, and Related Findings.

(a) Section 2.107 of the Charter authorizes passage of an emergency ordinance in cases of public emergency affecting life, health, or property, or for the uninterrupted operation of any City or County department or office required to comply with time limitations established

1 by law. The Board of Supervisors hereby finds and declares that an actual emergency exists
2 that requires the passage of this emergency ordinance.

3 (b) On February 25, 2020, Mayor London Breed proclaimed a state of emergency in
4 response to the COVID-19 pandemic. On March 3, 2020, the Board of Supervisors concurred
5 in the February 25 Proclamation.

6 (c) On March 16, 2020, the County Health Officer issued Order No. C19-07, replaced
7 by Order No. C19-07b on March 31, 2020, extended and replaced by Order No. C19-07c on
8 April 29, 2020, extended and replaced by Order No. C19-07d on May 17, 2020, and extended
9 and replaced by Order No. C19-07e on June 1, 2020, directing San Franciscans to stay in
10 their homes except under certain conditions and follow social distancing requirements when
11 outside the home, and to close many businesses. Order No. C19-07e also allowed a limited
12 number of previously closed businesses to reopen and permitted certain other activities to
13 resume, while the County Health Officer continues to assess the transmissibility and clinical
14 severity of COVID-19.

15 (d) The COVID-19 pandemic precipitated an economic crisis in San Francisco,
16 resulting in tens of thousands of workers being laid off without access to healthcare benefits
17 or income to support their families. Employment in tourist hotels and in commercial office
18 buildings was especially hard-hit, with a large majority of these workplaces closed or
19 operating at minimal capacity due to the public health measures necessary to contain the
20 pandemic.

21 (e) It is a top priority of the Board of Supervisors that hotels and commercial office
22 buildings reopen in the safest manner possible, and as quickly as possible. Key to
23 accomplishing these twin goals is ensuring that these facilities implement cleaning standards
24 that minimize the risks of contracting highly contagious diseases, especially a deadly disease
25 like COVID-19.

1 (f) With Health Officer Order No. C19-04, issued on March 10, 2020, the City has
2 already set a precedent in establishing minimum cleaning standards in environments
3 conducive to the transmission of COVID-19 and other viral pathogens. That order requires
4 operators of Single Resident Occupancy hotels to clean and disinfect frequently touched
5 surfaces, lobbies, bathrooms, kitchens, and other communal areas often throughout the day;
6 to maintain a compliance log of such cleanings; to provide hand sanitizers in all common
7 areas; and to provide soap dispensers at all communal sinks. Health Officer Order No. C19-
8 04 was accompanied with a list of cleaning supplies approved by the Centers for Disease
9 Control (CDC) that are effective against COVID-19 and other viral pathogens.

10 (g) On May 28, 2020, Mayor London Breed announced a phased-in plan for reopening
11 San Francisco's economy over the coming weeks and months, aligned with the State's
12 guidelines and based on San Francisco's risk-modelling to protect the public health and
13 control the spread of COVID-19 (the "Plan"). Under Phase 2b of the Plan, targeted for June
14 15, offices where workers are not telecommuting may reopen. Under Phase 3, targeted for
15 mid-August, hotels, hospitality services, and short-term rentals may reopen.

16 (h) On May 12, 2020, the California Departments of Public Health (CDPH) and
17 Industrial Relations (Cal/OSHA division) issued "COVID-19 Industry Guidance: Hotels and
18 Lodging " to provide guidance for the hotel and lodging industry to support a safe and clean
19 environment for employees and guests in light of the COVID-19 pandemic. The guidance
20 emphasizes that thorough cleaning and disinfecting of sleeping spaces, bathrooms, linens,
21 public areas, and employee work and break areas are key to preventing the spread of COVID-
22 19, keeping employees and guests safe, and building confidence in both employees and
23 guests that their health is of utmost concern to the hospitality industry, which is key to
24 restoring public confidence in the industry. Such public confidence in turn will contribute to
25 the hospitality industry's economic recovery.

1 (i) The Board of Supervisors seeks not only to reduce the spread of COVID-19 in
2 congregate areas where workers and tourists risk exposure to contagious diseases, but also
3 to demonstrate to visitors, residents and workers, that San Francisco hotels and commercial
4 office buildings are, and will remain, among the cleanest and safest facilities in the world.

5 (j) This emergency ordinance is necessary to reduce the spread of COVID-19, while
6 preparing for and aiding in the reopening of large commercial office buildings and the
7 hospitality industry in order to hasten and enhance San Francisco's economic recovery.

8
9 Section 3. Definitions.

10 As used in this ordinance, the following terms shall have the following meanings:

11 "City" means the City and County of San Francisco.

12 "Contagious Public Health Threat" means any contagious, infectious, or communicable
13 disease that the Department may from time to time determine poses an imminent and
14 proximate threat to public health, and includes SARS-CoV-2, the novel coronavirus that
15 causes COVID-19.

16 "Covered Establishment" means a Tourist Hotel or Large Commercial Office Building
17 within the geographic boundaries of the City.

18 "COVID-19" means the Coronavirus Disease 2019.

19 "Department" means the San Francisco Department of Public Health.

20 "Disinfectant" means an Environmental Protection Agency (EPA)-registered product
21 that is qualified for use against Contagious Public Health Threats.

22 "Employee Dining and Break Rooms" mean any space designated by the Operator for
23 Employees to take legally or contractually mandated breaks.

24 "Employee" or "Employees" means full-time and part-time employees, casual or on-call
25 employees, or independent contractors and their employees, who perform work at the

1 Covered Establishment, whether employed or hired directly by the operator of the
2 establishment or by another entity.

3 “Large Commercial Office Building” means any building or Set of Buildings containing
4 more than 50,000 square feet of Office Space. “Large Commercial Office Building” does not
5 include a building or Set of Buildings owned by the City or by any other unit of government,
6 whether local, state, or federal.

7 “Office Space” has the meaning set forth in Planning Code Section 320(f).

8 “Operator” means any person or business entity that employs or hires Employees
9 directly or indirectly at a Covered Establishment.

10 “Set of Buildings” means more than one building on the same lot, adjacent lots, or
11 same block, in each case owned by the same individual or entity, or related companies of
12 such individuals or entities.

13 “Tourist Hotel” means any building or Set of Buildings containing guest rooms or suites
14 of rooms intended or designated to be used for commercial tourist use by providing
15 accommodation to transient guests on a nightly basis or longer, as defined in Administrative
16 Code Section 41.4.

17

18 Section 4. Cleaning Standards for Covered Establishments

19 (a) Each Operator shall establish, implement, and maintain written cleaning
20 standards designed to reduce the transmission of COVID-19 and other Contagious Public
21 Health Threats. Hand washing stations shall be provided on every floor of the Covered
22 Establishment.

23 (b) Disinfectant. The standards under this Section 4 shall provide for disinfection of
24 porous and non-porous surfaces using appropriate Disinfectants . Disinfectants used must be
25 labeled to be effective against viral pathogens. Use of diluted bleach solutions must consist of

1 five tablespoons per gallon of water. Alcohol solutions must contain a minimum of 70%
2 alcohol. If no Disinfectant exists that may be used on non-porous surfaces effectively or
3 without causing damage to the material, the Operator shall use such other cleaning agent as
4 is appropriate for the material while using a Disinfectant on all other surfaces. Each Operator
5 shall follow the manufacturer’s instructions for all cleaning and disinfection products for
6 concentration, application method, and contact time for safe and effective use. Additionally,
7 Employees shall be trained in the proper use of cleaning and disinfection products per the
8 product manufacturer’s guidelines and Cal/OSHA safety requirements.

9 (c) High-contact areas, items, and fixtures. The standards under this Section 4
10 shall identify “high-contact” areas, items, and fixtures with which Employees or guests may be
11 expected to have regular physical contact. These shall include, at a minimum, those areas,
12 items, and fixtures identified in subsections (d) and (e), but shall also include any other high-
13 contact areas, items, and fixtures.

14 (d) Regular cleaning and disinfection. The following shall be cleaned and
15 disinfected at least every 30 minutes, and more frequently where appropriate. For some of
16 the matters addressed in subsections (1)-(9), additional requirements apply as stated.

17 (1) Public areas. All surfaces in lobbies, lounges, waiting areas, hallways,
18 handwashing facilities, other public areas or other areas designated for Employees, such as
19 break and locker rooms, including as surfaces without limitation, walls, floors, windows and
20 glass surfaces, desks, table tops and furniture, countertops, door handles, and light switches.
21 Use of shared beverage and food equipment, for example microwaves and refrigerators
22 shall be discontinued. Porous surfaces such as carpeted floors, rugs, and drapes, shall be
23 disinfected using Disinfectant identified for the item, or where not, using appropriate cleaners
24 indicated for use on these surfaces.

1 (2) Elevators. All surfaces, internal and external, for elevators, including
2 without limitation elevator buttons and controls, walls, floors, and handrails.

3 (3) Stairways, stairwells, and escalators. All surfaces on stairways,
4 stairwells, and escalators, including without limitation handrails.

5 (4) Restrooms. All surfaces, fixtures, and facilities in public and non-public
6 restrooms, including without limitation sinks, faucets, mirrors, soap dispensers, dryers, paper
7 towel dispensers, toilets, doors, walls and floors of bathroom stalls, toilet paper and paper
8 towel dispensers, door handles, walls and floors. Hand sanitizer shall be available in all public
9 restrooms.

10 (5) Meeting rooms. All surfaces in meeting rooms and convention spaces,
11 including without limitation table tops, chairs, dry erase boards, markers, staplers, tape
12 dispensers, remote controls, table projectors, charging ports, podiums, and microphones and
13 other equipment used for transmitting information to attendees. Regular cleaning and
14 disinfecting shall occur, among other times, during meeting breaks.

15 (6) Multi-use instruments and items. Instruments and other items used by
16 multiple individuals such as computer keyboards, touch screens, credit card readers, printers,
17 telephones, light switches, restaurant menus, and ice and vending machines.

18 (7) Doors. Doors and door handles at all exterior entrances, and door
19 handles at interior entrances regularly accessed by multiple Employees and guests. In
20 addition, each Operator shall have dedicated personnel responsible for regularly disinfecting
21 exterior doors, and at any time that such doors cannot open automatically or are propped
22 open, the Operator shall assign an employee to open them.

23 (8) Dining and bar facilities. All surfaces in dining areas, including without
24 limitation dining rooms, lunch areas, restaurants or cafes on the premises that are defined as
25 "Food Facilities" under California Health and Safety Code Section 113789(a), shall be

1 maintained in compliance with the California Health and Code Sections 113700, et seq., or
2 any successor provisions.

3 (9) Shipping and receiving areas. All shipping and receiving areas, including
4 without limitation waste management areas and loading docks.

5 (e) Tourist Hotels. In addition to the requirements of subsection (d), these
6 requirements apply to Tourist Hotels:

7 (1) All surfaces in Tourist Hotel guest rooms that have been occupied in the
8 preceding 24 hours shall be cleaned and disinfected on a daily basis, unless the guest
9 requests otherwise. Such surfaces include, without limitation, walls, windows, mirrors, desks,
10 table tops, furniture, minibars, interior and exterior door handles, interior door locks, faucets,
11 toilets, bed headboards and footboards, light switches, TV remote controls, telephones,
12 keyboards, and touch screens. Porous surfaces such as carpeted floor, rugs, and drapes,
13 shall be disinfected using Disinfectant where available for the item, or where not, appropriate
14 cleaners indicated for use on these surfaces.

15 (2) Bed linens and towels shall be changed no less than daily, unless the guest
16 requests otherwise. Bedscarves and bedspreads shall be changed upon each guest
17 departure. All dirty linens shall be removed and placed in sealed, single-use bags within the
18 guest room before being transported. All dirty linens and laundry shall be cleaned at high
19 temperatures and according to the CDC Guidelines for Environmental Infection Control in
20 Health-Care Facilities.

21 (3) Hand sanitizer dispensers shall be installed in main entrances and exits
22 utilized by Employees and guests and other high-contact public areas, including without
23 limitation fitness centers, pools, salons, check-in and check-out counters, lobbies and
24 lounges, and near elevators and multi-use instruments.

25

1 (4) Restrooms in occupied Tourist Hotel guest rooms shall be cleaned and
2 disinfected once per day, absent special circumstances requiring more frequent cleaning,
3 unless the guest requests otherwise.

4 (5) All local tourist attraction pamphlets, magazines, notepads, and other
5 papers and books customarily left in guest rooms and used by multiple guests over time, shall
6 be removed from guest rooms. Written information of importance to the Tourist Hotel may be
7 provided to guests on a single-use basis or in electronic form; information of importance to
8 guests may similarly be provided by the Tourist Hotel upon request.

9 (6) If a presumptive case of a Contagious Public Health Threat occurs, the
10 guest room must be quarantined and removed from use until the case is cleared or confirmed
11 as a non-threat. If a positive case of a Contagious Public Health Threat occurs, the guest
12 room must undergo a more stringent sanitization protocol per the CDC “Cleaning and
13 Disinfection for Community Facilities” recommendations, or other protocols as may be
14 deemed appropriate by the Department.

15 (7) No Covered Establishment may offer any incentive to any guest to decline
16 guest room cleaning on a daily basis. Guests are presumed to elect daily guest room
17 cleaning unless the guest affirmatively indicates preference not to receive daily room cleaning.

18 (f) Employee protections.

19 (1) Employees directly assisting customers, guests, or members of the public
20 shall be provided with personal hand sanitizers, at no cost to the Employee.

21 (2) Employees shall be provided with all Personal Protective Equipment
22 (PPE) necessary to comply with this Ordinance, at no cost to Employees. Such PPE shall be
23 replaced, cleaned, and used in conformance with manufacturer directions. Medical waste
24 disposal containers shall be provided where needed.

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1 (3) Items, clothing, and equipment that have been used by an Employee but
2 are to be transferred to a new Employee, or used by an Employee on one shift and to be
3 transferred to another Employee on a subsequent shift, shall be cleaned and disinfected
4 before being transferred.

5 (4) Employees shall be given adequate time during their work hours to
6 perform the cleaning and disinfecting duties imposed by this ordinance, and the other
7 requirements imposed by this ordinance.

8 (g) Posting of cleaning standards. Copies of the cleaning standards shall be posted
9 at areas where Employees regularly receive daily instruction regarding work duties and on
10 bulletin boards where the operator regularly posts official communications with employees.
11 Copies of the cleaning standards shall be made available to guests, to Employees, and to
12 Employee bargaining representatives upon request, and shall be translated into any language
13 spoken by 20% or more of Employees at the Covered Establishment. Copies of the cleaning
14 standards shall be submitted electronically to the Department upon request.

15 (h) Guidance of public health authorities. Any other relevant guidance regarding
16 cleaning standards issued by the Department, the California Department of Public Health,
17 Cal/OSHA, and/or other regulatory agencies, or established pursuant to Executive Order of
18 the Mayor, County Health Officer, Governor, State Health Officer, or President shall be
19 followed by the Covered Establishment. In the event of a conflict between this ordinance and
20 cleaning standards adopted by one or more of the authorities named in the prior sentence, the
21 most stringent standards shall apply.

22
23 Section 5. Employee Training.

24 For all Employees assigned cleaning duties pursuant to this ordinance, each Operator
25 shall provide comprehensive and ongoing training for all its Employees in the following

1 subjects: Contagious Public Health Threat symptoms, how Contagious Public Health Threats
2 are spread, prevention of the spread of Contagious Public Health Threats, the requirements of
3 this ordinance, and Employee rights and responsibilities under this ordinance. Such training
4 shall be performed on paid time and shall be conducted in a language in which the Employee
5 is fluent.

6

7 Section 6. No Retaliation or Interference with Protected Rights.

8 (a) No person shall discharge, suspend, or fail to promote any Employee; reduce the
9 compensation, increase the workload, or change the duties of any Employee; impose fees or
10 charges on any Employee; or otherwise take adverse action against any Employee, for
11 opposing any practice proscribed by this ordinance, participating in proceedings related to this
12 ordinance, seeking to enforce the Employee's rights or the rights of another Employee under
13 this ordinance by any lawful means, or otherwise asserting rights under this ordinance.

14 (b) No person shall take any adverse action as described in subsection (a) against
15 any Employee for refusing to perform work that the Employee believes poses a personal
16 health risk or a health risk to others because of a failure to adhere to the requirements of this
17 ordinance.

18 (c) No person shall take any adverse action as described in subsection (a) against any
19 Employee for reporting or disclosing work conditions the Employee believes pose a personal
20 health risk or a health risk to others because of a failure to adhere to the requirements of this
21 ordinance.

22 (d) No person shall interfere with any Employee's exercise of rights protected under
23 this ordinance, including but not limited to rights protected under this Section 6.

24

25 Section 7. Enforcement.

1 (a) The Department shall have authority to enforce these standards under Health
2 Code Sections 594, 595, 596, and 596.5, including by issuance of an order of closure as
3 provided by Health Code Section 596(i)(6), or any successor provisions.

4 (b) Any Employee or former Employee may bring a civil action in the San Francisco
5 Superior Court for violations of this ordinance, and may be awarded:

6 (1) All actual damages (including, but not limited to, lost pay and benefits)
7 suffered by the Employee, or statutory damages in the sum of \$1,000, for each violation
8 whichever is greater; and

9 (2) Exemplary damages, as authorized under California Civil Code Section
10 3294, or any successor provisions; and

11 (3) The court shall award reasonable attorneys' fees and costs to an
12 employee who prevails in any such enforcement action.

13 (c) Nothing in this ordinance shall preclude any person from bringing a civil action
14 based on any requirements set forth in this ordinance, or facts and circumstances that may
15 constitute a violation of this ordinance, where such civil action is otherwise recognized under
16 the law.

17
18 Section 8. Report to the Board of Supervisors.

19 On or before six months following enactment of this emergency ordinance, the
20 Department shall report to the Board of Supervisors on the initial implementation and
21 effectiveness of the ordinance in promoting public health and shall advise the Board on the
22 need for further action. The Department shall make a second report to the Board on or before
23 a date 12 months following enactment, and annually thereafter, on the effectiveness of this
24 ordinance in promoting public health and on the continuing need for the ordinance.

1 Section 9. Undertaking for the General Welfare.

2 In enacting and implementing this emergency ordinance, the City is assuming an
3 undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its
4 officers and employees, an obligation for breach of which it is liable in money damages to any
5 person who claims that such breach proximately caused injury. This emergency ordinance
6 does not create a legally enforceable right by any member of the public against the City.

7
8 Section 10. Severability.

9 If any section, subsection, sentence, clause, phrase, or word of this emergency
10 ordinance, or any application thereof to any person or circumstance, is held to be invalid or
11 unconstitutional by a decision of a court of competent jurisdiction, such decision shall not
12 affect the validity of the remaining portions or applications of the ordinance. The Board of
13 Supervisors hereby declares that it would have passed this ordinance and each and every
14 section, subsection, sentence, clause, phrase, and word not declared invalid or
15 unconstitutional without regard to whether any other portion of this ordinance or application
16 thereof would be subsequently declared invalid or unconstitutional.

17
18 Section 11. Effective Date; Expiration.

19 Consistent with Charter Section 2.107, this emergency ordinance shall become
20 effective immediately upon enactment. Enactment occurs when the Mayor signs the
21 ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within
22 ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the
23 ordinance. Once enacted, this ordinance shall remain in effect for 60 days, unless reenacted
24 as provided by Section 2.107. If not reenacted, it shall expire on the 61st day after enactment.

25

1 Section 12. Supermajority Vote Required.

2 In accordance with Charter Section 2.107, passage of this emergency ordinance by the
3 Board of Supervisors requires an affirmative vote of two-thirds of the Board of Supervisors.

4
5 APPROVED AS TO FORM:
6 DENNIS J. HERRERA, City Attorney

7 By: /s/ Virginia Dario Elizondo
8 VIRGINIA DARIO ELIZONDO
9 Deputy City Attorney

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