

[Health Code - Cleaning and Disease Prevention Standards in Tourist Hotels and Large Commercial Office Buildings]

Ordinance amending the Health Code to establish cleaning and disease prevention standards and practices in tourist hotels and large commercial office buildings to help contain COVID-19, or other contagious public health threats; to require training related to these standards for employees, provide certain protections to employees as they perform cleaning duties, and 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; authorizing the Office of Labor Standards Enforcement to enforce the employee rights and protections under the ordinance; and to provide for administrative enforcement by the Department of Public Health, and for financial penalties and civil actions as authorized by City and 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. Article 11 of the Health Code is hereby amended by revising Section 581, to read as follows:

SEC. 581. PROHIBITED PUBLIC HEALTH NUISANCES.

1 (a) No Person shall have upon any premises or real property owned, occupied or
2 controlled by him, or her, or it, any public nuisance.

3 (b) The following conditions are hereby declared to be a public nuisance:

4 (1) Any accumulation of filth, garbage, decayed or spoiled food, unsanitary
5 debris or waste material, or decaying animal or vegetable matter, unless such materials are
6 set out for collection in compliance with Section 283 of this Code;

7 (2) Any accumulation of hay, grass, straw, weeds, or vegetation overgrowth;

8 (3) Any accumulation of waste paper, litter, or combustible trash unless such
9 materials are set out for collection in compliance with Section 283 of this Code;

10 (4) Any buildings, structures, or portion thereof found to be unsanitary;

11 (5) Any matter or material which constitutes, or is contaminated by, animal or
12 human excrement, urine, or other biological fluids;

13 (6) Any visible or otherwise demonstrable mold or mildew in the interiors of any
14 buildings or facilities;

15 (7) Any pest harborage or infestation, including but not limited to pigeons,
16 skunks, raccoons, opossums, and snakes, except for pigeon harborages that comply with
17 Section 37(e) of this Code;

18 (8) Any noxious insect harborage or infestation including, but not limited to
19 cockroaches, bed bugs, fleas, scabies, lice, spiders or other arachnids, houseflies, wasps,
20 and mosquitoes, except for harborages for honey-producing bees of the genus *Apis* regulated
21 by ~~the~~ California Food and Agriculture Code Sections 29000 et seq. which are not otherwise
22 determined to be a nuisance under State law;

23 (9) Any article of food or drink in the possession or under the control of any
24 person which is tainted, decayed, spoiled, or otherwise unwholesome or unfit to be eaten or
25

1 drunk. The term "food" as used in this ~~subparagraph~~ subsection (b)(9) includes all articles used
2 for food and drink by humans, whether simple, mixed, or compound;

3 (10) Any lead hazards which are within the control of the Owner or Manager of
4 the building, structure, or property. Unless otherwise stated in this Article 11, the term "lead
5 hazards" as used in this ~~subparagraph~~ subsection (b)(10) shall have the same meaning as that
6 set forth in Section 1603 of this Code. ~~For the purposes of this subparagraph, and~~ the term
7 "children" as used in Section 1603 ~~of this Code~~ shall mean any person who is up to 72 months
8 of age. For the purposes of this ~~subparagraph~~ subsection(b)(10), any paint, ~~both whether~~ interior
9 ~~and or~~ exterior, found on buildings and other structures built before 1979 is presumed to be
10 lead-based paint; such presumption may be rebutted by competent evidence demonstrating
11 that such paint is not lead-based paint;

12 (11) Any vacant lots, open spaces, and other properties ~~in the City and County of~~
13 ~~San Francisco~~, which become infested with poison oak (*Toxicodendron diversilobum*) or poison
14 ivy shrub (*Rhus toxicodendron*), hereafter referred to as poisonous growth;

15 (12) Any violation of Section 37 of this Code;

16 (13) Any violation of Section 92 of this Code;

17 (14) Any violation of Section 590 of this ~~Article~~ Code;

18 (15) Any violation~~s~~ of Sections 29.10, 29.17, 29.25, 29.27.-1 or 29.31 of this
19 Code;

20 (16) Any violation of Article 11B of this Code;

21 (~~17~~16) Any violation~~s~~ of rules or regulations the Director adopts to implement
22 the provisions of this Article 11 or applicable provisions of State law; ~~and~~

23 (~~18~~17) Anything else that the Director deems to be a threat to public health and
24 safety.

1 Section 2. The Health Code is hereby amended by adding Article 11B, consisting of
2 Sections 625.1 through 625.7, to read as follows:

3
4 **ARTICLE 11B: HEALTHY BUILDINGS**

5
6 **SEC. 625.1. NAME OF ORDINANCE.**

7 *This Article 11B shall be known as the “Healthy Buildings Ordinance.”*

8
9 **SEC. 625.2. DEFINITIONS.**

10 *As used in this Article 11B, 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 proximate threat*
14 *to public health, and includes SARS-CoV-2, the novel coronavirus that causes COVID-19.*

15 *“Covered Establishment” means a Tourist Hotel or Large Commercial Office Building within*
16 *the geographic boundaries of the City.*

17 *“COVID-19” means the Coronavirus Disease 2019.*

18 *“Department” means the San Francisco Department of Public Health.*

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

21 *“Employee” or “Employees” means full-time and part-time employees, casual or on-call*
22 *employees, or independent contractors and their employees, who perform work as described in Section*
23 *625.3 at the Covered Establishment, whether employed or hired directly by the Operator of the*
24 *Covered Establishment or by another entity.*

1 “Employee Dining and Break Rooms” means any space designated by the Operator for
2 Employees to take legally or contractually mandated breaks, or other breaks, or frequently used by
3 Employees to take such breaks.

4 “Large Commercial Office Building” means any building or Set of Buildings containing more
5 than 50,000 square feet of Office Space. “Large Commercial Office Building” does not include either
6 1) a building or Set of Buildings owned or controlled by the City or by any other unit of government,
7 whether local, state, or federal, or 2) any premises within a building or Set of Buildings leased or
8 occupied by the City or by any other unit of government, whether local, state or federal, for which in
9 either case the City or any other unit of government is required to provide cleaning or other janitorial
10 services.

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

12 “Operator” means any person or business entity that employs or hires Employees directly or
13 indirectly to perform work as described in Section 625.3 at a Covered Establishment.

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

17 “Tourist Hotel” means any building or Set of Buildings containing six or more guest rooms or
18 suites of rooms intended or designated to be used for commercial tourist use by providing
19 accommodation to transient guests on a nightly basis or longer, as defined in Administrative Code
20 Section 41.4. “Tourist Hotel” does not include a hotel, or any guest rooms or suites within such a
21 hotel, procured, leased, rented, or controlled by the City for the purpose of sheltering people as part of
22 the City’s COVID-19 response or response to any other Contagious Public Health Threat.

23
24 **SEC. 625.3. CLEANING STANDARDS FOR COVERED ESTABLISHMENTS.**
25

1 (a) Each Operator shall establish, implement, and maintain written cleaning and disease
2 prevention standards designed to minimize the risk of transmission of the novel coronavirus that causes
3 COVID-19 or other Contagious Public Health Threats as they arise.

4 (b) Hand washing stations shall be provided on every floor of the Covered Establishment.

5 (c) Disinfectant. The cleaning and disease prevention standards established under this
6 Section 625.3 shall provide for disinfection of porous and non-porous surfaces using appropriate
7 Disinfectants. Disinfectants used must be labeled to be effective against viral pathogens. Bleach and
8 alcohol solutions must meet standards approved by the Department for effective use. If no Disinfectant
9 exists that may be used on non-porous surfaces effectively or without causing damage to the material,
10 the Operator shall use such other cleaning agent as is appropriate for the material while using a
11 Disinfectant on all other surfaces. Each Operator shall follow the manufacturer's instructions for all
12 cleaning and disinfection products for concentration, application method, and contact time for safe and
13 effective use. Additionally, Employees shall be trained in the proper use of cleaning and disinfection
14 products per the product manufacturer's guidelines and Cal/OSHA safety requirements.

15 (d) High-contact areas, items, and fixtures. The cleaning and disease prevention standards
16 established under this Section 625.3 shall identify "high-contact" areas, items, and fixtures with which
17 Employees or guests may be expected to have regular physical contact. These shall include, at a
18 minimum, those areas, items, and fixtures identified in subsections (e) and (f), but shall also include
19 any other high-contact areas, items, and fixtures.

20 (e) Regular cleaning and disinfection. The following high-contact areas, items, and fixtures
21 shall be cleaned and disinfected multiple times daily, and more frequently where appropriate. For
22 some of the matters addressed in subsections (e)(1)-(9), additional requirements apply as stated.
23 Unless otherwise stated, references in this Section 625.3 to "surfaces" do not include ceilings.

24 (1) Public and Employee areas. All surfaces in lobbies, lounges, waiting areas,
25 hallways, handwashing facilities, other public areas or other areas designated for Employees, such as

1 break and locker rooms; including as surfaces without limitation, walls, floors, windows and other
2 glass surfaces, desks, table tops and furniture, countertops, door handles, and light switches. Porous
3 surfaces such as carpeted floors, rugs, and drapes, shall be disinfected using Disinfectant identified for
4 the item, or where not, using appropriate cleaners indicated for use on these surfaces.

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

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

9 (4) Restrooms. All surfaces, fixtures, and facilities in public and non-public
10 restrooms, including without limitation sinks, faucets, mirrors, soap dispensers, dryers, paper towel
11 dispensers, toilets, doors, walls and floors of bathroom stalls, toilet paper and paper towel dispensers,
12 door handles, walls, and floors. In addition, hand sanitizer and soap shall be available in all public
13 restrooms.

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

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

22 (7) Doors. Doors and door handles at all exterior entrances, and door handles at
23 interior entrances regularly accessed by multiple Employees and guests. In addition, each Operator
24 shall have dedicated personnel responsible for regularly disinfecting exterior doors, and at any time
25

1 that such doors cannot open automatically or be propped open, the Operator shall assign a gloved
2 employee to open them.

3 (8) Dining and bar facilities. All surfaces in dining areas, including without
4 limitation dining rooms, lunch areas, and restaurants or cafes on the premises that are defined as
5 “Food Facilities” under California Health and Safety Code Section 113789(a), shall be maintained in
6 compliance with the California Health and Code Sections 113700, et seq., or any successor provision.

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

9 (f) Tourist Hotels. In addition to the requirements of subsection (e), these requirements
10 also apply to Tourist Hotels:

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

19 (2) Bed linens and towels shall be changed no less than daily, unless the guest
20 requests that they be changed less frequently. Bed scarves and bedspreads shall be changed upon the
21 end of each guest’s stay in the Tourist Hotel. All dirty linens and laundry shall be cleaned at high
22 temperatures and according to the CDC Guidelines for Environmental Infection Control in Health-
23 Care Facilities.

24 (3) Hand sanitizer dispensers shall be installed in main entrances and exits utilized
25 by Employees and guests and in other high-contact public areas, including without limitation fitness

1 centers, pools, salons, check-in and check-out counters, lobbies, and lounges, and near elevators and
2 multi-use instruments.

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

6 (5) If there is a reasonable basis to believe that a specific guest room was occupied
7 by an individual infected with COVID-19 or any other Contagious Public Health Threat, the Operator
8 must remove the guest room from use until the Department confirms that it is safe for re-use. If the
9 Department confirms that the room was exposed to a positive case of COVID-19 or other Contagious
10 Public Health Threat, the guest room must undergo a more stringent sanitization protocol per the CDC
11 “Cleaning and Disinfection for Community Facilities” recommendations, or other protocols as may be
12 deemed appropriate by the Department.

13 (6) No Tourist Hotel may offer any incentive, of a financial nature or any other
14 nature, to any guest to decline guest room cleaning on a daily basis or otherwise relax the standards
15 set forth in this subsection (f). Guests are presumed to elect daily guest room cleaning unless the guest
16 affirmatively indicates a preference not to receive daily room cleaning.

17 (g) Posting of cleaning and disease prevention standards. Copies of the cleaning and
18 disease prevention standards referenced in subsection (a) shall be posted in areas where Employees
19 regularly receive daily instruction regarding work duties and on bulletin boards where the Operator
20 regularly posts official communications with Employees. Copies of the cleaning and disease prevention
21 standards shall be made available to guests, to Employees, and to Employee bargaining representatives
22 upon request, and shall be translated into any language spoken by 20% or more of Employees at the
23 Covered Establishment. Copies of the cleaning and disease prevention standards shall be submitted
24 electronically to the Department upon request.

1 (h) All Operators shall maintain a compliance log of all cleaning and sanitation performed
2 in compliance with this Section 625.3, and shall make it available to the Department upon request.

3 (i) Guidance of public health authorities. Any other relevant guidance regarding cleaning
4 and disease prevention standards issued by the Department, the California Department of Public
5 Health, Cal/OSHA, the Centers for Disease Control, and/or other regulatory agencies, or established
6 pursuant to Executive Order of the Mayor, County Health Officer, Governor, State Health Officer, or
7 President shall be followed by the Covered Establishment. In the event that such guidance
8 recommends providing employees with a notice related to COVID-19 or other Contagious Public
9 Health Threat (for example, a general exposure advisory or a recommendation of quarantine), each
10 Operator shall ensure that all Employees to which such recommendations relate and their bargaining
11 representatives, if any, receive such notice as expeditiously as possible. In the event of a conflict
12 between this Section 625.3 and cleaning and disease prevention standards adopted by one or more of
13 the public health authorities encompassed within this subsection (i), the most stringent standard shall
14 apply.

15
16 **SEC. 625.4. EMPLOYEE PROTECTIONS, TRAINING, AND NON-INTERFERENCE**
17 **WITH PROTECTED EMPLOYEE RIGHTS.**

18 (a) Employee protections.

19 (1) Employees shall be provided with personal hand sanitizers effective against
20 Contagious Public Health Threats including COVID-19, at no cost to the Employee.

21 (2) Employees shall be provided with face coverings, gloves, and all Personal
22 Protective Equipment (PPE) necessary to safely perform the work required to comply with this Article
23 11B, at no cost to Employees. Such PPE shall be replaced, cleaned, and used in conformance with
24 manufacturer directions. Medical waste disposal containers shall be provided where needed.

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

4 (4) Employees shall be given adequate time during their work hours to perform the
5 cleaning, disinfecting, and disease prevention duties imposed by this Article 11B.

6 (5) If the Department recommends that Employees undergo testing for COVID-19 or
7 any other Contagious Public Health Threat, Operators shall ensure that such Employees may receive
8 testing as recommended by the Department. Such testing shall be at no cost to the Employee, and shall
9 occur on paid time, including time required to travel to and from testing sites.

10 (b) Employee Training. For all Employees assigned cleaning and/or disinfecting duties
11 pursuant to Section 625.3, each Operator shall provide comprehensive and ongoing training in the
12 following subjects: COVID-19 or, as applicable, other Contagious Public Health Threat symptoms,
13 how COVID-19 or other Contagious Public Health Threats are spread, prevention of the spread of
14 COVID-19 or other Contagious Public Health Threats, the requirements of this Article 11B, and
15 Employee rights and responsibilities under this Article. Such training shall be performed on paid time
16 and shall be conducted in a language in which the Employee is fluent.

17 (c) No Operator or Covered Establishment or other person shall discharge, demote,
18 suspend, or fail to promote any Employee, or threaten to do any of the foregoing; reduce the
19 compensation, increase the workload, or change the duties of any Employee, or threaten to do any of
20 the foregoing; impose fees or charges on any Employee, or threaten to do either; or in any manner
21 discriminate or otherwise take adverse action against any Employee, or threaten to do so, for opposing
22 any practice proscribed by this Article 11B, participating in investigations or proceedings related to
23 this Article, seeking to enforce the Employee's rights or the rights of another Employee under this
24 Article by any lawful means, or otherwise asserting rights under this Article.

1 (d) No Operator, Covered Establishment, or any other person shall take any adverse action
2 as described in subsection (c) against any Employee for refusing to perform work that the Employee
3 reasonably believes poses a personal health risk or a health risk to others because of a failure to
4 adhere to the requirements of this Article 11B.

5 (e) No Operator, Covered Establishment, or other person shall take any adverse action as
6 described in subsection (c) against any Employee for reporting or disclosing work conditions the
7 Employee reasonably believes pose a personal health risk or a health risk to others because of a failure
8 to adhere to the requirements of this Article 11B.

9 (f) No Operator, Covered Establishment, or other person shall interfere with any
10 Employee's exercise of rights protected under this Article 11B, including but not limited to rights
11 protected under this Section 625.4.

12 (g) Protections of this Section 625.4 shall apply to any Employee or other person who
13 mistakenly, but in good faith, alleges noncompliance with this Article 11B. Taking adverse action
14 against an Employee or other person within 90 days of their having exercised rights protected under
15 this Article shall raise a rebuttable presumption that the party taking the adverse action did so in
16 retaliation for the exercise of such rights.

17 (h) This Section 625.4 shall be implemented and enforced by the Office of Labor Standards
18 Enforcement, which may promulgate regulations and guidelines for such purposes.

19
20 **SEC. 625.5. ENFORCEMENT.**

21 (a) As stated in Health Code Section 581, a violations of the cleaning or disinfecting
22 standards established under Section 625.3 shall be considered a nuisance under Section 581, or any
23 successor provision.

1 **(b) The Department shall have authority to enforce Section 625.3 under Health Code**
2 **Sections 594, 595, 596, 596.5, 599, 600, and 610, including by issuance of an order of closure as**
3 **provided by Health Code Section 596(i)(6), or any successor provision.**

4 **(c) Any Employee or former Employee may bring a civil action in the San Francisco**
5 **Superior Court for a violation of Section 625.4, and may be awarded:**

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

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

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

13 **(d) Nothing in this Article 11B shall preclude any person from bringing a civil action based**
14 **on any requirements set forth in this article, or facts and circumstances that may constitute a violation**
15 **of this Article, where such civil action is otherwise recognized under the law.**

16
17 **SEC. 625.6. UNDERTAKING FOR THE GENERAL WELFARE.**

18 **In enacting and implementing this Article 11B, the City is assuming an undertaking only to**
19 **promote the general welfare. It is not assuming, nor is it imposing on its officers and employees, an**
20 **obligation for breach of which it is liable in money damages to any person who claims that such breach**
21 **proximately caused injury.**

22
23 **SEC. 625.7. SEVERABILITY.**

24 **If any section, subsection, sentence, clause, phrase, or word of this Article 11B, or any**
25 **application thereof to any person or circumstance, is held to be invalid or unconstitutional by a**

1 decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining
2 portions or applications of the Article. The Board of Supervisors hereby declares that it would have
3 passed this Article and each and every section, subsection, sentence, clause, phrase, and word not
4 declared invalid or unconstitutional without regard to whether any other portion of this Article or
5 application thereof would be subsequently declared invalid or unconstitutional.
6

7 Section 3. Effective Date. This ordinance shall become effective 30 days after
8 enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the
9 ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board
10 of Supervisors overrides the Mayor's veto of the ordinance.
11

12 Section 4. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors
13 intends to amend only those words, phrases, paragraphs, subsections, sections, articles,
14 numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Municipal
15 Code that are explicitly shown in this ordinance as additions, deletions, Board amendment
16 additions, and Board amendment deletions in accordance with the "Note" that appears under
17 the official title of the ordinance.
18

19 APPROVED AS TO FORM:
20 DENNIS J. HERRERA, City Attorney

21 By: /s/ Virginia Dario Elizondo
22 VIRGINIA DARIO ELIZONDO
23 Deputy City Attorney

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