

ORDINANCE NO. 2021-\_\_\_\_\_

**AN ORDINANCE OF THE CITY OF CULVER CITY, STATE OF CALIFORNIA, ESTABLISHING PREMIUM HAZARD PAY FOR ON-SITE GROCERY AND DRUG RETAIL WORKERS**

**WHEREAS**, the novel coronavirus 19 (“COVID-19”) disease is caused by a virus that spreads easily from person to person and may result in serious illness or death, and is classified by the World Health Organization (WHO) as a worldwide pandemic; and

**WHEREAS**, on March 14, 2020, the City Manager, as the Director of Emergency Services, issued a Proclamation of Local Emergency due to the COVID-19 pandemic, which was ratified by the City Council on March 18, 2020 by Resolution No. 2020-R015. Such action followed the Los Angeles County Department of Public Health’s and the Chair of the Board of Supervisor’s declarations of a local health emergency, the State of California’s declaration of a State of Emergency on March 4, 2020, and the declaration of a National Emergency on March 13, 2020; and

**WHEREAS**, after issuing local health emergency declarations, the County of Los Angeles, with guidance from the State of California, issued public health orders requiring the closure or modified operations of numerous business sectors, and ordered the general public to stay safer at home, except to provide essential services and to engage in essential activities, to mitigate the spread and the effects of COVID-19; and

**WHEREAS**, grocery stores and drugstores were determined to be essential businesses, and grocery and drugstore retail workers were identified by the State of California and the County of Los Angeles to be essential workers who continued to report to work throughout the pandemic, to serve their communities, despite the ongoing health hazard of being exposed to COVID-19; and

**WHEREAS**, while several business sectors allowed their employees to work from home, essential grocery and drugstore retail workers have worked on the frontlines of the pandemic, reporting to work onsite to perform their jobs, which includes substantial

1 interaction with the public and significant exposure to a novel and highly infectious disease;  
2 and

3           **WHEREAS**, the Center for Disease Control (CDC) reported that the virus  
4 spreads more readily indoors, placing essential grocery and drug retail workers who must  
5 perform their jobs inside, and with large numbers of customers; at higher risk; and

6           **WHEREAS**, these essential workers live and have lived with daily fear of not  
7 only contracting COVID-19 in the workplace, but bringing it home to their families—often  
8 working for relatively lower wages and benefits; and

9           **WHEREAS**, because of the sacrifice of these essential workers, families  
10 throughout the City continue to have access to the food and supplies they need during the  
11 pandemic, as grocery and drug retail workers ensure a strong supply chain by continuously  
12 restocking food and critical household items, including toilet paper, cleaning supplies,  
13 medicine, and products necessary to maintain the safety, sanitation, and essential  
14 operation of residences; and

15           **WHEREAS**, as a result of the pandemic, grocery and drug retail workers are  
16 tasked with responsibilities they did not have previously, including wearing masks,  
17 practicing social distancing, and frequently wiping down high touch areas, including cash  
18 registers, conveyer belts, and shopping carts for the public; and

19           **WHEREAS**, in 2021 the CDC has reported that multiple COVID-19 variants  
20 are circulating globally that appear to spread more quickly and easily than other variants,  
21 and as coronavirus cases continue to spread throughout the City and the region, the health  
22 threats grocery and drug retail workers face continue to be significant, including the threat  
23 from the potentially more contagious variants of the coronavirus that have been detected in  
24 California; and

25           **WHEREAS**, the risks are especially pronounced among employees who are  
26 Black, Indigenous, and People of Color because they are overrepresented among the retail  
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1 frontline workforce and are disproportionately impacted by the pandemic, which has  
2 exposed and deepened social and economic inequalities; and

3 **WHEREAS**, according to a Brookings Institution analysis from November  
4 2020, the top retail companies in the United States have earned record-breaking profits  
5 during the pandemic, and in total, top retail companies earned on average an extra \$16.7  
6 billion in profit in 2020, while stock prices were up an average of 33 percent, yet the extent  
7 essential workers have received any hazard pay for performing their essential work, such  
8 pay has been limited or inconsistent; and

9 **WHEREAS**, providing hazard pay to essential grocery and drug retail workers  
10 encourages them to continue their work to keep the food and supply chain operating; and

11 **WHEREAS**, through this Ordinance, the City seeks to compensate essential  
12 grocery and drug retail workers for their daily sacrifices and the ongoing risks they and their  
13 families face while providing vital services to the City’s residents during the pandemic; and

14 **WHEREAS**, by requiring premium hazard pay for their work during the  
15 COVID-19 pandemic, the City aims to protect the health and welfare of its essential grocery  
16 and drug retail workers, their families, and the community.

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18 **NOW THEREFORE**, the City Council of the City of Culver City, California,  
19 **DOES HEREBY ORDAIN** as follows:

20 **SECTION 1: DEFINITIONS.**

21 The following definitions shall apply to this Ordinance:

- 22 A. **“City”** means the City of Culver City.
- 23 B. **“Employee”** means any individual who:
- 24 1. In a particular week performs at least two hours of work within  
25 the geographic boundaries of the City for an Employer; and
- 26 2. Qualifies as an Employee entitled to payment of a minimum  
27 wage from any Employer under the California minimum wage law, as provided under  
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1 Section 1197 of the California Labor Code and wage orders published by the  
2 California Industrial Welfare Commission.

3 3. Employee does not include an exempt manager.

4 C. **“Employer”** means a person, as defined in Section 18 of the California  
5 Labor Code, including a corporate officer or executive, that operates:

6 1. A grocery retail store with more than 300 employees nationwide,  
7 and more than ten Employees on-site in the City, that sells primarily food or  
8 household goods, including the sale of produce, meats, poultry, fish, deli products,  
9 dairy products, canned foods, dry foods, beverages, baked foods, and/or prepared  
10 foods; or

11 2. A drug retail store with more than 300 employees nationwide,  
12 and more than ten Employees on-site in the City, that sells a variety of prescription  
13 and nonprescription medicines and miscellaneous items, including, but not limited to,  
14 drugs, pharmaceuticals, sundries, produce, meats, poultry, fish, deli products, dairy  
15 products, canned foods, dry foods, beverages, prepared foods, and other  
16 merchandise; or

17 3. Any site of a retail store with more than 300 employees  
18 nationwide, and more than ten Employees on-site in the City, where:

19 a. The retail store has at least one site in the City over  
20 85,000 square feet that:

21 i. Dedicates 10 percent or more of its sales floor to  
22 groceries, including, but not limited to, produce, meats, poultry,  
23 fish, deli products, dairy products, canned foods, dry foods,  
24 beverages, baked foods, and/or prepared foods; or

25 ii. Dedicates 10 percent or more of its sales floor to  
26 drug retail, including, but not limited to, drugs, pharmaceuticals,  
27 sundries, produce, meats, poultry, fish, deli products, dairy  
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1 products, canned foods, dry foods, beverages, prepared foods,  
2 and other merchandise; and

3 b. The site:

4 i. Dedicates 10 percent or more of its sales floor to  
5 groceries, including, but not limited to, produce, meats, poultry,  
6 fish, deli products, dairy products, canned foods, dry foods,  
7 beverages, baked foods, and/or prepared foods; or

8 ii. Dedicates 10 percent or more of its sales floor to  
9 drug retail, including, but not limited to, drugs, pharmaceuticals,  
10 sundries, produce, meats, poultry, fish, deli products, dairy  
11 products, canned foods, dry foods, beverages, prepared foods,  
12 and other merchandise.

13 D. **“Premium Hazard Pay”** means additional compensation owed to an  
14 Employee in addition to the Employee’s other compensation, including, but not  
15 limited to, salaries, wages, tips, overtime, commissions, piece rate, bonuses rest  
16 breaks, paid leave, and reimbursement for expenses.

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18 **SECTION 2. PREMIUM HAZARD PAY FOR ON-SITE GROCERY AND**  
19 **DRUG RETAIL EMPLOYEES.**

20 An Employee shall be entitled to no less than five dollars (\$5.00) per hour in  
21 Premium Hazard Pay for each hour worked on-site for an Employer in the City. If an  
22 Employer already provides hourly Premium Hazard Pay as of the effective date of this  
23 Ordinance, such compensation may be credited as part of the additional five dollars per  
24 hour required by this section. In no event shall any Premium Hazard Pay provide prior to  
25 the effective date of this Ordinance be credited as part of the compensation due under this  
26 section.

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**SECTION 3: RETALIATORY ACTION PROHIBITED.**

No Employer shall discharge, reduce in compensation, or otherwise discriminate against any Employee for opposing any practice proscribed by this Ordinance, for requesting additional compensation owed under this Ordinance, for participating in proceedings related to this Ordinance, for seeking to enforce his or her rights under this Ordinance by any lawful means, or for otherwise asserting rights under this Ordinance.

**SECTION 4: ENFORCEMENT.**

Any Employee aggrieved by a violation of this Ordinance may bring a civil action in a court of competent jurisdiction against the Employer violating this Ordinance. An Employee, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation, including, without limitation, the payment of any wages unlawfully withheld and/or injunctive relief, and shall be awarded attorney's fees and costs.

**SECTION 5: NO WAIVER OF RIGHTS.**

Any waiver by an Employee of any or all of the provisions of this Ordinance shall be deemed contrary to public policy and shall be void and unenforceable.

**SECTION 6: COEXISTENCE WITH OTHER AVAILABLE RELIEF FOR DEPRIVATIONS OF PROTECTED RIGHTS.**

The provisions of this Ordinance are in addition to or independent of any other rights remedies, or procedures available under any other law and do not diminish, alter, or negate any other legal rights, remedies, or procedures available to an Employee.

**SECTION 7: CONFLICTS**

Nothing in this Ordinance shall be interpreted or applied to create any power or duty in conflict with any federal or state law.

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**SECTION 8: RULES AND REGULATIONS.**

The City Manager or their designee shall promulgate Rules and Regulations that will be updated when necessary consistent with this Ordinance for further clarification of the provisions of this Ordinance if warranted. The Rules and Regulations shall be posted on the City’s website.

**SECTION 9: SUNSET**

This Ordinance shall sunset 120 days after the effective date of this Ordinance.

**SECTION 10. ENVIRONMENTAL DETERMINATION.**

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to CEQA guidelines, California Code of Regulations, Title 14, Chapter 3, §15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment] and §15060(c)(3) [the activity is not a project as defined in §15378] because it has no potential for resulting in physical change to the environment, directly or indirectly.

**SECTION 11. EFFECTIVE DATE.**

Pursuant to Section 619 of the City Charter, this Ordinance shall take effect thirty (30) days after its adoption.

**SECTION 12. SEVERABILITY.**

The City Council hereby declares that, if any provision, section, subsection, paragraph, sentence, phrase or word of this Ordinance is rendered or declared invalid or unconstitutional by any final action in a court of competent jurisdiction or by reason of any preemptive legislation, then the City Council would have independently adopted the remaining provisions, sections, subsections, paragraphs,

1 sentences, phrases or words of this Ordinance and as such they shall remain in full force  
2 and effect.

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**SECTION 13. PUBLICATION.** Pursuant to Sections 616 and 621 of the City

Charter, prior to the expiration of fifteen (15) days after the adoption, the City Clerk shall  
cause this Ordinance, or a summary thereof, to be published in the Culver City News and  
shall post this Ordinance or a summary thereof in at least three places within the City.

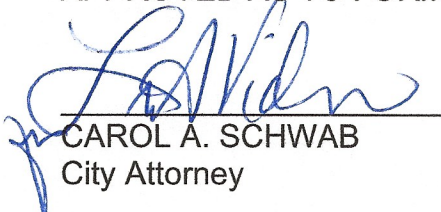
APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
ALEX FISCH, MAYOR  
City of Culver City, California

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
JEREMY GREEN  
City Clerk

  
\_\_\_\_\_  
CAROL A. SCHWAB  
City Attorney