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### 3.0 Law & Legal CLE Credit – A/V Approval # 111 0809

Recording Date – June 18, 2019

Recording Availability – July 1, 2019

| Meeting Location                                                            | Date                     | Time                   | Topic                                      |
|-----------------------------------------------------------------------------|--------------------------|------------------------|--------------------------------------------|
| King County Bar Association<br>1200 Fifth Avenue – Suite 700<br>Seattle, WA | Friday,<br>June 18, 2019 | 10:30 AM to<br>1:30 PM | Seattle’s new Domestic<br>Worker Ordinance |

#### AGENDA

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10:30-11:00 | <p><b>Introduction</b></p> <ul style="list-style-type: none"> <li>● <b>The organizing campaign behind the Domestic Workers Ordinance</b> <ul style="list-style-type: none"> <li>○ Silvia Gonzalez, Organizer, Casa Latina; Member, Board member, Domestic Workers Standards Board</li> <li>○ Doris Garcia-Flores, Field Organizer, Working Washington</li> </ul> <i>Organizers from Casa Latina and Working Washington will discuss the national movement for domestic workers rights and the local campaign that led to the ordinance.</i> </li> <li>● <b>Role of domestic worker employers in the movement for domestic workers rights</b> <ul style="list-style-type: none"> <li>○ Stacy Kono, Network Director, Hand in Hand: The Domestic Employers Network</li> </ul> <i>Hand In Hand educates and mobilizes domestic worker employers. Stacy will discuss the key role of employers in the movement for domestic workers rights</i> </li> </ul> |
| 11:00-11:30 | <ul style="list-style-type: none"> <li>● <b>The history of domestic worker exclusion from legal coverage</b> <ul style="list-style-type: none"> <li>○ Andra Kranzler, Program Director, Fair Work Center; Board member, Domestic Workers Standards Board</li> </ul> <i>Fair Work Center will discuss how domestic workers have been excluded from labor law coverage for decades due to a historical legacy of racism and sexism.</i> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 11:30-12:15 | <ul style="list-style-type: none"> <li>● <b>What the new law says: the rights of domestic workers and other key issues</b> <ul style="list-style-type: none"> <li>○ Andrew Kashyap, Senior Attorney, Legal Voice</li> </ul> <i>Legal Voice will discuss the rights granted by the ordinance and other important aspects including the Domestic Workers Standards Board.</i> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|              |                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12:15 - 1:00 | <ul style="list-style-type: none"> <li>• <b>Enforcement of the Domestic Workers Ordinance</b> <ul style="list-style-type: none"> <li>○ Jasmine Marwaha, Policy Analyst, City of Seattle Office of Labor Standards and Monica Beach, Strategic Advisor, City of Seattle Office of Civil Rights</li> </ul> </li> <li>• <i>Representatives of the City agencies that will enforce the ordinance will discuss enforcement issues.</i></li> </ul> |
| 1:00 – 1:30  | <ul style="list-style-type: none"> <li>• <b>How to Get Involved</b> <ul style="list-style-type: none"> <li>○ Danielle Alvarado, Managing Attorney, Fair Work Center Legal Clinic</li> </ul> </li> <li>• <i>Fair Work Center will discuss ways to get involved with supporting domestic workers rights including upcoming legal clinics the Center is hosting</i></li> </ul>                                                                  |

**Biographies**

**Stacy Kono**

Stacy is the Network Director for Hand in Hand. She served most recently as Director of Programs and Practice at the Rockwood Leadership Institute. Prior to Rockwood, Stacy worked at Asian Immigrant Women Advocates (Oakland, CA), where she managed the national Garment Workers Justice Campaign, advanced a worker health and safety initiative, and built an immigrant youth program.

**Sylvia Gonzales**

Sylvia is a community organizer at Casa Latina, a non-profit organization empowering Latino immigrants through economic and educational opportunities. She was one of the 100women who walked 100-mile pilgrimage from a detention center in York County, Pennsylvania to Washington, DC carrying stories of immigrant suffering to the Pope with a message of human dignity.

**Doris Garcia**

Doris is Field Organizer at Working Washington, a nonprofit organization working to build a powerful workers movement to dramatically improve wages and working conditions, and change the local and national conversation about wealth, inequality, and the value of work.

**Andrew Kashyap**

Andrew began his legal career, twenty years ago, as an Equal Justice Works Fellow at the National Employment Law Project in NYC, working to advance the rights of South Asian low-wage immigrant workers, including domestic workers, restaurant workers, and taxi drivers. Here in Seattle, at Columbia Legal Services and SEIU 775, his work has focused on supporting women workers such as farm workers, fast-food workers, and home care workers.

**Andra Kranzler**

Andra is responsible for leading program operations, supporting the outreach team and collaborating with Fair Work Center’s strong network of community partners. She also works with

the Executive Director to set program strategy. She was previously the Intake & Outreach Staff Attorney in the Fair Work Legal Clinic. Andra has been a community advocate in Seattle and South King County for over fifteen years. Prior attending law school, she was a family advocate for people living homeless. After graduating law school, Andra was the Justice in Action Fellow at Columbia Legal Services (CLS), providing critical legal support and advocacy that was instrumental in producing Seattle's groundbreaking priority hire ordinance. Andra later joined CLS as staff attorney with the Institutions Project. Most recently, Andra was a Legislative Aide for Seattle City Councilmember Lisa Herbold. Andra earned her J.D. from Seattle University School of Law and her B.A. in Urban and Regional Planning from Eastern Washington University.

## **HOW DO I EARN CREDIT FOR SELF-STUDY OR AUDIO/VISUAL (A/V) COURSES?**

For pre-recorded A/V (self-study) programs, although the sponsor should apply for accreditation, **lawyers need to report the credits earned for taking the course.**

To add an approved course to your roster, follow the procedures below:

- ❖ Go to the "mywsba" website at [www.mywsba.org/](http://www.mywsba.org/).
- ❖ Log in.
- ❖ Click on the "Access MCLE" link in the "MCLE Info" box on your home profile page.
- ❖ Click on "Add Activity." Search to find the approved course in our system. (See search suggestions on the screen.)

### **Adding a Recorded Course**

Select Recorded Course from the Add New Activity screen.

You can search by Activity ID (**information is included on the first page of the materials that you receive with the recording**) or by specific Activity Details. For the Activity Details search, you can use keywords for the title, sponsor name and date.

After entering your search criteria and selecting Search at the bottom of the screen, a list of possible activities will be provided.

You can select the correct one by clicking the Activity ID. This will take you to the specific activity. Entered the date(s) on which you began and ending viewing this recorded activity.

Then claim the correct credits for which you attended this activity in the Credits Claimed fields and click the Submit button at the bottom of the page.

You will receive a confirmation message at the top of your screen stating, "The activity has been added to your roster."



# Seattle's New Domestic Worker Ordinance

A community movement led effort to create  
protections and rights for domestic workers

# Agenda

- Introduction – Silvia Gonzalez, Doris Garcia, Stacy Kono & Andra Kranzler
- The law – Andrew Kashyap
- Enforcement – Monica Beach & Jasmine Marwaha
- Community Partnership – Danielle Alvarado & Colleen Fontana

Doris Garcia, Fair Work Center &  
Silvia Gonzalez, Casa Latina

# Victoria de Alianza Nacional de Trabajadorxs del Hogar / National Domestic Workers Alliance Victory



**Oregon**



**Illinois**



**New York**



**California**



**Nevada**



**Connecticut**



**Massachusetts**



**Hawaii**

# Linea de Tiempo / Timeline



**¡LA ALCALDESA FIRMA LA LEY!**  
**The Mayor signs the law!**

# Lanzamiento de la campaña/ Launch of the campaign







*Domestic Workers  
Bill of Rights*

*Domestic workers deserve the same rights as all workers.*

*All employers must provide written contracts.*

*Training must be accessible and workers paid appropriately.*

*Health care and retirement.*

*Domestic workers have the right to join unions.*



SEATTLE DOMESTIC  
WORKERS ALLIANCE

WORKING WASHINGTON

WORKING WASHINGTON

WORKING WASHINGTON

WORKING WASHINGTON

WORKING WASHINGTON

CASA

CASA

CASA

CASA

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WORKING WASHINGTON

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# Casas de pañales/ Diaper Houses 3.15.18





# Testimonios de trabajadorxs / Workers Testimonies



# Sesión de escucha con la concejal Teresa Mosqueda/ Listening session with Teresa Mosqueda 6.21.18









# Introducción de la ley/ Introduction of the law 6.21.18







ALL NANNIES  
deserve  
STANDARD  
RIGHTS  
LET ALL DOMESTIC WORKERS JOIN

DOMESTIC  
WORKERS  
POWER  
WE ARE ORGANIZED

Domestic Workers Union  
Bill to Strengthen  
Contracts  
Minimum Wage

Minimum  
WAGE

Domestic  
Workers

OPENING THE DOOR FOR  
DOMESTIC WORKERS' RIGHTS  
SEATTLE

OPENING THE DOOR FOR  
DOMESTIC WORKERS' RIGHTS  
SEATTLE

OPENING THE DOOR FOR  
DOMESTIC WORKERS' RIGHTS  
SEATTLE



# Voto del comité/ Committee Vote

## 7.19.18



# Voto del concilio de la ciudad/ City Council Vote 7.23.18











¡La Alcaldesa firma la ley!  
The Mayor signs the law! 7.27.18







# Seattle Domestic Workers Alliance



# Seattle Domestic Workers Alliance

WORKING  
WASHINGTON



CASA  
LATINA



NATIONAL DOMESTIC  
WORKERS ALLIANCE



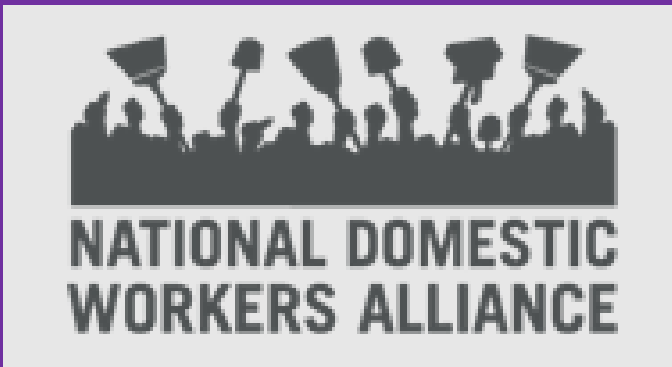
SEIU  
775



# Campaña de la Carta de Derechos

## The Bill of Rights Campaign

### Seattle





Our mission is to build a powerful workers' movement that can dramatically improve wages and working conditions, and change the local and national conversation about wealth, inequality, and the value of work.

- Seattle's landmark \$15 minimum wage
- Led the winning campaign in SeaTac for a \$15 living wage
- Won paid family leave
- Domestic Workers Bill of Rights



Our Mission is to advance the power and well-being of Latino immigrants through employment, education, and community organizing.

- Programs
- Education
- English Classes
- Job Skill Trainings
- Spanish Classes
- Workers' Center
- Worker Defense Committee
- Leadership



The National Domestic Workers Alliance (NDWA) is the nation's leading voice for dignity and fairness for the millions of domestic workers in the United States, most of whom are women.

- Organizing workers
- Winning policy change
- Innovation
- Women's Leadership



Our mission is to unite the strength of all working people and our families, to improve our lives and lead the way to a more just and humane world.

- Wage increases
- Paid vacation
- Health benefits
- Workers and training opportunities



The Fair Work Center empowers workers to achieve fairness at their place of work. We are a hub for workers to understand and exercise their legal rights, improve working conditions and connect with community resources.



## FAIR WORK CENTER

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- Strong community relationships with more than 10 partner organizations.
- Does outreach to workers, including Know Your Rights trainings and Train the Trainer workshops.
- Provides pro bono, client-driven legal advocacy to workers.

# Domestic Workers Bill of Rights

## Minimum wage

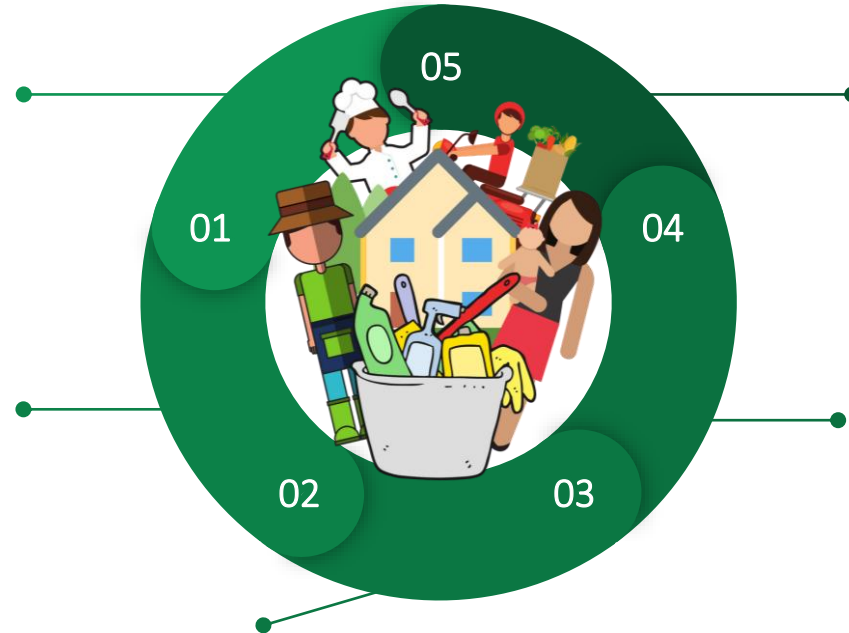
You must be paid at least the minimum wage, like any other worker in Seattle. If you work overtime, you must be paid 1.5 times your regular rate of pay. This applies to live-in workers as well.

## Right to Rest and Meal Breaks

If you can't take a break because of what you do -- for example, if you care for children -- you must be paid extra for the breaks that you miss.

*10 min break—Every 4 hours; paid break and cannot be passed up by workers  
Mini-breaks possible*

*30 min meal break—1 break for 5-11 hours of work, 2 for anything more than 11 hours*



**Your employer cannot use your immigration status against you.**

Your employer may not take any of your personal documents, including immigration documents, and cannot retaliate against you for your immigration status

## Domestic Work Standards Board

You will now have a platform to negotiate with employers for future standards like written contracts, paid time off, health and retirement benefits, trainings, and more.

**You have the right to work free of discrimination and sexual harassment**

If you experience discrimination, harassment or abuse on the job, you have the right to seek justice.

# Stacy Kono, Hand in Hand: The Domestic Employers Network







# Domestic employers & Hiring Entities

# Hand in Hand: The Domestic Employers Network

- Providing **resources and support** people who hire nannies, house cleaners, and home attendants to understand the law and Fair Care practices
- Organizing to support efforts to **win protections for domestic workers**, like the Domestic Workers Ordinance
- Advocating for **good jobs and affordable care** – with the vision of society that values our interdependence



# My Home Is Someone's Workplace



# The Fair Care Pledge





# Organizing to Raise the Standards



Andra Kranzler, Fair Work Center

# **HISTORICAL EXCLUSION OF DOMESTIC WORKERS FROM FEDERAL LABOR AND EMPLOYMENT LAWS**

# Presentation Outline

History of domestic workers exclusion from labor rights

- Slavery
- 13<sup>th</sup> Amendment
- National Labor Relations Act
- Federal Labor Standards Act
- 1964 Civil Rights Act
- Occupational Safety and Health



# Who are Domestic Workers?

- During and after slavery in the U.S., domestic work was predominantly done by African American women.
- In 1970s, domestic work are predominantly done by immigrant women of color.
- 95% of domestic workers are female, American Community Survey
- A 2014 study by the Pew Research Center
  - 45% of domestic workers in the U.S. are immigrants
  - 22% are undocumented.
  - Almost half report that English is not the primary language spoken at home and
  - 32% have less than 12 years of schooling



# Drafting the US Constitution (1787)

“Its not a question of whether the Constitution should protect slavery, its simply a question of property rights.” Delegate John Rutledge of South Carolina

# The Original Constitution, Article I, §9, Cl. 1.

“The migration or importation of Such Persons as any of the States now existing shall think proper to admit, shall not be prohibited by the Congress prior to the Year one thousand eight hundred and eight, but a tax or duty may be imposed on such Importation, not exceeding ten thousand dollars for each person.”

## Dred Scott v. Sandford (1856)

The Supreme Court ruled that African Americans were not citizens of the United States and therefore could not sue in federal court.





## Dred Scott v. Sandford (1857)

Supreme Court Ruled that Congress lacked the power to prohibit slavery in its territories.

# US Civil War

## April 12, 1861

- 1/8 of US Population
- 4 million, mostly all African descent, were held as slaves in 15 southern border states

13<sup>th</sup>  
Amendment  
of the United  
States  
Constitution

- Section 1: Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction.

# 13<sup>th</sup> Amendment Section 1

In 1883, The Supreme Court said, “...actionable conduct under the [13<sup>th</sup>]Amendment includes only “the *inseparable incidents* of the institution” of slavery or “[c]ompulsory service of the slave for the benefit of the master, restraint of his movements ... [and] disability to hold property.”



13<sup>th</sup>  
Amendment  
of the United  
States  
Constitution

Section 2: Congress shall have power to enforce this article by appropriate legislation.

# 13<sup>th</sup> Amendment Section 2

Congress enforces the Thirteenth Amendment when it prohibits conduct or laws that subject individuals to the same type of degradation that slavery imposed. These conditions are called the "badges of slavery," or sometimes "badges of servitude."

# 12 Years of Reconstruction (1866-1877)

The “slave went free; stood a brief moment in the sun; then moved back again toward slavery.”  
W.E.B. Du Bois

# Redemption Period (1878)

Redemption was an organized effort by white merchants, planters, businessmen and politicians that followed Reconstruction.

“Redeemers” employed vicious racial violence and state legislation as tools to prevent black citizenship and equality promised under the 13<sup>th</sup>, 14<sup>th</sup> and 15<sup>th</sup> amendments.



# Key Civil Rights Cases:

- Bailey v. Alabama, [219 U.S. 219](#), 240 (1911)
- Slaughter–House Cases, [83 U.S.](#) (1872)
- Hodges v. United States, [203 U.S.](#) (1906)
- Civil Rights Cases, [109 U.S. 3](#), (1883)
- Plessy v. Ferguson, [163 U.S. 537](#)
- Jones v. Alfred H. Mayer Co., [392 U.S. 409](#), (1968)
- Heart of Atlanta Motel v. United States, [379 U.S. 241](#) (1965)
- Katzenbach v. McClung, [379 U.S. 294](#)

# The National Labor Relations Act (1935)

"employee" does not include independent contractors, agricultural or domestic workers, employees hired by a parent or spouse, managers, and workers already covered by the Railway Labor Act.

# The Trouble for the Domestic Worker

“We only get a small salary . . . when we keep the house, wash, iron the clothes, cook the meals, come to work at 7 a.m. [and] no limit to the hour we get off. No rest on the job, not an hour to lie down or sit down to rest. But we poor Negro women have to work. Our husbands only get a small salary to pay a few bills, that is rent and a few other utility bills, and we must help. And we don't mind the work, but 18 hours out of 24 hours a day is killing our women.” Letter to Ms. Franklin Roosevelt, (1937)

# The Fair Labor Standards Act (1938)

The Fair Labor Standards Act applies to "any individual employed by an employer" but not to independent contractors or volunteers because they are not considered "employees" under the FLSA



# Civil Rights Act of 1964

Prohibits discrimination only in workplaces with more than 15 employees

# FLSA Amended

In 1974

- Exemption for companionship services--that left out Home Care Workers from minimum wage and overtime coverage; and
- Domestic workers also became covered for minimum wage and the wage was increased to \$2.30 per hour.
- Left out live-in DWs from overtime coverage.

In 2015

- FLSA amendments addressed both those issues, limiting them further but not completely eliminating them.
- You must be hired by an agency hiring entity for coverage for overtime, if you are hired by an individual hiring entity a domestic worker does not have a right to overtime.

# Occupational Safety and Health

Enacted in 1975, states,

- As a matter of policy, individuals who, in their own residences, privately employ persons for the purpose of performing for the benefit of such individuals what are commonly regarded as ordinary domestic household tasks, such as house cleaning, cooking, and caring for children, shall not be subject to the requirements of the Act with respect to such employment.

In 2019,

- Self Employed workers are Not Covered under the OSH Act

Andrew Kashyap, Legal Voice





## Seattle's new Domestic Worker Ordinance:

The community movement behind it and what you need to know about the new law

Andrew Kashyap  
Senior Attorney

# Overview of Legal Voice

## Mission and Values:

- ✓ Gender Justice
- ✓ Racial Justice

## Areas of Work

- ✓ Economic Justice
- ✓ Reproductive Rights
- ✓ Gender Based Violence

## Tools

- ✓ Impact Litigation
- ✓ Legislative Advocacy
- ✓ Public Education
- ✓ Community Lawyering



- ❖ *Washington*
- ❖ *Idaho*
- ❖ *Oregon*
- ❖ *Montana*
- ❖ *Alaska*

# Outline of the rights provided by the Seattle Domestic Worker's Ordinance (DWO)

- *Terminology and Acronyms*

- ✓ *Hiring Entity*

- ✓ *DWO=Seattle Domestic Workers Ordinance*

- ✓ *MWO=Seattle Minimum Wage Ordinance*



# What workers are covered by the DWO

## ***Definition of “Domestic Worker” =***

- ***A worker paid by one or more Hiring Entities***
- ***who provides domestic services/ to an individual or household/ in or about a private home***
- ***as one of the following 6 specified types of workers***
  - ***Nanny***
  - ***Housecleaner***
  - ***Gardener***
  - ***Homecare worker***
  - ***Cook***
  - ***Household manager***
- ***Includes:***
  - ***Hourly and Salaried Employees***
  - ***Full time, Part-time and Temp workers***
  - ***Independent Contractors***



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- ***Workers working on a casual basis***
  - *Work that is irregular or uncertain or incidental in time or duration*
  - AND***
  - *Different in nature from the type of paid work which worker is customarily engaged in*
- ***Worker who is in a family relationship with Hiring Entity***
- ***Homecare workers who are not paid through public funds***



# What workers are covered by the DWO (cont.)

- *Independent Contractors are also covered*
  - *Seeks to negate misclassification problem*
  - *Recognizes many independent contractors are low wage workers experiencing exploitation*
  - *Companion bill provides coverage of Independent Contractors under Seattle's employment discrim law*

- ***Independent Contractors are not fully incorporated into Seattle Min Wage law coverage—so no right to OT***



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- ***Provides Independent Contractors with the limited right to receive at least the equivalent of the Seattle Min Wage***
- ***Does not extend protection of any of Seattle's other workers' rights laws to Independent Contractors***
  - ***This includes two key laws that benefit domestic workers:***
    - ***Seattle Wage Theft Law***
    - ***Seattle Paid Sick and Safe Time Law***

# Investigating misclassification as Independent Contractor still important for workers benefit

- **Encourage workers to file claims with OLS**
- **OLS applies the 6 factor Economic Realities Test under WA law**
  - whether as a matter of economic reality the employee is dependent upon the business they are providing service to or not  
*Afkinson vs. Fed Ex Ground Systems* 174 Wn.2d 851 (2012)

# Minimum Wage and Overtime rights

- ***Minimum Wage***
  - ***Under DWO, domestic workers have a right to “at least the equivalent of” the minimum wage for Schedule 2 Employers under MWO***
    - ***Schedule 2 Employers = “Small Employers” under the MWO: 500 or fewer employees***
    - ***Min Wage is \$15/hr for these Employers***
    - ***Small Employers have 2 options for meeting the Min Wage requirements***
      - ***Pay \$15/hr***
      - ***Pay \$12/hr and cover the rest up to \$15 via at least \$3.00 in tips and/or medical benefits***
- ***Overtime Rights***
  - ***Domestic Workers who are not Live Ins or Independent Contractors have rights to OT (covered as Employees)***

# Live-in Domestic Workers Rights

- ***Min Wage:***
  - ***Live Ins excluded from Seattle Min Wage law and State Min Wage Act—but covered by DWO***
    - ***State Min Wage Act exclusion: “Any individual whose duties require that he or she reside or sleep at the place of his or her employment...” RCW 49.46.010(3)***
    - ***Seattle MWO repeats the same exclusion (SMC 12A.28.200(10))***
  - ***DWO says all covered domestic workers have the right to be paid equivalent of Min Wage***



# Live-in Domestic Workers Rights (cont.)

- *Overtime*

- However, no rights of Live In to OT under DWO!
- DWO silent on OT for Live-In, while Seattle Min Wage and State Min Wage exclude OT for Live-In
- Federal Law (FLSA) saves the day—to limited extent. But limited help because:
  - Fed law provides OT only for Live in Workers hired by an Agency not an Individual.
  - Fed Min Wage is so low at \$7.25/hr. Time and a half is \$10.88 compared to \$22.50 or \$19.50 under Seattle Min Wage.
- **Bottom Line: Historical legacy of inequity faced by Live-In domestics continues under DWO—a gap!**

# Meal and Rest Breaks

- **Meal and rest breaks: Seattle first City to adopt this right at local level!!**
  - **Meal breaks**
    - **A worker has a right to a 30 minute uninterrupted meal period every 5 consecutive hours worked for same entity**
    - **The meal period is unpaid unless the worker is required to remain on call at the work site and required to return to work when called**
    - **Meal breaks can be waived (under the preliminary FAQ OLS issued)**
  - **Rest breaks**
    - **A worker has a right to a 10 minute uninterrupted rest break every four hours worked for same entity**
    - **Rest breaks cannot be waived (under their preliminary (FAQ OLS issued)**

# Meal and Rest Breaks (cont.)

- **City in DWO and its FAQ indicates worker has right to both Time Worked + an Additional Penalty when workers miss meal periods or rest breaks due to work responsibilities**
- **Appears fair given the underlying rationale behind breaks: for a worker to be fully relieved from duties, in order to rest.**



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# Meal and Rest Breaks (cont)

- **Some possible solutions to thorny breaks issues in rulemaking**
  - **Distinguish Nannies/Home Care Workers breaks vs. other domestic workers breaks given Nannies and Home Care Workers never truly relieved from duties.**
  - **For Nannies and Home Care workers, consider concept of an “On Duty” meal period and rest break: CA model**
  - **Interference with break by Hiring Entity coercing or impeding break would result in remedies**

# Anti-Harassment Rights

- *New right extends Seattle employment discrimination law (Fair Employment Practices Act) coverage to Domestic Workers who are Independent Contractors*
- *Includes sexual and racial harassment*



# Worker documents

- **A hiring entity shall not keep a worker's original documents or other personal effects (passport, immigration documents, etc.)**

# Notice of Rights

- **OLS shall “make available” a model notice of rights in multiple languages**
- **Content: shall contain an explanation domestic workers rights under the ordinance and space for the hiring entity to state the pay of the domestic worker**

# Domestic Workers Standards Board

- ***Critical new right and innovative body under DWO***
- ***National model: being considered for Federal Domestic Worker Bill of Rights in the works***
- ***Purpose: “To provide a forum for hiring entities, domestic workers, worker organizations and the public to consider, analyze and make recommendations to the City on the legal protections, benefits and working conditions for domestic worker industry standards.”***

**FAIR WORK  
CENTER**



# Standards Board

You have a voice in  
the future of  
domestic work in  
Seattle.  
The new bill creates a  
**Domestic Workers'  
Standards Board.**



The Standards Board will allow **workers**, **employers** and **government** to come together to raise standards for everyone in the industry.







This groundbreaking model gives domestic workers a **voice** in the issues affecting them at work and means **we can build on the foundations** set in the Domestic Workers Bill of Rights year after year.

Together, we can advocate for new standards, including:

Workers' compensation and temporary disability insurance

Written contracts

Training for hiring entities and domestic workers

Paid sick leave, paid family leave, and vacation time

Community-based outreach and enforcement

Health insurance and retirement

Monica Beach, Office of Civil  
Rights & Jasmine Marhawa,  
Office of Labor Standards

# Civil Rights Protections

Discrimination based on a protected class is illegal in:

- Workplaces
- Public places
- Housing
- Contracting



City of Seattle

# Requirements to File

- Covered by Seattle laws
- Happened in Seattle
- 1 year for public places and housing
- 1.5 years for employment and contracting
- Covered business



# Protected Classes in Employment, Public Places, Housing, and Contracting Discrimination

|                    |                    |
|--------------------|--------------------|
| Race               | National Origin    |
| Color              | Ancestry           |
| Sex                | Political Ideology |
| Sexual Orientation | Religion           |
| Gender Identity    | Creed              |
| Age                | Veteran/Military   |
| Disability         | Retaliation        |
| Marital Status     |                    |



|                              |
|------------------------------|
| <b>HOUSING ONLY</b>          |
| Parental Status              |
| Section 8 or Other Subsidy   |
| Alternative Source of Income |

|                        |
|------------------------|
| <b>EMPLOYMENT ONLY</b> |
| Genetic Information    |

|                           |
|---------------------------|
| <b>PUBLIC PLACES ONLY</b> |
| Breastfeeding             |



# Common Types of Employment Discrimination

- Different treatment
- Disparate impact
- Reasonable accommodation
- Religious accommodation
- Harassment
- Retaliation





## Domestic Worker Defined

### Domestic Worker

- Paid by one or more hiring entities; and
- Provides domestic services to an individual or household in or about a private home as a nanny, house cleaner, home care worker, gardener, cook, or household manager



City of Seattle

# Domestic Worker Defined (continued)



## Domestic Worker

- Includes hourly and salaried employees, independent contractors, full-time and part-time workers, and temporary workers
- Does not include any individual who is:
  - Working on a casual basis;
  - In a family relationship with the hiring entity; or
  - A home care worker who is paid through public funds.



# Hiring Entity Defined

## Hiring Entity

- Any individual, partnership, association, corporation, business trust, or any entity, person, or group of persons that pays a wage or pays for the services of a domestic worker.
- Includes any such entity or person acting directly or indirectly in the interest of a hiring entity in relation to the domestic worker.



# Filing a Claim of Discrimination



Charging party  
contacts us



Intake meeting with  
charging party



File charge



Investigate



Outcomes



City of Seattle



# Intake Interview



- Gather information about what happened
  - Attorney, representative, support person, etc. can be present
- Provide information about the process
- Draft charge of discrimination
- Notify business of charge after it is signed
- Provide referrals if needed





# Investigator Role



- Impartial fact-finder
- Assist in resolving disputes
- Confirm we can investigate the case
- Apply legal elements
- Recommend finding to Director



# Enforcement

1. Intake Process and Purpose
2. Pre-Investigation
3. Summary of Investigation Process



## Enforcement

### Need for Clarity

- Many employers don't know they are employers
  - Domestic employers need to comply with current laws like minimum wage and paid sick and safe leave.
  - *What's new: "Hiring Entities"*
- Many workers don't know they are entitled to labor standards
- Misclassification issues are rampant in this industry, so it is likely that an original DWO complaint will lead to an investigation of other "employee" rights such as Paid Sick and Safe Time and Wage Theft (especially, overtime and meal and rest breaks).



# Enforcement

## “Awareness” Phase of Enforcement

- July 1 effective date
- OLS will require the hiring entity to pay back wages and interest, but not liquidated damages, civil penalties, or fines...*except in cases of:*
  - 1) Retaliation
  - 2) Unlawful retention of documents or personal effects
  - 3) Employment relationship exists

## Next Steps on Rulemaking

- September
  - Publish Draft Rules
  - 30-Day Comment Period
- October
  - Finalize Rules



Rulemaking:  
Who is  
Covered?

- Definition of workers:
  - Nanny, Housecleaner, Home Care Worker, Cooks, Gardener
- Exceptions
  - What does it mean to work on a “casual basis?”
  - How should “family relationship be defined?
  - What if you are not solely paid from public funds?
- Location of Service
  - What if it changes throughout the day, week, or course of employment?



M is a full-time housekeeper for an elderly couple in Seattle. M works Monday-Friday and Sunday from 8:00 AM to 4:00 PM and earns \$15.00/hour. M is responsible for cleaning the entire house including, laundry, dog walking, preparing and cooking all meals, and occasional gardening. Additionally, M runs errands (using the couple's car) such as grocery shopping, dry cleaning, and other tasks as asked. M usually takes one, 15 minute break before lunch and a 30-minute paid meal break around 1 PM each day.

Hypothetical!

- Is M covered under the Domestic Worker's Ordinance?
- What rights is M entitled to under the DWO?
- Is M making the correct minimum wage?
- Is M receiving proper meal and rest breaks?
- Is M covered by any other Seattle Ordinances? Why or why not?



City of Seattle



## Hypothetical!

J runs a small house cleaning business. J has been cleaning houses throughout Seattle part-time to supplement their family's income. J works alone. J solicits work by posting ads on Craigslist, Facebook, Yelp, and by word of mouth.

J has been cleaning the Family's 4-bedroom house for several years. J spends approximately 4 hours cleaning one day a week every week. However, the day and time often change based on the Family's needs. Because of the longstanding relationship, J currently charges \$14.00/hour.

- Is J covered under the Domestic Worker's Ordinance?
- What rights is J entitled to under the DWO?
- Is J making the correct minimum wage?
- Has the Family violated the DWO?



## Rulemaking: Who is Liable?

- “Hiring entity”
  - pays a wage or pays for the services of a domestic worker
    - Direct or indirect
    - When an individual or household contracts with a separate hiring entity for domestic services, the separate hiring entity is solely liable for violations unless the individual or household **interferes** with the rights established by the ordinance.
- When are household joint employers
- What about App-Based Services?
- What does it mean to "interfere?"



## Rulemaking: Breaks?

10-minute uninterrupted rest break for every 4 hours of work; additional 30-minute uninterrupted meal period if working more than 5 hours

*The meal period shall be unpaid unless the domestic worker is required to remain on-call at the prescribed work site and is required to return to work when called.*

- What does it mean to have an “uninterrupted” break?
- Is it possible to waive a meal break?



## Hypothetical!

Q works for a Acme Landscapers and Yard Cleaning Services, which does yard work for many regular clients, though they are not necessarily at a house at a regular day or time. When Q goes to the B Family's house, they often have a lot of work to get done, including landscaping that goes beyond yard maintenance. When Q stopped working to take their break on building a small retaining wall for the B Family, they sat with them and discussed the merits of different types of bark for 10 minutes. Then they asked Q to do a couple additional things before they left for the day. Q did not want a bad review, so they did the extra work and skipped lunch.

- Is Q covered under the DWO?
- Did Q get an uninterrupted break?
- Is Q entitled to additional pay?
- Has the Family violated the DWO?
- How would this be different if Family B had hired Q from a “matchmaker” website or app?



## Hypothetical!

"Z" watches a family's 18-month old child on Tuesday and Thursday from 8:30 AM to 5:00 PM every week in Seattle. When Z was hired, Z and the private household entered into an employment contract. The contract included Z's hourly wage of \$25.00/hour, their schedule, 2 paid sick days, and 4 vacation days. The Private Household also agreed to pay Z's state and federal taxes.

Z gets a break when the baby naps and generally eats their lunch at this same time. Although Z is free to check their phone or watch TV during the baby's nap, sometimes they also do laundry, dishes, or clean up after the baby. However, even when the baby is napping, Z carries the video monitor with them and is always on alert in case the baby wakes up.

- Is Z covered under the Domestic Worker's Ordinance?
- Is Z an employee?
- Is Z receiving proper meal and rest breaks?



Danielle Alvarado, Fair Work  
Center & Colleen Fontana, Casa  
Latina



# ENFORCEMENT STRATEGIES FROM A COMMUNITY PERSPECTIVE



**FAIR WORK  
CENTER**



# Fair Work Center Legal Clinic

- Nonprofit legal services organization in Washington dedicated to employment law
- Serving low-wage, immigrant, and otherwise vulnerable workers
- Raising the floor through individual advice and representation, impact litigation, and advocacy
- Grounded in partnerships with community organizations



# Enforcing the Domestic Worker Ordinance

- Why does enforcement matter?
  - Making worker protections real is always a challenge for low wage workers
  - Enforcement efforts highlight gaps
- What are we enforcing?
  - The ordinance
  - The worker organizing in Seattle and nationally that helped make the ordinance a reality



# Co-Enforcement Model



# Why Co-Enforcement?

## Challenges

- Enforcement resources are always limited
  - Gov't and nonprofit
- Not all workers trust or know how to navigate enforcement systems

## Opportunities

- Placing enforcement resources in community organizations builds worker confidence in enforcement tools
- Expands reach of enforcement to better track industry practices and trends
- Co-enforcement changes norms



# Fair Work Collaborative

## FWC

Outreach and Education Team

Legal Clinic

## Community Partners

Somali Community Services

Latino Community Fund

LGBTQ Allyship

API Chaya

21 Progress

Al Noor Islamic Center

Bayan PNW

Partners in Employment

**Seattle Domestic Workers Alliance**



**FAIR WORK  
CENTER**





Casa Latina  
Worker Defense  
Committee



**FAIR WORK  
CENTER**

# Worker Defense Committee



- Worker led
- Organizing approach to cases and wage recovery
- Committee leads meetings of workers, sends demand letters, calls employers, and plans direct actions
- Promotoras
- Role of Lawyers



# Promotoras and the Domestic Worker Ordinance

- 6 Workers Rights Enforcement Promoters
- 8 Domestic Worker Bill of Rights Promoters about to begin
- Reaching workers, providing information, connecting to resources as needed



# Challenges to DWO Enforcement

- Not enough workers know about the ordinance
- Isolation/concern about raising issues in workplace/reaching out to lawyers
- Language access
- Lack of trust of institutions



# Challenges to DWO Enforcement

- Proving retaliation – importance of having community resources/allies to support workers
- Proving amount of time worked, breaks given, payment promised/given

# DWO Enforcement Strategies

- Prioritizing community education as Ordinance goes into effect
- Worker survey
- Connecting legal services with community education
  - Building trust
  - Providing opportunities for workers to get information before they seek out a consultation



# DWO Enforcement Strategies

- FWC developing a model contract
- Negotiation skill building sessions
- Adapting our tools to reflect reality for domestic workers
  - Creating opportunity for hiring entity education
- Supporting the work of the Standards Board
- Being creative





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*by Rebecca Smith*

*Areas of expertise: Enforcement of Workplace Standards, Immigrants and Work, International Human and Labor Rights, Unemployment Insurance*

On July 23, Seattle became the first city in the country to pass a Domestic Worker Bill of Rights (<http://seattle.legistar.com/LegislationDetail.aspx?ID=3532201&GUID=232AE887-44C6-4450-A040-84225AD4F11D&FullText=1>).

While eight states have already passed such laws, Seattle's historic ordinance represents an ambitious new second generation of this movement—one which is creatively tackling both the needs of workers historically excluded from the protection of labor laws, and setting decent work standards, beyond minimum wage, in this growing industry.

First, the new Seattle law erases the separation between the protections available to employees, versus those available to independent contractors—essentially eliminating the distinctions between the two terms from a labor law standpoint. Under most laws, only “employees” are entitled to labor rights like minimum wage, the protection of anti-discrimination laws, state-level unemployment insurance, or workers' compensation insurance. That distinction has invited abuse (<https://www.nelp.org/publication/independent-contractor-vs-employee/>) in many low-wage industries where people of color are overrepresented, with employers frequently calling workers “independent contractors” in order to evade the law.

Seattle's ordinance takes a different tack. It covers “domestic workers” and imposes obligations on “hiring entities.” So no matter what label an entity chooses to place on a worker, that entity must comply with the law. This “statutory employee” model is already a feature of some state laws, and is rooted in a provision of the Social Security Act for certain workers in delivery, homeworkers, and traveling salespeople. The model is being employed at the city level in Seattle for domestic workers only, but it could be extended by cities and states to a variety of industries, including janitorial, delivery, on-demand services, home care, and others where workers are often labeled—and mislabeled—as independent contractors.

Second, Seattle will be the first jurisdiction to broadly set standards to cover the unique needs of these workers through a standards board where workers themselves are at the table.

Wage boards aren't new and have existed in some states for decades. It was a wage board that provided the structure for tripartite negotiation among workers, businesses, and government that New York used to deliver a \$15 minimum wage to fast food workers—a standard which was then extended by the legislature to all workers in New York.

Successful wage boards have three key components:

- A structure where worker members are selected by, supported by, and representative of worker organizations;
- Broad authority to look beyond wages to the many elements that compose a worklife;
- A governmental body that supports the effort and is responsive to the recommendations reached by the commission.

Seattle's bill has all of these elements. Domestic workers themselves will be at the table as part of the city's 13 member board. The board's broad mandate includes making recommendations on training, accreditation, wage standards, overtime, access to paid time off, retirement and health care benefits, workers' compensation, and written hiring agreements.

With this ordinance, Seattle is beginning to restore a measure of equity to domestic workers, reverse historical exclusions based on racism, and ensure that workers have a collective voice in determining how they work and for what wages and benefits.

The bill has the full support of the City Council and the mayor's office—following the unanimous Council vote, Mayor Jenny Durkan will sign the bill on Friday, July 27.

With this ordinance, Seattle is beginning to restore a measure of equity to domestic workers, reverse historical exclusions based on racism, and ensure that workers have a collective voice in determining how they work and for what wages and benefits—and is paving the way for other cities and states to do the same.

Many thanks go to Councilmember Teresa Mosqueda, (<http://www.seattle.gov/council/mosqueda>) who shepherded a thoughtful and inclusive process in development of the law, Casa Latina (<https://www.casa-latina.org/>), Working Washington (<http://www.workingwa.org/>), the National Domestic Worker Alliance (<https://www.domesticworkers.org/>), and especially to the nannies, housecleaners, and caregivers who do the daily work that makes all other work possible and who spoke out to make the new law happen.

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# SEATTLE CITY COUNCIL

## Legislative Summary

CB 119286

Record No.: CB 119286

Type: Ordinance (Ord)

Status: Passed

Version: 2

Ord. no: Ord 125627

In Control: City Clerk

File Created: 06/12/2018

Final Action: 07/27/2018

**Title:** AN ORDINANCE relating to employment in Seattle; establishing labor standards for domestic workers; establishing a Domestic Workers Standards Board; prescribing remedies and enforcement procedures; amending Section 6.208.020 of the Seattle Municipal Code; and adding a new Chapter 14.23 to the Seattle Municipal Code.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: Mosqueda

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments:

Drafter: patrick.wigren@seattle.gov

Filing Requirements/Dept Action:

### History of Legislative File

Legal Notice Published:

Yes

No

| Version: | Acting Body:                                                                                                                 | Date:      | Action:         | Sent To:                                                        | Due Date: | Return Date: | Result: |
|----------|------------------------------------------------------------------------------------------------------------------------------|------------|-----------------|-----------------------------------------------------------------|-----------|--------------|---------|
| 1        | City Clerk                                                                                                                   | 06/12/2018 | sent for review | Council<br>President's Office                                   |           |              |         |
|          | <b>Action Text:</b> The Council Bill (CB) was sent for review. to the Council President's Office                             |            |                 |                                                                 |           |              |         |
|          | <b>Notes:</b>                                                                                                                |            |                 |                                                                 |           |              |         |
| 1        | Council President's Office                                                                                                   | 06/13/2018 | sent for review | Housing, Health,<br>Energy, and<br>Workers' Rights<br>Committee |           |              |         |
|          | <b>Action Text:</b> The Council Bill (CB) was sent for review. to the Housing, Health, Energy, and Workers' Rights Committee |            |                 |                                                                 |           |              |         |
|          | <b>Notes:</b>                                                                                                                |            |                 |                                                                 |           |              |         |
| 1        | City Council                                                                                                                 | 06/18/2018 | referred        | Housing, Health,<br>Energy, and<br>Workers' Rights<br>Committee |           |              |         |
|          | <b>Action Text:</b> The Council Bill (CB) was referred. to the Housing, Health, Energy, and Workers' Rights Committee        |            |                 |                                                                 |           |              |         |

Notes:

- 1 Housing, Health, Energy, 06/21/2018 discussed  
and Workers' Rights  
Committee  
Action Text: The Council Bill (CB) was discussed in Committee.
- 1 Housing, Health, Energy, 07/19/2018 pass as amended Pass  
and Workers' Rights  
Committee  
Action Text: The Committee recommends that City Council pass as amended the Council Bill (CB).  
Notes:  
In Favor: 2 Chair Mosqueda, Member Bagshaw  
Opposed: 0
- 1 City Council 07/23/2018 passed Pass  
Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:  
In Favor: 7 Councilmember Bagshaw, Councilmember González , Council  
President Harrell, Councilmember Johnson, Councilmember Juarez,  
Councilmember Mosqueda, Councilmember Sawant  
Opposed: 0
- 2 City Clerk 07/26/2018 submitted for Mayor  
Mayor's signature
- 2 Mayor 07/27/2018 Signed
- 2 Mayor 07/27/2018 returned City Clerk
- 2 City Clerk 07/27/2018 attested by City Clerk  
Action Text: The Ordinance (Ord) was attested by City Clerk.  
Notes:
-

**CITY OF SEATTLE**

**ORDINANCE** 125627

**COUNCIL BILL** 119286

AN ORDINANCE relating to employment in Seattle; establishing labor standards for domestic workers; establishing a Domestic Workers Standards Board; prescribing remedies and enforcement procedures; amending Section 6.208.020 of the Seattle Municipal Code; and adding a new Chapter 14.23 to the Seattle Municipal Code.

WHEREAS, domestic workers provide valuable services as nannies, house cleaners, home care workers, gardeners, cooks and household managers; and

WHEREAS, the labor domestic workers provide is an important contribution to The City of Seattle's (City) economy and prosperity, and provides the support services that enable other individuals to participate in the workforce; and

WHEREAS, many domestic workers are women, immigrants, and people of color who work in or about private homes, isolated from other workers; and

WHEREAS, the City is committed to eliminating racial disparities and achieving racial equity in Seattle through implementation of the Race and Social Justice Initiative; and

WHEREAS, since 2007 the National Domestic Workers Alliance (NDWA) has advocated for respect for domestic workers by including them in national, state, and local labor protection laws; and

WHEREAS, in 2011 and 2012 the NDWA surveyed 2,086 domestic workers in 14 metropolitan areas, including Seattle; conducted 29 focus group interviews and collected 52 testimonies from members of domestic worker organizations; and found low pay, lack of benefits, and problematic working conditions throughout the industry; and



1 WHEREAS, in Seattle workers have established the Seattle Domestic Workers Alliance  
2 (SDWA), a project of Working Washington, with support from Casa Latina, SEIU 775,  
3 and the NDWA; and

4 WHEREAS, the Seattle Domestic Workers Alliance (SDWA) surveyed 174 nannies, house  
5 cleaners, and gardeners in Seattle in both English and Spanish and found that 53 percent  
6 of the surveyed workers did not receive overtime pay, 39 percent did not receive paid  
7 sick days, and 85 percent did not have workers' compensation or any recourse in case of  
8 injury; and

9 WHEREAS, the SDWA survey also found that 70 percent of the surveyed workers work directly  
10 for private households, rather than agencies, 36 percent are paid in cash, 56 percent do  
11 not have a written contract, and workers without a contract were more likely to  
12 experience workplace violations such as wage theft; and

13 WHEREAS, while the individual nature of domestic work makes it challenging to identify the  
14 number of domestic workers, using available labor data from the American Community  
15 Survey and Bureau of Labor Statistics and information from their labor and community  
16 networks, SDWA estimates there are around 33,000 domestic workers in Seattle; and

17 WHEREAS, many domestic workers and hiring entities are unaware of how or to whom to  
18 report a violation of their rights or know who to call if they have a question or concern;  
19 and

20 WHEREAS, many hiring entities are unaware of their responsibilities and requirements when  
21 they hire a domestic worker due to the isolated nature of work and much of this work  
22 being in the "gray" economy; and

1 WHEREAS, since 2010 eight states (New York, California, Hawaii, Massachusetts, Connecticut,  
2 Oregon, Illinois, and Nevada) have enacted legislation to strengthen benefits and  
3 protections for domestic workers; NOW, THEREFORE,

4 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

5 Section 1. A new Chapter 14.23 is added to the Seattle Municipal Code as follows:

6 **CHAPTER 14.23 DOMESTIC WORKERS**

7 **14.23.005 Short title**

8 This Chapter 14.23 shall constitute the “Domestic Workers Ordinance” and may be cited as such.

9 **14.23.010 Definitions**

10 For purposes of this Chapter 14.23:

11 “Agency” means the Office of Labor Standards and any division therein.

12 “Aggrieved party” means the domestic worker or other person who suffers tangible or  
13 intangible harm due to the hiring entity or other person's violation of this Chapter 14.23.

14 “Director” means the Director of the Office of Labor Standards.

15 “Domestic worker” is narrowly construed to mean any worker who 1) is paid by one or  
16 more hiring entities; and 2) provides domestic services to an individual or household in or  
17 about a private home as a nanny, house cleaner, home care worker, gardener, cook, or  
18 household manager. “Domestic worker” includes hourly and salaried employees, independent  
19 contractors, full-time and part-time workers, and temporary workers. "Domestic worker" does  
20 not include any individual who is:

21 1. Working on a casual basis. Casual refers to work that is: 1) irregular,  
22 uncertain, or incidental in nature and duration, and 2) different in nature from the type of paid  
23 work in which the worker is customarily engaged in.

1                   2. In a family relationship with the hiring entity; or

2                   3. A home care worker who is paid through public funds.

3                   "Family relationship" means a child, spouse, parent, grandchild, grandparent, or sibling  
4 of either the hiring entity or the hiring entity's spouse, or any domestic worker whose close  
5 association with the hiring entity is substantially similar in nature to a family relationship.

6                   "Front pay" means the compensation the domestic worker would earn or would have  
7 earned if reinstated to the domestic worker's former position.

8                   "Hearing Examiner" means the official appointed by the City Council and designated as  
9 the Hearing Examiner under Chapter 3.02, or that person's designee (e.g., Deputy Hearing  
10 Examiner or Hearing Examiner Pro Tem).

11                  "Hiring entity" means any individual, partnership, association, corporation, business  
12 trust, or any entity, person, or group of persons that pays a wage or pays for the services of a  
13 domestic worker. It includes any such entity or person acting directly or indirectly in the  
14 interest of a hiring entity in relation to the domestic worker. When an individual or household  
15 contracts with a separate hiring entity that employs the domestic worker(s) to provide domestic  
16 services, the separate hiring entity is solely liable for violations of this Chapter 14.23 unless  
17 the individual or household interferes with the rights established for domestic worker(s) in this  
18 Chapter 14.23.

19                  "Rate of inflation" means 100 percent of the annual average growth rate of the bi-  
20 monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and  
21 Clerical Workers, termed CPI-W, for the 12-month period ending in August, provided that the  
22 percentage increase shall not be less than zero.

1           “Wage” means compensation due to the work of a domestic worker, payable in legal  
2 tender of the United States or checks on banks convertible into cash on demand at full face  
3 value, subject to such deductions, charges, or allowances as may be permitted by rules of the  
4 Director.

5           “Written” or “writing” means a printed or printable communication in physical or  
6 electronic format including a communication that is transmitted through email, text message or  
7 a computer system, or is otherwise sent and maintained electronically.

8 **14.23.020 Domestic worker labor standards**

9           A. Wages

10           1. Hiring entities shall pay domestic workers at least the equivalent of the “hourly  
11 minimum compensation” and “hourly minimum wages” established for Schedule 2 employers as  
12 set forth in Chapter 14.19. If the domestic worker is a covered employee for purposes of Chapter  
13 14.19, the hiring entity must pay the domestic worker in accordance with its obligations under  
14 Chapter 14.19.

15           B. Rest breaks and meal periods

16           1. Except as provided in subsection 14.23.020.B.2, no domestic worker shall be  
17 required to work more than five consecutive hours for the same hiring entity without a 30-minute  
18 uninterrupted meal period. The meal period shall be unpaid unless the domestic worker is  
19 required to remain on-call at the prescribed work site and is required to return to work when  
20 called. Domestic workers shall be allowed an uninterrupted rest break of not less than ten  
21 minutes, paid for by the hiring entity, for each four consecutive hours worked for the same hiring  
22 entity. No domestic worker shall be required to work more than three consecutive hours for the  
23 same hiring entity without an uninterrupted rest break.

1                   2. If the domestic worker's work responsibilities make it impossible or infeasible  
2 to take a meal period or rest break, the hiring entity shall provide additional compensation for the  
3 missed meal period or rest break.

4                   3. No domestic worker who resides or sleeps at a place of employment shall be  
5 required to work more than six consecutive days for the same hiring entity without an unpaid,  
6 24-hour period of consecutive rest, pursuant to rules issued by the Director.

7                   C. Worker documents

8                   A hiring entity shall not keep any domestic worker's original documents or other  
9 personal effects.

10                  D. Notice of rights and pay information

11                   1. The Agency shall make available a model notice of rights and pay  
12 information in English, Spanish, and other languages.

13                   2. The written notice of rights and pay information shall include an explanation  
14 of the domestic worker's rights afforded by this Chapter 14.23 and space for the hiring entity  
15 to state the established pay for the provision of domestic services.

16                  **14.23.030 Domestic Workers Standards Board**

17                   A. A Domestic Workers Standards Board (Board) is established to provide a forum for  
18 hiring entities, domestic workers, worker organizations, and the public to consider, analyze, and  
19 make recommendations to the City on the legal protections, benefits, and working conditions for  
20 domestic worker industry standards.

21                   B. The Board consists of nine members, appointed to positions numbered 1 through 9.  
22 The Mayor shall appoint members to positions 1, 2, 3, and 4. The City Council shall appoint  
23 members to positions 5, 6, 7, and 8. Position 9 shall be appointed by the Board. Effective January

1 1, 2020, the Board shall increase to a total of 13 members. The Mayor shall appoint positions 10  
2 and 11. The City Council shall appoint positions 12 and 13. Every appointment made by the  
3 Mayor or Board is subject to confirmation by the City Council. In making Board appointments,  
4 the Mayor and Council shall consider including representation from vulnerable communities,  
5 such as the elderly rights community, disability rights community, and youth communities.

6 1. Members appointed to positions 1, 5, 11, and 13 shall be domestic workers or  
7 worker organization representatives. Members appointed to positions 2 and 6 shall be domestic  
8 workers who are not worker organization representatives. For purposes of this subsection  
9 14.23.030.B.1, worker organizations shall be a non-profit organization that: engages in public  
10 advocacy to promote the health and well-being of domestic workers; and has a governing  
11 structure that promotes workers' decision-making power. Preference among organizations  
12 should be for organizations that engage the most number of domestic workers as dues-paying  
13 members.

14 2. Members appointed to positions 3, 7, 10, and 12 shall be hiring entities or their  
15 representatives. Members appointed to positions 4 and 8 shall be individuals who contract with  
16 or hire one or more domestic workers.

17 3. The member appointed to position 9 shall be a community representative. In  
18 appointing a member to position 9 the Board shall consider diversity within the industry and  
19 vulnerable populations, such as the disability rights community.

20 C. The initial terms of positions 1, 3, 5, 7, 10, and 11 shall be two years; the initial terms  
21 of positions 2, 4, 6, 8, 9, 12, and 13 shall be three years; all subsequent terms shall be three years.  
22 Any vacancy in an unexpired term shall be filled in the same manner as the original appointment.  
23 A member whose term is ending may continue on an interim basis as a member with voting

1 rights until such time as a replacement for that position has been appointed by the City Council  
2 or confirmed by the City Council.

3 D. The Board may adopt rules for its own procedures, including quorum requirements,  
4 frequency of meetings, and provision of translation and interpretation services. However, the  
5 quorum requirements must include a minimum representation of domestic workers or domestic  
6 worker organizations and hiring entities or their representatives. The Board members shall select  
7 co-chairs.

8 E. The Board shall determine how to solicit and maintain input from hiring entities and  
9 domestic workers, such as through public hearings, surveys, or worker and business associations.

10 F. The Agency shall provide staff and logistical support, including but not limited to  
11 translation, outreach, and travel expenses, and work with the Board to determine appropriate  
12 support for the Board members and their activities.

13 G. The Board's responsibilities include, but are not limited to, providing a forum for  
14 hiring entities, domestic workers, worker organizations, and other affected parties to share  
15 information, insights, and experiences on the working conditions of domestic workers, and  
16 recommendations on how working conditions can be changed to meet the needs of domestic  
17 workers and hiring entities. These recommendations shall include possible legislation or policy  
18 changes, changes to the City's outreach and education efforts, and/or changes to the City's  
19 enforcement strategies.

20 H. The Board, in consultation with the Agency and other relevant City Boards and  
21 Commissions, within six months after all members have been established, shall submit to the  
22 Mayor, and present to the City Council Housing, Health, Energy and Worker's Rights  
23 Committee or the Council committee with oversight of the Office of Labor Standards and/or



1 domestic workers with a workplan identifying the topics the Board will address in the first two  
2 years. The Board in consultation with the Agency and other relevant City Boards and  
3 Commissions, shall submit an updated workplan every two years. The Board's first  
4 recommendations will be submitted to the Mayor and committee by the end of the first quarter of  
5 the year following the year in which the workplan has been submitted. The committee will  
6 consider the Board's recommendations and will respond within 120 days of the committee  
7 presentation. The committee, in consultation with the City Attorney's Office, will notify the  
8 Board chair in writing of any policies or legislation the committee intends to: 1) put before the  
9 City Council for approval, 2) request further information about from the Board, 3) request the  
10 Board to develop alternatives to, 4) reject, in which case it will provide reasons for the rejection,  
11 or 5) consider on a longer timeline. The Committee shall consider at least the following factors  
12 in making decisions: deference to the Board's recommendations; financial considerations;  
13 relation to other City policies and City of Seattle labor laws; legal issues; and enforceability  
14 challenges.

15 I. The Board, pursuant to its workplan, shall provide recommendations to the City  
16 Council on the following subjects:

17 1. Training for hiring entities and domestic workers on: federal, state, and city  
18 labor laws, benefits, and protections; discrimination and sexual harassment; workplace safety  
19 standards; and requirements on tax payments;

20 2. Job skills, and potential accreditation or certification for domestic workers;

21 3. Wage standards, such setting industry standards, overtime, and pay  
22 differentials;

1                   4. Access to paid sick leave, paid family leave, paid time off for bereavement,  
2 vacation, and retirement and health care benefits, such as through a leave bank or portable  
3 benefit structure;

4                   5. Workers' compensation and temporary disability insurance, including  
5 alternative ways to provide coverage for domestic workers who are injured on the job but are not  
6 currently covered by state law, including consideration of domestic workers' coverage through  
7 insurance or through a leave bank or portable benefit structure;

8                   6. Hiring agreements, including notice of rights and recordkeeping template  
9 language, and applicability of possible agreements;

10                  7. Any notice or compensation requirements for a work schedule change;

11                  8. Outreach and enforcement strategies to ensure compliance with applicable  
12 labor standards (including Paid Sick and Safe Time, Paid Family Leave, and any future policies  
13 adopted by City Council) and to provide effective information to both hiring entities and  
14 domestic workers; and

15                  9. Any other emerging issues the Board wishes to include in its workplan.

16 **14.23.070 Retaliation prohibited**

17                  A. No hiring entity or any other person shall interfere with, restrain, deny, or attempt to  
18 deny the exercise of any right protected under this Chapter 14.23.

19                  B. No hiring entity or any other person shall take any adverse action against any person  
20 because the person has exercised in good faith the rights protected under this Chapter 14.23.

21 Such rights include but are not limited to the right to make inquiries about the rights protected  
22 under this Chapter 14.23; the right to inform others about their rights under this Chapter 14.23;  
23 the right to inform the person's hiring entity, union or similar organization, and/or the person's

1 legal counsel or any other person about an alleged violation of this Chapter 14.23; the right to  
2 file an oral or written complaint with the Agency or bring a civil action for an alleged violation  
3 of this Chapter 14.23; the right to cooperate with the Agency in its investigations of this Chapter  
4 14.23; the right to testify in a proceeding under or related to this Chapter 14.23; the right to  
5 refuse to participate in an activity that would result in a violation of city, state or federal law; and  
6 the right to oppose any policy, practice or act that is unlawful under this Chapter 14.23.

7 C. No hiring entity or any other person shall communicate to a person exercising rights  
8 protected under this Section 14.23.070, directly or indirectly, the willingness to inform a  
9 government employee or contracted organization that the person is not lawfully in the United  
10 States, or to report, or to make an implied or express assertion of a willingness to report,  
11 suspected citizenship or immigration status of a domestic worker or a family member of the  
12 domestic worker to a federal, state, or local agency because the domestic worker has exercised a  
13 right under this Chapter 14.23.

14 D. It shall be considered a rebuttable presumption of retaliation if the hiring entity or  
15 any other person takes an adverse action against a person within 90 calendar days of the person's  
16 exercise of rights protected in this Section 14.23.070. However, in the case of seasonal  
17 employment that ended before the close of the 90 calendar day period, the presumption also  
18 applies if the employer fails to rehire a former domestic worker at the next opportunity for work  
19 in the same position. The hiring entity may rebut the presumption with clear and convincing  
20 evidence that the adverse action was taken for a permissible purpose.

21 E. Proof of retaliation under this Section 14.23.070 shall be sufficient upon a showing  
22 that the hiring entity or any other person has taken an adverse action against a person and the  
23 person's exercise of rights protected in Section 14.23.070 was a motivating factor in the adverse

1 action, unless the hiring entity can prove that the action would have been taken in the absence of  
2 such protected activity.

3 F. The protections afforded under this Section 14.23.070 shall apply to any person who  
4 mistakenly but in good faith alleges violations of this Chapter 14.23.

5 G. A complaint or other communication by any person triggers the protections of this  
6 Section 14.23.070 regardless of whether the complaint or communication is in writing or makes  
7 explicit reference to this Chapter 14.23.

#### 8 **14.23.075 Enforcement power and duties**

9 A. The Agency shall have the power to investigate violations of this Chapter 14.23, as  
10 defined herein, and shall have such powers and duties in the performance of these functions as  
11 are defined in this Chapter 14.23 and otherwise necessary and proper in the performance of the  
12 same and provided for by law.

13 B. The Agency shall be authorized to coordinate implementation and enforcement of this  
14 Chapter 14.23 and shall promulgate appropriate guidelines or rules for such purposes.

15 C. The Director of the Agency is authorized and directed to promulgate rules consistent  
16 with this Chapter 14.23 and Chapter 3.02. Any guidelines or rules promulgated by the Director  
17 shall have the force and effect of law and may be relied on by hiring entities, domestic workers,  
18 and other parties to determine their rights and responsibilities under this Chapter 14.23.

#### 19 **14.23.080 Violation**

20 The failure of any respondent to comply with any requirement imposed on the respondent  
21 under this Chapter 14.23 is a violation.

#### 22 **14.23.085 Investigation**

1           A. The Agency shall have the power to investigate any violations of this Chapter 14.23  
2 by any respondent. The Agency may initiate an investigation pursuant to rules issued by the  
3 Director including, but not limited to, situations when the Director has reason to believe that a  
4 violation has occurred or will occur, or when circumstances show that violations are likely to  
5 occur within a class of businesses because the workforce contains significant numbers of  
6 workers who are vulnerable to violations of this Chapter 14.23 or the workforce is unlikely to  
7 volunteer information regarding such violations. An investigation may also be initiated through  
8 the receipt by the Agency of a report or complaint filed by a domestic worker or any other  
9 person.

10           B. A domestic worker or other person may report to the Agency any suspected violation  
11 of this Chapter 14.23. The Agency shall encourage reporting pursuant to this Section 14.23.085  
12 by taking the following measures:

13                   1. The Agency shall keep confidential, to the maximum extent permitted by  
14 applicable laws, the name and other identifying information of the domestic worker or person  
15 reporting the violation. However, with the authorization of such person, the Agency may disclose  
16 the domestic worker's or person's name and identifying information as necessary to enforce this  
17 Chapter 14.23 or for other appropriate purposes.

18                   2. The Agency may require the hiring entity to post or otherwise notify domestic  
19 workers that the Agency is conducting an investigation, using a form provided by the Agency  
20 and displaying it on-site, in a conspicuous and accessible location, and in English and the  
21 primary language(s) spoken by the domestic worker(s) at the particular workplace. If display of  
22 the form is not feasible, including situations when the domestic worker works remotely or does

1 not have a regular workplace, the hiring entity may provide the form on an individual basis in  
2 physical or electronic format that is reasonably conspicuous and accessible.

3 3. The Agency may certify the eligibility of eligible persons for "U" visas under  
4 the provisions of 8 U.S.C. § 1184(p) and 8 U.S.C. § 1101(a)(15)(U). The certification is subject  
5 to applicable federal law and regulations, and rules issued by the Director.

6 C. The Agency's investigation must commence within three years of the alleged  
7 violation. To the extent permitted by law, the applicable statute of limitations for civil actions is  
8 tolled during any investigation under this Chapter 14.23 and any administrative enforcement  
9 proceeding under this Chapter 14.23 based upon the same facts. For purposes of this Chapter  
10 14.23:

11 1. The Agency's investigation begins on the earlier date of when the Agency  
12 receives a complaint from a person under this Chapter 14.23, or the Agency opens an  
13 investigation under this Chapter 14.23.

14 2. The Agency's investigation ends when the Agency issues a final order  
15 concluding the matter and any appeals have been exhausted; the time to file any appeal has  
16 expired; or the Agency notifies the respondent in writing that the investigation has been  
17 otherwise resolved.

18 D. The Agency's investigation shall be conducted in an objective and impartial manner.

19 E. The Director may apply by affidavit or declaration in the form allowed under RCW  
20 9A.72.085 to the Hearing Examiner for the issuance of subpoenas requiring the attendance and  
21 testimony of witnesses, or any document relevant to the issue of whether any domestic worker or  
22 group of domestic workers has been or is afforded proper amounts of compensation under this  
23 Chapter 14.23 and/or to whether the hiring entity has violated any provision of this Chapter

1 14.23. The Hearing Examiner shall conduct the review without hearing as soon as practicable  
2 and shall issue subpoenas upon a showing that there is reason to believe that a violation has  
3 occurred if a complaint has been filed with the Agency, or that circumstances show that  
4 violations are likely to occur within a class of businesses because the workforce contains  
5 significant numbers of workers who are vulnerable to violations of this Chapter 14.23 or the  
6 workforce is unlikely to volunteer information regarding such violations.

7 F. The hiring entity that fails to comply with the terms of any subpoena issued under  
8 subsection 14.23.085.E in an investigation by the Agency under this Chapter 14.23 prior to the  
9 issuance of a Director's Order issued pursuant to subsection 14.23.090.C may not use such  
10 records in any appeal to challenge the correctness of any determination by the Agency as to  
11 liability or as to damages and/or penalties assessed.

12 G. In addition to other remedies, the Director may refer any subpoena issued under  
13 subsection 14.23.085.E, to the City Attorney to seek a court order to enforce any subpoena.

14 H. Where the Director has reason to believe that a violation has occurred, the Director  
15 may order any appropriate temporary or interim relief to mitigate the violation or maintain the  
16 status quo pending completion of a full investigation or hearing, including but not limited to a  
17 deposit of funds or bond sufficient to satisfy a good-faith estimate of compensation, interest,  
18 damages and penalties due. A respondent may appeal any such order in accordance with Section  
19 14.23.100.

20 **14.23.090 Findings of fact and determination**

21 A. Except when there is an agreed upon settlement, the Director shall issue a written  
22 determination with findings of fact resulting from the investigation and statement of whether a



1 violation of this Chapter 14.23 has or has not occurred based on a preponderance of the evidence  
2 before the Director.

3 B. If the Director determines that there is no violation of this Chapter 14.23, the Director  
4 shall issue a "Determination of No Violation" with notice of a domestic worker or other person's  
5 right to appeal the decision, subject to the rules of the Director.

6 C. If the Director determines that a violation of this Chapter 14.23 has occurred, the  
7 Director shall issue a "Director's Order" that shall include a notice of violation identifying the  
8 violation or violations.

9 1. The Director's Order shall state with specificity the amounts due under this  
10 Chapter 14.23 for each violation, including payment of unpaid compensation, liquidated  
11 damages, civil penalties, penalties payable to aggrieved parties, and interest pursuant to Section  
12 14.23.095.

13 2. The Director's Order may specify that civil penalties due to the Agency can be  
14 mitigated for respondent's timely payment of remedy due to an aggrieved party under subsection  
15 14.23.095.A.2.

16 3. The Director's Order may specify that civil penalties are due to the aggrieved  
17 party rather than due to the Agency.

18 4. The Director's Order may direct the respondent to take such corrective action as  
19 is necessary to comply with the requirements of this Chapter 14.23, including, but not limited to,  
20 monitored compliance for a reasonable time period.

21 5. The Director's Order shall include notice of the respondent's right to appeal the  
22 decision, pursuant to Section 14.23.100.

23 **14.23.095 Remedies**

1           A. The payment of unpaid wages, compensation, liquidated damages, civil penalties,  
2 penalties payable to aggrieved parties, and interest provided under this Chapter 14.23 are  
3 cumulative and are not intended to be exclusive of any other available remedies, penalties, and  
4 procedures.

5                   1. The amounts of all civil penalties and penalties payable to aggrieved parties  
6 contained in this Section 14.23.095 shall be increased annually to reflect the rate of inflation and  
7 calculated to the nearest cent on January 1 of each year. The Agency shall determine the amounts  
8 and file a schedule of such amounts with the City Clerk.

9                   2. If a violation is ongoing when the Agency receives a complaint or opens an  
10 investigation, the Director may order payment of unpaid compensation plus interest that accrues  
11 after receipt of the complaint or after the investigation opens and before the date of the Director's  
12 Order.

13                   3. Interest shall accrue from the date the unpaid compensation was first due at 12  
14 percent annum, or the maximum rate permitted under RCW 19.52.020.

15                   4. If there is a remedy due to an aggrieved party, the Director may waive the total  
16 amount of civil penalties due to the Agency if the Director determines that the respondent paid  
17 the full remedy due to the aggrieved party within ten days of service of the Director's Order. The  
18 Director may waive half the amount of civil penalties due to the Agency if the Director  
19 determines that the respondent paid the full remedy due to the aggrieved party within 15 days of  
20 service of the Director's Order. The Director shall not waive any amount of civil penalties due to  
21 the Agency if the Director determines that the respondent has not paid the full remedy due to the  
22 aggrieved party after 15 days of service of the Director's Order.

1                   5. When determining the amount of liquidated damages, civil penalties, and  
2 penalties payable to aggrieved parties due under this Section 14.23.095, for a settlement  
3 agreement or Director's Order, including but not limited to the mitigation of civil penalties due to  
4 the Agency for timely payment of remedy due to an aggrieved party under subsection  
5 14.23.095.A.2, the Director shall consider:

- 6                   a. The total amount of unpaid compensation, liquidated damages,  
7 penalties, and interest due;
- 8                   b. The nature and persistence of the violations;
- 9                   c. The extent of the respondent's culpability;
- 10                  d. The substantive or technical nature of the violations;
- 11                  e. The size, revenue, and human resources capacity of the respondent,  
12 including whether respondent is a household or established business;
- 13                  f. The circumstances of each situation;
- 14                  g. The amounts of penalties in similar situations; and
- 15                  h. Other factors pursuant to rules issued by the Director.

16                  B. A respondent found to be in violation of this Chapter 14.23 shall be liable for full  
17 payment of unpaid compensation plus interest in favor of the aggrieved party under the terms of  
18 this Chapter 14.23, and other equitable relief. For a first violation of this Chapter 14.23, the  
19 Director may assess liquidated damages in an additional amount of up to twice the unpaid  
20 compensation.

21                   1. For subsequent violations of this Chapter 14.23, the Director shall assess an  
22 amount of liquidated damages in an additional amount of twice the unpaid compensation.

1                   2. For purposes of establishing a first and subsequent violation for this Section  
2 14.23.095, the violation must have occurred within ten years of the settlement agreement or  
3 Director's Order.

4                   C. A respondent found to be in violation of this Chapter 14.23 for retaliation under  
5 Section 14.23.070 shall be subject to any appropriate relief at law or equity including, but not  
6 limited to reinstatement of the aggrieved party, front pay in lieu of reinstatement with full  
7 payment of unpaid compensation plus interest in favor of the aggrieved party under the terms of  
8 this Chapter 14.23, and liquidated damages in an additional amount of up to twice the unpaid  
9 compensation. The Director also shall order the imposition of a penalty payable to the aggrieved  
10 party of up to \$5,000.

11                  D. A respondent found to be in violation of this Chapter 14.23 shall be subject to civil  
12 penalties. Pursuant to subsection 14.23.090.C.3, the Director may specify that civil penalties are  
13 due to the aggrieved party rather than due to the Agency.

14                   1. For a first violation of this Chapter 14.23, the Director may assess a civil  
15 penalty of up to \$500 per aggrieved party.

16                   2. For a second violation of this Chapter 14.23, the Director shall assess a civil  
17 penalty of up to \$1,000 per aggrieved party, or an amount equal to ten percent of the total  
18 amount of unpaid compensation, whichever is greater.

19                   3. For a third or any subsequent violation of this Chapter 14.23, the Director shall  
20 assess a civil penalty of up to \$5,000 per aggrieved party, or an amount equal to ten percent of  
21 the total amount of unpaid compensation, whichever is greater. The maximum civil penalty for a  
22 violation of this Chapter 14.23 shall be \$20,000 per aggrieved party, or an amount equal to ten  
23 percent of the total amount of unpaid compensation, whichever is greater.

1                   4. For purposes of this Section 14.23.095, a violation is a second, third, or  
2 subsequent violation if the respondent has been a party to one, two, or more than two settlement  
3 agreements, respectively, stipulating that a violation has occurred; and/or one, two, or more than  
4 two Director's Orders, respectively, have issued against the respondent in the ten years preceding  
5 the date of the violation; otherwise, it is a first violation.

6  
7                   E. A respondent who willfully hinders, prevents, impedes, or interferes with the Director  
8 or Hearing Examiner in the performance of their duties under this Chapter 14.23 shall be subject  
9 to a civil penalty of not less than \$1,000 and not more than \$5,000.

10                  F. In addition to the unpaid compensation, penalties, liquidated damages, and interest, the  
11 Agency may assess against the respondent in favor of the City reasonable costs incurred in  
12 enforcing this Chapter 14.23, including but not limited to reasonable attorneys' fees.

13                  G. The hiring entity that is the subject of a settlement agreement stipulating that a  
14 violation shall count for debarment, or final order for which all appeal rights have been  
15 exhausted shall not be permitted to bid, or have a bid considered, on any City contract until such  
16 amounts due under the final order have been paid in full to the Director. If the hiring entity is the  
17 subject of a final order two times or more within a five-year period, the contractor or  
18 subcontractor shall not be allowed to bid on any City contract for two years. This subsection  
19 14.23.095.G shall be construed to provide grounds for debarment separate from, and in addition  
20 to, those contained in Chapter 20.70 and shall not be governed by that chapter provided that  
21 nothing in this subsection 14.23.095.G shall be construed to limit the application of Chapter  
22 20.70. The Director shall notify the Director of Finance and Administrative Services of all hiring  
23 entities subject to debarment under this subsection 14.23.095.G.

1 **14.23.100 Appeal period and failure to respond**

2 A. A domestic worker or other person who claims an injury as a result of an alleged  
3 violation of this Chapter 14.23 may appeal the Determination of No Violation Shown, pursuant  
4 to the rules of the Director.

5 B. A respondent may appeal the Director's Order, including all remedies issued pursuant  
6 to Section 14.23.095, by requesting a contested hearing before the Hearing Examiner in writing  
7 within 15 days of service of the Director's Order. If a respondent fails to appeal the Director's  
8 Order within 15 days of service, the Director's Order shall be final. If the last day of the appeal  
9 period so computed is a Saturday, Sunday, or federal or City holiday, the appeal period shall run  
10 until 5 p.m. on the next business day.

11 **14.23.105 Appeal procedure and failure to appear**

12 A. Contested hearings shall be conducted pursuant to the procedures for hearing  
13 contested cases contained in Section 3.02.090 and the rules adopted by the Hearing Examiner for  
14 hearing contested cases. The review shall be conducted de novo and the Director shall have the  
15 burden of proof by a preponderance of the evidence before the Hearing Examiner. Upon  
16 establishing such proof, the remedies and penalties imposed by the Director shall be upheld  
17 unless it is shown that the Director abused discretion. Failure to appear for a contested hearing  
18 will result in an order being entered finding that the hiring entity committed the violation stated  
19 in the Director's order. For good cause shown and upon terms the Hearing Examiner deems just,  
20 the Hearing Examiner may set aside an order entered upon a failure to appear.

21 B. In all contested cases, the Hearing Examiner shall enter an order affirming, modifying,  
22 or reversing the Director's order.

23 **14.23.110 Appeal from Hearing Examiner order**

1           A. The respondent may obtain judicial review of the decision of the Hearing Examiner by  
2 applying for a Writ of Review in the King County Superior Court within 30 days from the date  
3 of the decision in accordance with the procedure set forth in chapter 7.16 RCW, other applicable  
4 law, and court rules.

5           B. The decision of the Hearing Examiner shall be final and conclusive unless review is  
6 sought in compliance with this Section 14.23.110.

7 **14.23.115 Failure to comply with final order**

8           A. If a respondent fails to comply within 30 days of service of any settlement agreement  
9 with the Agency, or with any final order issued by the Director or the Hearing Examiner for  
10 which all appeal rights have been exhausted, the Agency may pursue, but is not limited to, the  
11 following measures to secure compliance:

12                   1. The Director may require the respondent to post public notice of the  
13 respondent's failure to comply in a form and manner determined by the Agency.

14                   2. The Director may refer the matter to a collection agency. The cost to the City  
15 for the collection services will be assessed as costs, at the rate agreed to between the City and the  
16 collection agency, and added to the amounts due.

17                   3. The Director may refer the matter to the City Attorney for the filing of a civil  
18 action in King County Superior Court, the Seattle Municipal Court, or any other court of  
19 competent jurisdiction to enforce such order or to collect amounts due. In the alternative, the  
20 Director may seek to enforce a settlement agreement, Director's Order or a final order of the  
21 Hearing Examiner under Section 14.23.120.

22                   4. The Director may request that the City's Department of Finance and  
23 Administrative Services deny, suspend, refuse to renew, or revoke any business license held or



1 requested by the hiring entity or person until such time as the hiring entity complies with the  
2 remedy as defined in the settlement agreement or final order. The City's Department of Finance  
3 and Administrative Services shall have the authority to deny, refuse to renew, or revoke any  
4 business license in accordance with this subsection 14.23.115.A.4.

5 B. No respondent that is the subject of a settlement agreement or final order issued under  
6 this Chapter 14.23 shall quit business, sell out, exchange, convey, or otherwise dispose of the  
7 respondent's business or stock of goods without first notifying the Agency and without first  
8 notifying the respondent's successor of the amounts owed under the final order at least three  
9 business days prior to such transaction. At the time the respondent quits business, or sells out,  
10 exchanges, or otherwise disposes of the respondent's business or stock of goods, the full amount  
11 of the remedy, as defined in the settlement agreement or the final order issued by the Director or  
12 the Hearing Examiner, shall become immediately due and payable. If the amount due under the  
13 settlement agreement or final order is not paid by respondent within ten days from the date of  
14 such sale, exchange, conveyance, or disposal, the successor shall become liable for the payment  
15 of the amount due, provided that the successor has actual knowledge of the order and the  
16 amounts due or has prompt, reasonable, and effective means of accessing and verifying the fact  
17 and amount of the order and the amounts due. The successor shall withhold from the purchase  
18 price a sum sufficient to pay the amount of the full remedy. When the successor makes such  
19 payment, that payment shall be deemed a payment upon the purchase price in the amount paid,  
20 and if such payment is greater in amount than the purchase price the amount of the difference  
21 shall become a debt due such successor from the hiring entity.

22 **14.23.120 Debt owed The City of Seattle**

1           A. All monetary amounts due under the settlement agreement or Director's Order shall be  
2 a debt owed to the City and may be collected in the same manner as any other debt in like  
3 amount, which remedy shall be in addition to all other existing remedies, provided that amounts  
4 collected by the City for unpaid compensation, liquidated damages, penalties payable to  
5 aggrieved parties, or front pay shall be held in trust by the City for the aggrieved party and, once  
6 collected by the City, shall be paid by the City to the aggrieved party.

7           B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the  
8 time period set forth in subsection 14.23.100.B the Director's Order shall be final, and the  
9 Director may petition the Seattle Municipal Court to enforce the Director's Order by entering  
10 judgment in favor of the City finding that the respondent has failed to exhaust its administrative  
11 remedies and that all amounts and relief contained in the order are due. The Director's Order  
12 shall constitute prima facie evidence that a violation occurred and shall be admissible without  
13 further evidentiary foundation. Any certifications or declarations authorized under RCW  
14 9A.72.085 containing evidence that the respondent has failed to comply with the order or any  
15 parts thereof, and is therefore in default, or that the respondent has failed to appeal the Director's  
16 Order to the Hearing Examiner within the time period set forth in subsection 14.23.100.B and  
17 therefore has failed to exhaust the respondent's administrative remedies, shall also be admissible  
18 without further evidentiary foundation.

19           C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner  
20 within the time period set forth in subsection 14.23.110.A, the order of the Hearing Examiner  
21 shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's  
22 Order by entering judgment in favor of the City for all amounts and relief due under the order of  
23 the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence

1 that the violations contained therein occurred and shall be admissible without further evidentiary  
2 foundation. Any certifications or declarations authorized under RCW 9A.72.085 containing  
3 evidence that the respondent has failed to comply with the order or any parts thereof, and is  
4 therefore in default, or that the respondent has failed to avail itself of judicial review in  
5 accordance with subsection 14.23.110.A, shall also be admissible without further evidentiary  
6 foundation.

7 D. In considering matters brought under subsections 14.23.120.B and 14.23.120.C, the  
8 Municipal Court may include within its judgment all terms, conditions, and remedies contained  
9 in the Director's Order or the order of the Hearing Examiner, whichever is applicable, that are  
10 consistent with the provisions of this Chapter 14.23.

11 **14.23.125 Private right of action**

12 A. Any person or class of persons that suffers financial injury as a result of a violation of  
13 this Chapter 14.23 or is the subject of prohibited retaliation under Section 14.23.070, may bring a  
14 civil action in a court of competent jurisdiction against the hiring entity or other person violating  
15 this Chapter 14.23 and, upon prevailing, may be awarded reasonable attorney fees and costs and  
16 such legal or equitable relief as may be appropriate to remedy the violation including, without  
17 limitation, the payment of any unpaid compensation plus interest due to the person and  
18 liquidated damages in an additional amount of up to twice the unpaid compensation; a penalty  
19 payable to any aggrieved party of up to \$5,000 if the aggrieved party was subject to prohibited  
20 retaliation. Interest shall accrue from the date the unpaid compensation was first due at 12  
21 percent per annum, or the maximum rate permitted under RCW 19.52.020.

1 B. For purposes of this Section 14.23.125, "person" includes any entity a member of  
2 which has suffered financial injury or retaliation, or any other individual or entity acting on  
3 behalf of an aggrieved party that has suffered financial injury or retaliation.

4 C. For purposes of determining membership within a class of persons entitled to bring an  
5 action under this Section 14.23.125, two or more domestic workers are similarly situated if they:

- 6 1. Are or were hired by the same hiring entity or hiring entities, whether  
7 concurrently or otherwise, at some point during the applicable statute of limitations period,
- 8 2. Allege one or more violations that raise similar questions as to liability, and
- 9 3. Seek similar forms of relief.

10 D. For purposes of subsection 14.23.125.C, domestic workers shall not be considered  
11 dissimilar solely because their

- 12 1. Claims seek damages that differ in amount, or
- 13 2. Job titles or other means of classifying domestic workers differ in ways that are  
14 unrelated to their claims.

### 15 **14.23.130 Severability**

16 The provisions of this Chapter 14.23 are declared to be separate and severable. If any clause,  
17 sentence, paragraph, subdivision, section, subsection, or portion of this Chapter 14.23, or the  
18 application thereof to any employer, employee, or circumstance, is held to be invalid, it shall not  
19 affect the validity of the remainder of this Chapter 14.23, or the validity of its application to  
20 other persons or circumstances.

21 Section 2. Subsection 6.208.020.A of the Seattle Municipal Code, which section was last  
22 amended by Ordinance 125203, is amended as follows:

### 23 **6.208.020 Denial, revocation of, or refusal to renew business license**

1           A. In addition to any other powers and authority provided under this Title 6, the Director,  
2 or the Director's designee, has the power and authority to deny, revoke, or refuse to renew any  
3 business license issued under the provisions of this Chapter 6.208. The Director, or the Director's  
4 designee, shall notify such applicant or licensee in writing by mail of the denial, revocation of, or  
5 refusal to renew the license and on what grounds such a decision was based. The Director may  
6 deny, revoke, or refuse to renew any license issued under this Chapter 6.208 on one or more of  
7 the following grounds:

- 8                   1. The license was procured by fraud or false representation of fact.
- 9                   2. The licensee has failed to comply with any provisions of this Chapter 6.208.
- 10                  3. The licensee has failed to comply with any provisions of Chapters 5.32, 5.35,  
11 5.40, 5.45, 5.46, 5.48, 5.50, or 5.52.
- 12                  4. The licensee is in default in any payment of any license fee or tax under Title 5  
13 or Title 6.
- 14                  5. The property at which the business is located has been determined by a court to  
15 be a chronic nuisance property as provided in Chapter 10.09.
- 16                  6. The applicant or licensee has been convicted of theft under subsection  
17 12A.08.060.A.4 within the last ten years.
- 18                  7. The applicant or licensee is a person subject within the last ten years to a court  
19 order entering final judgment for violations of chapters 49.46, 49.48, or 49.52 RCW, or 29  
20 U.S.C. 206 or 29 U.S.C. 207, and the judgment was not satisfied within 30 days of the later of  
21 either:
  - 22                   a. the expiration of the time for filing an appeal from the final judgment  
23 order under the court rules in effect at the time of the final judgment order; or

1                                   b. if a timely appeal is made, the date of the final resolution of that appeal  
2 and any subsequent appeals resulting in final judicial affirmation of the findings of violations of  
3 chapters 49.46, 49.48, or 49.52 RCW, or 29 U.S.C. 206 or 29 U.S.C. 207.

4                                   8. The applicant or licensee is a person subject within the last ten years to a final  
5 and binding citation and notice of assessment from the Washington Department of Labor and  
6 Industries for violations of chapters 49.46, 49.48, or 49.52 RCW, and the citation amount and  
7 penalties assessed therewith were not satisfied within 30 days of the date the citation became  
8 final and binding.

9                                   9. Pursuant to subsections 14.16.100.A.4, 14.17.075.A, 14.19.100.A.4,  
10 14.20.080.A.4, ~~((and))~~ 14.22.115.A.4, and 14.23.115.A.4, the applicant or licensee has failed to  
11 comply, within 30 days of service of any settlement agreement, with any final order issued by the  
12 Director of the Office of Labor Standards, or any final order issued by the Hearing Examiner  
13 under Chapters 14.16, 14.17, 14.19, 14.20, ~~((and))~~ 14.22, and 14.23 for which all appeal rights  
14 have been exhausted, and the Director of the Office of Labor Standards has requested that the  
15 Director deny, refuse to renew, or revoke any business license held or requested by the applicant  
16 or licensee. The denial, refusal to renew, or revocation shall remain in effect until such time as  
17 the violation(s) under Chapters 14.16, 14.17, 14.19, 14.20, ~~((and))~~ 14.22, and 14.23 are  
18 remedied.

19                                   10. The business is one that requires an additional license under this Title 6 and  
20 the business does not hold that license.

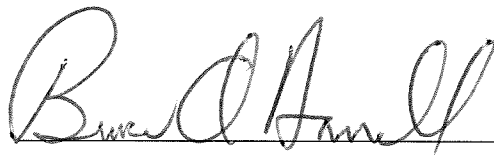
21                                   11. The business has been determined under a separate enforcement process to be  
22 operating in violation of law.

1 Section 3. The Domestic Workers Standards Board shall convene in the first quarter of  
2 2019.

3 Section 4. Section 1 and Section 2 of this ordinance shall take effect on July 1, 2019,  
4 except for the portion of Section 1 that creates Seattle Municipal Code Section 14.23.030.

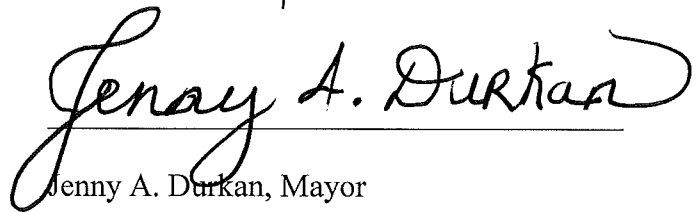
5 Section 5. This ordinance shall take effect and be in force 30 days after its approval by the  
6 Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall  
7 take effect as provided by Seattle Municipal Code Section 1.04.020.

8 Passed by the City Council the 23<sup>rd</sup> day of July, 2018,  
9 and signed by me in open session in authentication of its passage this 23<sup>rd</sup> day of  
10 July, 2018.

11 

12 President \_\_\_\_\_ of the City Council

13 Approved by me this 27<sup>th</sup> day of July, 2018.

14   
15 Jenny A. Durkan, Mayor

16 Filed by me this 27<sup>th</sup> day of JULY, 2018.

17 

18 Monica Martinez Simmons, City Clerk

19 (Seal)