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The City of Seattle

Ordinance 127508

Council Bill 121266

An ordinance relating to domestic worker labor standards in Seattle; amending Sections 14.23.010, 14.23.020, and 14.23.095 of the Seattle Municipal Code, and adding new Sections 14.23.025, 14.23.127, and 14.23.128 to the Seattle Municipal Code, to: establish written agreement requirement; establish protections for entitled paid and unpaid leave, including retaliation protection for taking permissible time off; require hiring entities to create and retain records; add advance notice of termination requirement; update remedies provisions; and conform to certain changes in state law and with City labor standards.

Recitals:

The Domestic Worker Standards Board provided its initial set of recommendations to City Council in 2021, which included mandating written contracts and providing portable paid time off benefits to domestic workers.

In response to the Board's recommendation, the City Council passed Resolution 32028, requesting that the Office of Labor Standards work with community stakeholders to develop policies to provide portable paid time off.

The Office of Labor Standards publicized its "Paid Time Off for Domestic Workers" report in October 2025, with policy recommendations based on community research.

The Domestic Workers Standards Board voted on an initial set of proposed amendments to the Domestic Workers Ordinance (Chapter 14.23 of the Seattle Municipal Code) to integrate previous recommendations and based on findings from the Paid Time Off for Domestic Workers report.

The Washington State Legislature passed Substitute House Bill 2355, establishing labor protections for domestic workers, such as a right to written agreement, advance notice of termination, and a right to be paid the state minimum wage. The bill was signed by Governor Ferguson on March 9, 2026 and enacted as Chapter 15, Laws of 2026.

The Office of Labor Standards aims to have consistent domestic worker protections for Seattle workers that may currently have additional benefits at the state level. Therefore,

Be it ordained by The City of Seattle as follows:

Section 1. Section 14.23.010 of the Seattle Municipal Code, enacted by Ordinance 125627, is amended as follows:

14.23.010 Definitions

For purposes of this Chapter 14.23:

"Adverse action" means reducing compensation; garnishing tips or gratuities; temporarily or permanently denying or limiting access to work; incentives; or bonuses; offering less desirable work; terminating; deactivating; threatening; penalizing;

retaliating; interfering with future work opportunities; engaging in unfair immigration-related practices, including but not limited to threatening to take or taking action based upon the immigration status of a domestic worker or a domestic worker's family member; filing a false report with a government agency; or otherwise discriminating against any person for any reason prohibited by Section 14.23.070. "Adverse action" for a domestic worker may involve any aspect of the domestic worker's work, including compensation, work hours, responsibilities, or other material change in the terms and conditions of the written agreement or in the ability of the domestic worker to perform services for or through the hiring entity. "Adverse action" also includes any action by the hiring entity or a person acting on the hiring entity's behalf that would dissuade a reasonable person from exercising any right afforded by this Chapter 14.23.

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Section 2. Section 14.23.020 of the Seattle Municipal Code, enacted by Ordinance 125627, is amended as follows:

14.23.020 Domestic worker labor standards

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C. Worker documents. A hiring entity shall not keep any domestic worker's original documents or other personal effects, including but not limited to any legal documents, forms of identification, passports, or immigration documents.

((~~D. Notice of rights and pay information~~

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

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

D. Leave

1. A hiring entity shall provide its domestic workers all paid and unpaid leave to which they are entitled, including:

a. Leave specified in the written agreement described in Section 14.23.025; and

b. Leave required by law, including but not limited to Chapter 8.39 or Chapter 14.16.

2. A hiring entity shall not interfere with, restrain, deny, or attempt to deny a domestic worker's use of any paid or unpaid leave to which the worker is entitled, and a hiring entity shall not take adverse action against a domestic worker because the worker has exercised the worker's right to take leave.

E. Hiring entity records

1. A hiring entity shall create and maintain records that document compliance with this Chapter 14.23 for each domestic worker, including but not limited to any applicable written agreement, hours worked, rate of pay, and, if applicable, the leave time earned and used. If a complaint is filed with the Agency, the hiring entity shall make the records required in this subsection 14.23.020.E.1 accessible to the Agency.

2. A hiring entity shall retain the records required by subsection 14.23.020.E.1 for a period of three years.

3. If a hiring entity fails to retain adequate records required under this subsection 14.23.020.E, there shall be a presumption, rebuttable by clear and convincing evidence, that the hiring entity violated this Chapter 14.23 for the periods and for each domestic worker for whom records were not retained.

F. Notification of termination

1. Except as provided in subsection 14.23.020.F.2, a hiring entity shall provide a minimum two-week written notification period before termination of the domestic worker's position or services. For a live-in domestic worker, the hiring entity shall provide a minimum four-week written notification period before termination of the domestic worker's position or services.

2. The notification requirements in subsection 14.23.020.F.1 do not apply if:

a. The termination occurs during an agreed-upon probationary period;

b. The termination is based on a good faith belief that the domestic worker engaged in misconduct, as defined in Director's rules;

c. The termination is caused by circumstances outside of the hiring entity's control, including death;

d. The hiring entity and domestic worker agree that the applicable care needs have significantly changed and cannot be addressed by the current position or services; or

e. The domestic worker becomes unable to fulfill the requirements of the position or services as provided in the written agreement.

3. If a hiring entity does not provide the notification required under this subsection 14.23.020.F, the hiring entity shall provide the domestic worker with pay in the amount of the worker's standard rate of pay multiplied by the regular number of hours worked over the period of time during which the required notification was not provided. For purposes of this subsection 14.23.020.F, "standard rate of pay" means the agreed-upon rate of pay between the hiring entity and domestic worker, as reflected in the written agreement.

Section 3. A new Section 14.23.025 is added to the Seattle Municipal Code as follows:

14.23.025 Written agreements

A. Prior to a domestic worker beginning work for a hiring entity, the hiring entity shall provide the domestic worker with a written agreement that provides itemized information on the proposed terms and conditions of work, that both the hiring entity and domestic worker accept, as defined in Director's rules. The written agreement shall include but is not limited to:

1. The effective date;

2. The name of the domestic worker;

3. The name of the hiring entity;

4. Contact information for the hiring entity, including but not limited to physical address, mailing address, telephone number, and/or email address as applicable;

5. A description of work, including location(s) of work, hours of work, and the work cancellation policy, such as the acceptable notification period and any cancellation payment owed to the domestic worker;

6. Information about pay, including:

a. Rate or rates of pay;

b. Pay basis (e.g., hour, day, week, monthly, fee per project, piece rate, commission);

c. Deductions, fees, or other charges that the hiring entity may subtract from payment and accompanying policies for each type of charge, if applicable;

d. Payment schedule as defined in Director's rules; and

e. If applicable, pay raise amount and schedule of raise.

7. Whether the hiring entity considers the domestic worker to be an independent contractor or employee;

8. Typical expenses incurred in the course of work and which expenses will be paid or reimbursed by the hiring entity, if applicable;

9. Benefits (e.g., retirement, insurance);

10. If applicable, leave, including but not limited to:

a. Leave for health, safety, and care needs, including but not limited to agreed-upon leave and leave covered by Chapter 8.39 or Chapter 14.16;

b. Vacation;

c. Holidays;

d. Whether and under what conditions leave will be compensated; and

e. Protocol for the hiring entity to provide the domestic worker with regular, proactive notice of accrued, used, and available leave.

f. Protocol for notifying the hiring entity when a domestic worker will take available leave; and

11. A notice of the rights established by this Chapter 14.23, which shall be created and distributed by the Agency in English and other languages. The hiring entity shall affirmatively provide each domestic worker with a written notice of rights established by this Chapter 14.23.

B. The hiring entity shall satisfy the written agreement requirement via a single method of communication, which may be in the form of text messages, a written agreement, contract offer, counteroffer, application, or other single source document that when taken together contain all of the information required in subsection 14.23.025.A.

C. The Agency shall create and distribute a model written agreement in English and other languages. A hiring entity is not required to use the model when providing the written agreement requirements, except for subsection 14.23.025.A.11. However, hiring entities are responsible for providing the written agreement including all terms of subsection 14.23.025.A in a format that is readily accessible to the domestic worker.

D. Hiring entities shall provide the domestic worker with a copy of the agreed upon written agreement and notice of rights afforded by this Chapter 14.23 in English and any language that the hiring entity knows or has reason to know is the primary language of the domestic worker.

E. Hiring entities shall satisfy written agreement requirements for a domestic worker working for the hiring entity as of July 1, 2027 by providing the required information by July 31, 2027.

F. If the domestic worker performs agreed-upon work for a hiring entity and the hiring entity has not provided a written agreement pursuant to this Section 14.23.025, there shall be a presumption rebuttable by clear and convincing evidence, such as a written agreement signed by both parties, that the domestic worker's alleged terms and conditions of the contractual and/or employment relationship are the terms and conditions of the contractual and/or employment relationship.

G. Rebate and compensation

1. A hiring entity may not:

a. Collect or receive from a domestic worker a rebate of any part of the compensation paid by the hiring entity to the domestic worker; or

b. Pay a domestic worker a lower rate of compensation than what the hiring entity is obligated to pay by law, agreement, or contract.

2. This subsection 14.23.025.G does not make it unlawful for a hiring entity to withhold or divert any portion of a domestic worker's compensation when required or empowered to do so by state or federal law or when a deduction has been expressly authorized in writing in advance by the domestic worker for a lawful purpose accruing to the benefit of such domestic worker. Any withholdings must be documented in writing by the hiring entity.

Section 4. Section 14.23.095 of the Seattle Municipal Code, enacted by Ordinance 125267, is amended as follows:

14.23.095 Remedies

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

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

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

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

4. If there is a remedy due to an aggrieved party, the Director may waive the total amount of civil penalties and fines due to the Agency if the Director determines that the respondent paid the full remedy due to the aggrieved party within ten days of service of the Director's Order. The Director may waive half the amount of civil penalties and fines due to the Agency if the Director determines that the respondent paid the full

remedy due to the aggrieved party within 15 days of service of the Director's Order. The Director shall not waive any number of civil penalties and fines due to the Agency if the Director determines that the respondent has not paid the full remedy due to the aggrieved party after 15 days of service of the Director's Order.

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

a. The total amount of unpaid compensation, liquidated damages, penalties, fines, and interest due;

b. The nature and persistence of the violations;

c. The extent of the respondent's culpability;

d. The substantive or technical nature of the violations;

e. The size, revenue, and human resources capacity of the respondent, including whether respondent is a household or established business;

f. The circumstances of each situation;

g. The amounts of penalties in similar situations; and

h. Other factors pursuant to rules issued by the Director.

* * *

C. A respondent found to be in violation of this Chapter 14.23 for retaliation under Section 14.23.070 shall be subject to any appropriate relief at law or equity including,

but not limited to reinstatement of the aggrieved party, front pay in lieu of reinstatement with full payment of unpaid compensation plus interest in favor of the aggrieved party under the terms of this Chapter 14.23, and liquidated damages in an additional amount of up to twice the unpaid compensation. The Director also shall order the imposition of a penalty payable to the aggrieved party of up to ((~~$5,000~~)) $6,659.49.

D. If the domestic worker performs agreed-upon work for a hiring entity and the hiring entity has not provided a written agreement pursuant to Section 14.23.025, there shall be a presumption rebuttable by clear and convincing evidence, such as a written agreement signed by both parties, that the domestic worker's alleged terms and conditions of the contractual and/or employment relationship are the terms and conditions of the contractual and/or employment relationship.

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

1. For a first violation of this Chapter 14.23, the Director may assess a civil penalty of up to ((~~$500~~)) $665.95. per aggrieved party.

2. For a second violation of this Chapter 14.23, the Director shall assess a civil penalty of up to ((~~$1,000~~)) $1,331.90 per aggrieved party, or an amount equal to ten percent of the total amount of unpaid compensation, whichever is greater.

3. For a third or any subsequent violation of this Chapter 14.23, the Director shall assess a civil penalty of up to ((~~$5,000~~)) $6,659.49 per aggrieved party, or an amount equal to ten percent of the total amount of unpaid compensation, whichever is greater. The maximum civil penalty for a violation of this Chapter 14.23 shall be

((~~$20,000~~)) $26,637.97 per aggrieved party, or an amount equal to ten percent of the total amount of unpaid compensation, whichever is greater.

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

F. The Director is authorized to assess fines for a violation of this Chapter 14.23 and may specify that fines are due to the aggrieved party rather than to the Agency. The Director is authorized to assess fines as follows:

Violation	**Fine**
Failure to provide a 24-hour period of rest for live-in domestic worker under subsection 14.23.020.B.3	Up to $665.95 per aggrieved party
Failure to comply with prohibitions against retaining domestic worker original documents and other personal effects under subsection 14.23.020.C	Up to $665.95 per aggrieved party
Failure to retain hiring entity records for three years under subsection 14.23.020.E	Up to $665.95 per aggrieved party
Failure to provide advance notice of termination under subsection 14.23.020.F	Up to $665.95 per aggrieved party
Failure to provide a copy of a written agreement, including rights afforded, under Section 14.23.025	Up to $665.95 per aggrieved party
Failure to include applicable terms in a written agreement as specified under Section 14.23.025	Up to $665.95 per aggrieved party
Failure to comply with prohibitions against retaliation for exercising rights protected under Section 14.23.070	Up to $1,331.90 per aggrieved party

Failure to provide notice of investigation to domestic worker under subsection 14.23.085.B.2	Up to $665.95 per aggrieved party
Failure to post or distribute public notice of failure to comply with final order under subsection 14.23.115.A.1	Up to $665.95 per aggrieved party

The maximum amount that may be imposed in fines in a one-year period for each type of violation is $6,659.49 per aggrieved party unless a fine for retaliation is issued, in which case the maximum amount that may be imposed is $26,637.97 per aggrieved party.

((~~E.~~)) G. A respondent who willfully hinders, prevents, impedes, or interferes with the Director or Hearing Examiner in the performance of their duties under this Chapter 14.23 shall be subject to a civil penalty of not less than ((~~$1,000~~)) $1,331.90 and not more than ((~~$5,000~~)) $6,659.49.

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

((~~G.~~)) I. The hiring entity that is the subject of a settlement agreement stipulating that a violation shall count for debarment, or final order for which all appeal rights have been exhausted shall not be permitted to bid, or have a bid considered, on any City contract until such amounts due under the final order have been paid in full to the Director. If the hiring entity is the subject of a final order two times or more within a five-year period, the contractor or subcontractor shall not be allowed to bid on any City contract for two years. This subsection ((~~14.23.095.G~~)) 14.23.095.I shall be construed to

provide grounds for debarment separate from, and in addition to, those contained in Chapter 20.70 and shall not be governed by that chapter provided that nothing in this subsection ((~~14.23.095.G~~)) 14.23.095.I shall be construed to limit the application of Chapter 20.70. The Director shall notify the Director of Finance and Administrative Services of all hiring entities subject to debarment under this subsection ((~~14.23.095.G~~)) 14.23.095.I.

Section 5. A new Section 14.23.127 is added to the Seattle Municipal Code as follows:

14.23.127 Waiver

Any waiver by an individual of any provisions of this Chapter 14.23 shall be deemed contrary to public policy and shall be void and unenforceable.

Section 6. A new Section 14.23.128 is added to the Seattle Municipal Code as follows:

14.23.128 Encouragement of more generous policies

A. Nothing in this Chapter 14.23 shall be construed to discourage or prohibit a hiring entity from the adoption or retention of policies more generous than the ones required herein.

B. Nothing in this Chapter 14.23 shall be construed as diminishing the obligation of the hiring entity to comply with any applicable law, contract, or other agreement providing more generous policies than required herein.

Section 7. Sections 1 through 6 of this ordinance shall take effect on July 1, 2027.

This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council and signed in open session in authentication of its passage on September 15, 2026.

President _____ of the City Council

Approved on September 18, 2026.

Katie B. Wilson, Mayor

Attested on September 21, 2026.

Lenné Dedman, City Clerk

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