

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

..title

AN ORDINANCE relating to employment in Seattle; requiring employers to provide parking or compensation for parking expenses to construction employees working in Seattle; amending Sections 3.02.125, 3.15.000, and 6.208.020 of the Seattle Municipal Code; and adding a new Title 8 and Chapter 8.35 to the Seattle Municipal Code.

..body

WHEREAS, construction has long been a major economic driver in the Seattle region,

employing tens of thousands of skilled trades workers in building in Seattle; and

WHEREAS, before the COVID-19 recession, construction in Seattle was booming and in 2018

Rider Levett Bucknall reported that Seattle was the acclaimed construction crane capital

of the United States (US) for three consecutive years and had more cranes than at any

point since Rider Levett Bucknall began counting cranes in 2014; and

WHEREAS, as the economy emerges from the worst of the COVID-19 recession, Seattle

construction is booming again, and Dodge Data and Analytics reported that Seattle was

the eighth top metropolitan area in the US for commercial and apartment building

construction starts in the first half of 2021; and

WHEREAS, in June 2021, the Puget Sound Business Journal reported that the top construction

projects in Seattle included the Light Rail expansion mega-project, the \$1.8 billion

Washington State Convention Center Expansion, the \$1.15 billion Climate Pledge Arena,

along with the \$900 million Expedia headquarters project, the \$570 million high-rise

luxury commercial and residential Rainier Square downtown project, the \$455 million

Colman Dock rebuild, the \$381 million high-rise luxury tower project at 1200 Stewart,

the \$370 million luxury Ovation Towers on First Hill, the \$317 million Martin Selig Real

1 Estate project at Third and Lenora downtown, and the \$187 million luxury condominium
2 Spire highrise in downtown Seattle; and

3 WHEREAS, Seattle’s construction surge is only powered by the skill and experience of
4 thousands of construction workers, most of whom are proud members of building trades
5 unions; and

6 WHEREAS, notwithstanding their quality labor and good pay that they have secured in union
7 contracts, construction workers increasingly cannot afford to live in the city they build, as
8 average home prices in Seattle in September 2021 were \$875,000, an increase of 9.5
9 percent over just the last year, and have more than doubled in the last decade; and

10 WHEREAS, most of the major housing projects under construction are priced out of reach of the
11 vast majority of working people, including the construction workers who are building
12 these projects, as for example condominiums at The Spire are priced from \$485,000 from
13 the smallest studio unit to \$1.44 million for a family-sized unit, and two-bedroom
14 apartments at Rainier Square are listed at between \$6,200/month and \$16,000/month; and

15 WHEREAS, construction workers increasingly report that because of soaring housing costs they
16 have to live further away from the area and are subjected to longer daily commutes of
17 two hours or more each way; and

18 WHEREAS, in September 2021, Jacobin Magazine reported one carpenter stating, “most
19 carpenters do not live in Seattle anymore. We’ve been priced out of the city. They have to
20 commute from farther and farther away, and many of them can no longer afford to buy
21 houses anymore at all;” and

22 WHEREAS, the stress of long commutes and pay that has not kept up with the rising cost of
23 living are cited by carpenters as the reason for the September to October 2021 strike

1 involving 2,000 members of Northwest Carpenters Union, affecting job sites throughout
2 the region; and

3 WHEREAS, the Engineering News-Record, industry media, noted a statement by Northwest
4 Carpenters Union Executive Secretary Treasurer Evelyn Shapiro that the strike started
5 because “many union members wanted more compensation for working in areas
6 including Seattle and Bellevue, where they face higher parking costs and must spend
7 more on gas because rising housing costs have forced many to have to live two or three
8 hours away;” and

9 WHEREAS, many carpenters and the Northwest Carpenters Union leadership have cited paid
10 parking as an important issue related to the insufficiency of worker pay; and

11 WHEREAS, the carpenters’ strike which ended in October 2021 is not unique, as area crane
12 operators, truck drivers, and glaziers went on strike between 2016 and 2018, over similar
13 compensation issues; and

14 WHEREAS, construction workers have high commuter costs because they are traveling long
15 distances to get to job sites; and

16 WHEREAS, most construction workers cannot use public transportation in the same way as
17 other workers because they must travel long distances and report to job sites very early in
18 the morning, before regular bus and train service has started; and

19 WHEREAS, most construction workers also cannot use public transportation because they must
20 drive their personal vehicles to bring their tools, hardhats, safety harnesses, and other
21 equipment to job sites to perform their work; and

22 WHEREAS, construction workers carrying equipment must pay for parking near their job site
23 and this proximity makes parking more expensive for them than for workers in other

1 industries who can work remotely, seek free or less expensive parking farther away from
2 their job site, or use public transportation; and

3 WHEREAS, construction workers must also pay for parking that lasts for the duration of their
4 workday because they are less able to move their vehicles every few hours and this type
5 of parking is more expensive for them than for workers in other industries who can seek
6 shorter-term parking or use public transportation; and

7 WHEREAS, while contractors at some job sites, including Climate Pledge Arena, provide free
8 parking to construction workers, and some construction trades unions like Ironworkers,
9 Sheetmetal workers, and Plumbers and Pipefitters have negotiated paid parking in their
10 union contracts, many contractors do not provide free parking or full reimbursement for
11 parking expenses for their workers, requiring workers to pay \$20 to \$30 per day or more
12 for parking, according to workers; and

13 WHEREAS, unavoidable parking expenses can cost construction workers \$6,000 per worker or
14 more over the course of a year, severely impacting their net income, overall quality of
15 life, and ability to afford housing in the Seattle market; and

16 WHEREAS, currently, many construction employers do not provide any paid parking, or
17 sufficient paid parking, for their workers, even though they could elect to do so; and

18 WHEREAS, the City Council (Council) has passed 17 labor standards that protect and empower
19 workers in Seattle; and

20 WHEREAS, Seattle's labor standards address pay, benefits, and equity issues, including the
21 Minimum Wage Ordinance, Wage Theft Ordinance, Secure Scheduling Ordinance, Paid
22 Sick and Safe Time Ordinance, Domestic Workers Ordinance, Hotel Employee
23 Protections Ordinances, COVID-19 Gig Worker Protections Ordinances, Transportation

1 Network Company Driver Ordinances, and Independent Contractor Protections
2 Ordinance, among others; and

3 WHEREAS, many of these ordinances cover specific subsections of the Seattle workforce, as the
4 Council recognized that different workers are affected in different ways by work
5 requirements and conditions, necessitating ordinances that address problems in specific
6 industries; and

7 WHEREAS, the Council intends to address the problem of parking costs for construction
8 workers who must drive their personal vehicles to Seattle job sites; and

9 WHEREAS, requiring all general and subcontractors to provide parking or to reimburse
10 construction workers for parking costs they incur to perform work in Seattle furthers the
11 public interest by creating a level playing field for all construction employers doing
12 business in Seattle; and

13 WHEREAS, The City of Seattle is a leader on wage, labor, and workforce practices that improve
14 workers' lives, support economic security, and contribute to a fair, healthy, and vibrant
15 economy; NOW, THEREFORE,

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

17 Section 1. The City Council (Council) finds and declares that:

18 A. In the exercise of The City of Seattle's police powers, the City is granted authority to
19 pass regulations designed to protect and promote public health, safety, and welfare.

20 B. This ordinance protects and promotes public health, safety, and welfare by requiring
21 construction employers to provide parking for construction employees or to reimburse
22 construction employees for parking costs they incur as a regular expense of performing work in

1 Seattle, thereby considerably increasing the net income of these workers and improving their
2 overall quality of life and ability to support themselves and their families.

3 C. Construction is a vital source of work and income for tens of thousands of workers in
4 Seattle and many of these workers spend a disproportionate share of their income to reach their
5 job sites.

6 D. Unlike workers in many other industries, construction workers must drive to work to
7 meet the specific needs of their jobs, such as bringing heavy tools and other equipment to
8 perform their work or arriving early in the morning before the start of public transportation
9 services. Construction workers must also park near their jobs to limit the distance that they carry
10 equipment to the job site and must find parking for the duration of the workday to avoid moving
11 their vehicles every few hours.

12 E. It can be exceptionally expensive for construction workers to park near their job sites
13 in Seattle, and this expense is particularly damaging for workers who are facing inequities in pay
14 and other aspects of work.

15 F. Requiring construction employers to pay for the parking costs of construction workers
16 will meaningfully improve the financial resources of workers who bear significant expense to
17 perform work that supports their economic livelihood and contributes to a thriving construction
18 industry in Seattle.

19 Section 2. A new Title 8 is added to the Seattle Municipal Code as follows:

20 **TITLE 8 LABOR STANDARDS**

21 Section 3. A new Chapter 8.35 is added to the Seattle Municipal Code as follows:

22 **CHAPTER 8.35 CONSTRUCTION EMPLOYEE PARKING REIMBURSEMENTS**

23 **8.35.010 Short title**

1 This Chapter 8.35 shall constitute the “Construction Employee Parking Reimbursements
2 Ordinance” and may be cited as such.

3 **8.35.020 Definitions**

4 For purposes of this Chapter 8.35:

5 “Adverse action” means reducing compensation, garnishing gratuities, denying a job or
6 promotion, demoting, terminating, failing to rehire after a seasonal interruption of work,
7 threatening, penalizing, retaliating, engaging in unfair immigration-related practices, filing a
8 false report with a government agency, or otherwise discriminating against any person for any
9 reason prohibited by Section 8.35.120. “Adverse action” for an employee may involve any
10 aspect of employment, including compensation, work hours, responsibilities, or other material
11 change in the terms and conditions of employment. “Adverse action” also encompasses any
12 action by the employer or a person acting on the employer’s behalf that would dissuade a
13 reasonable person from exercising any right afforded by this Chapter 8.35.

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

15 “Aggrieved party” means an employee or other person who suffers tangible or intangible
16 harm due to an employer or other person's violation of this Chapter 8.35.

17 “City” means The City of Seattle.

18 “Compensation” means the payment owed to an employee by reason of employment,
19 including but not limited to, salaries, wages, tips, service charge distributions, overtime,
20 commissions, piece rate, bonuses, rest breaks, promised or legislatively required pay or paid
21 leave, and reimbursement for employer expenses.

1 “Construction” and “construction work” means any site preparation, assembly, erection,
2 demolition, repair, maintenance, or alteration of public or private structures, rights-of-way work,
3 utilities, or similar action occurring on a construction site.

4 “Construction employee” means an employee performing construction work.

5 “Construction employer” means an employer primarily engaged in construction and
6 includes general contractors and subcontractors.

7 “Construction site” means any property where construction occurs.

8 “Director” means the Director of the Office of Labor Standards or the Director's
9 designee.

10 “Employ” means to suffer or permit to work.

11 “Employee” means “employee” as defined under Section 12A.28.200, including but not
12 limited to full-time employees, part-time employees, and temporary workers. An alleged
13 employer bears the burden of proof that the individual is, as a matter of economic reality, in
14 business for oneself (i.e., an independent contractor) rather than dependent upon the alleged
15 employer.

16 “Employer” means any individual, partnership, association, corporation, business trust,
17 or any entity, person or group of persons, or a successor thereof, that employs another person and
18 includes any such entity or person acting directly or indirectly in the interest of the employer in
19 relation to the employee. More than one entity may be the “employer” if employment by one
20 employer is not completely disassociated from employment by any other employer.

21 “Front pay” means the compensation the employee would earn or would have earned if
22 reinstated to the employee's former position.

1 “Parking expenses” means out-of-pocket expenses or costs incurred by an employee to
2 obtain parking at or near a construction site.

3 “Primary language” means the language in which the employee feels most comfortable
4 communicating.

5 “Rate of inflation” means 100 percent of the annual average growth rate of the bi-
6 monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban Wage Earners and
7 Clerical Workers, termed CPI-W, for the 12-month period ending in August, provided that the
8 percentage increase shall not be less than zero.

9 “Respondent” means an employer or any person who is alleged or found to have
10 committed a violation of this Chapter 8.35.

11 “Structure” means anything constructed or erected on or under the ground, or any
12 improvement built up or composed of parts joined together in some definite manner and
13 affixed to or overhanging the ground.

14 “Successor” means any person to whom an employer quitting, selling out, exchanging, or
15 disposing of a business sells or otherwise conveys in bulk and not in the ordinary course of the
16 employer’s business, a major part of the property, whether real or personal, tangible or
17 intangible, of the employer’s business. For purposes of this definition, “person” means an
18 individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm,
19 corporation, business trust, partnership, limited liability partnership, company, joint stock
20 company, limited liability company, association, joint venture, or any other legal or commercial
21 entity.

22 “Written” or “writing” means a printed or printable communication in physical or
23 electronic format, including but not limited to a communication that is transmitted through email,

1 text message, or a computer or mobile system, or that is otherwise sent and maintained
2 electronically.

3 **8.35.030 Employee coverage**

4 For the purposes of this Chapter 8.35, covered employees are limited to construction employees
5 who perform work for a covered employer in whole or part in Seattle.

6 **8.35.030 Employer coverage**

7 A. For the purposes of this Chapter 8.35, covered employers are limited to construction
8 employers operating in whole or part in Seattle.

9 B. Separate entities that form an integrated enterprise shall be considered a single
10 employer under this ordinance. Separate entities will be considered an integrated enterprise and a
11 single employer under this ordinance where a separate entity controls the operation of another
12 entity. The factors to consider in making this assessment may include, but are not limited to:

- 13 1. Degree of interrelation between the operations of multiple entities;
- 14 2. Degree to which the entities share common management;
- 15 3. Centralized control of labor relations;
- 16 4. Degree of common ownership or financial control over the entities; and
- 17 5. Use of a common brand, trade, business, or operating name.

18 C. The Agency is authorized to make a reasonable inference as to whether an employer
19 meets the definition of “construction employer” under Section 8.35.020, and an alleged employer
20 bears the burden of proof to show that the employer is not a “construction employer” as defined
21 in Section 8.35.020.

22 **8.35.040 Parking reimbursements**

1 A. Employers shall provide each employee with full reimbursement for parking expenses
2 for construction work in Seattle.

3 1. Employers providing additional compensation for parking expenses, such as
4 hourly parking benefits, may use such compensation to offset the amount due for reimbursement
5 of parking expenses under this subsection 8.35.040.A. Employers bear the burden of proof to
6 show that the additional compensation is for the purposes of providing reimbursement for
7 parking expenses.

8 2. Employers providing parking, at no cost to the employee, at or near a
9 construction site are not required to provide reimbursement for parking expenses under Section
10 8.35.040. If the employer-provided parking is more than three blocks from the construction site,
11 the employer shall provide transportation, at no cost to the employee, to and from the employer-
12 provided parking site and the construction site; the employer also shall compensate the employee
13 for the time spent travelling between the employer-provided parking site and the construction
14 site as hours worked at the employee's regular rate of pay, subject to overtime requirements.

15 B. Reimbursement for parking expenses and pay for travel time from employer-provided
16 parking under subsection 8.35.040.A is compensation under Chapter 14.20. Employers providing
17 reimbursement for parking expenses or pay for travel time from employer-provided parking shall
18 comply with all compensation requirements under Chapter 14.20, including but not limited to the
19 following:

20 1. Employers shall provide compensation on an established regular pay day at no
21 longer than monthly payment intervals under Section 14.20.020.

22 2. Employers shall provide revised written notice of employment information that
23 includes notice of reimbursement for parking expenses or pay for travel time from employer-

1 provided parking under subsection 14.20.025.D, provided that such notice is due by 30 days after
2 the effective date of this Chapter 8.35.

3 3. Employers shall provide reimbursement for parking expenses or pay for travel
4 time from employer-provided parking on an established regular pay day at no longer than
5 monthly payment intervals under Section 14.20.020.

6 4. Employers shall provide written itemization of reimbursements for parking
7 expenses or pay for travel time from employer-provided parking to distinguish between payment
8 for work performed and payment for reimbursement of parking expenses or pay for travel time
9 from employer-provided parking under subsection 14.20.025.E.

10 **8.35.100 Notice of rights**

11 A. Within 30 days of the effective date of this Chapter 8.35, employers shall display a
12 written notice of rights established by this Chapter 8.35 in a conspicuous and accessible place at
13 any workplace or job site where any of their employees' work. Employers shall display the
14 notice of rights in English and in the primary language(s) of the employee(s) at the workplace
15 or job site. Employers shall make a good faith effort to determine the primary languages of the
16 employees at the workplace or job site. If display of the notice of rights is not feasible,
17 including situations when the employee works remotely or does not have a regular workplace
18 or job site, employers may solely provide the notice of rights on an individual basis in the
19 employee's primary language in a physical or electronic format that is reasonably conspicuous
20 and accessible. The Director may issue rules governing the form and content of the notice of
21 rights, the manner of its distribution, and required languages for its translation.

22 B. The notice of rights shall provide information on:

1 1. The right to reimbursement for parking expenses and pay for travel time from
2 employer-provided parking guaranteed by this Chapter 8.35;

3 2. The right to be protected from retaliation for exercising in good faith the rights
4 protected by this Chapter 8.35;

5 3. The right to file a complaint with the Agency or bring a civil action for
6 violation of the requirements of this Chapter 8.35, including but not limited to an employer or
7 any person's failure to provide reimbursement for parking expenses as required by this Chapter
8 8.35, and an employer or other person's retaliation against an employee or other person for
9 asserting the right to reimbursement for parking expenses or otherwise engaging in an activity
10 protected by this Chapter 8.35; and

11 4. Pursuant to rules that the Director may issue, other information that is
12 material and necessary to effectuate the terms of this Chapter 8.35.

13 C. The Agency may create and distribute a model notice of rights in English and other
14 languages. However, employers are responsible for providing employees with the notice of rights
15 required by subsection 8.35.100.B in a form and manner sufficient to inform employees of their
16 rights under this Chapter 8.35, regardless of whether the Agency has created and distributed a
17 model notice of rights.

18 **8.35.110 Employer records**

19 A. Employers shall retain records that document compliance with this Chapter 8.35 for
20 each employee.

21 B. Employers shall retain the records required by subsection 8.35.110.A for a period of
22 three years.

1 C. If an employer fails to retain adequate records required under subsection 8.35.110.A,
2 there shall be a presumption, rebuttable by clear and convincing evidence, that the employer
3 violated this Chapter 8.35 for the periods and for each employee for whom records were not
4 retained.

5 **8.35.120 Retaliation prohibited**

6 A. No employer or any other person shall interfere with, restrain, or deny the exercise of,
7 or the attempt to exercise, any right protected under this Chapter 8.35.

8 B. No employer or any other person shall take any adverse action against any person
9 because the person has exercised in good faith the rights protected under this Chapter 8.35. Such
10 rights include, but are not limited to, the right to make inquiries about the rights protected under
11 this Chapter 8.35; the right to inform others about their rights under this Chapter 8.35; the right
12 to inform the person's employer, the person's legal counsel, a union or similar organization, or
13 any other person about an alleged violation of this Chapter 8.35; the right to file an oral or
14 written complaint with the Agency or bring a civil action for an alleged violation of this Chapter
15 8.35; the right to cooperate with the Agency in its investigations of this Chapter 8.35; the right to
16 testify in a proceeding under or related to this Chapter 8.35; the right to refuse to participate in an
17 activity that would result in a violation of city, state or federal law; and the right to oppose any
18 policy, practice, or act that is unlawful under this Chapter 8.35.

19 C. No employer or any other person shall communicate to a person exercising rights
20 protected in this Section 8.35.120, directly or indirectly, the willingness to inform a government
21 worker that the person is not lawfully in the United States, or to report, or to make an implied or
22 express assertion of a willingness to report, suspected citizenship or immigration status of an

1 employee or family member of an employee to a federal, state, or local agency because the
2 employee has exercised a right under this Chapter 8.35.

3 D. It shall be a rebuttable presumption of retaliation if an employer or any other person
4 takes an adverse action against a person within 90 days of the person's exercise of rights
5 protected in this Section 8.35.120. The employer may rebut the presumption with clear and
6 convincing evidence that the adverse action was taken for a permissible purpose.

7 E. Proof of retaliation under this Section 8.35.120 shall be sufficient upon a showing that
8 an employer or any other person has taken an adverse action against a person and the person's
9 exercise of rights protected in this Section 8.35.120 was a motivating factor in the adverse action,
10 unless the employer can prove that the action would have been taken in the absence of such
11 protected activity.

12 F. The protections afforded under this Section 8.35.120 shall apply to any person who
13 mistakenly but in good faith alleges violations of this Chapter 8.35.

14 G. A complaint or other communication by any person triggers the protections of this
15 Section 8.35.120 regardless of whether the complaint or communication is in writing or makes
16 explicit reference to this Chapter 8.35.

17 **8.35.125 Rulemaking authority**

18 The Director is authorized to administer and enforce this Chapter 8.35. The Director is
19 authorized to promulgate, revise, or rescind rules and regulations deemed necessary,
20 appropriate, or convenient to administer, evaluate and enforce the provisions of this Chapter
21 8.35 pursuant to Chapter 3.02, providing affected entities with due process of law and in
22 conformity with the intent and purpose of this Chapter 8.35. Any rules promulgated by the

1 Director shall have the force and effect of law and may be relied on by employers, employees,
2 and other parties to determine their rights and responsibilities under this Chapter 8.35.

3 **8.35.130 Enforcement power and duties**

4 The Agency shall have the power to administer and enforce this Chapter 8.35 and shall have
5 such powers and duties in the performance of these functions as are defined in this Chapter 8.35
6 and otherwise necessary and proper in the performance of the same and provided for by law.

7 **8.35.140 Violation**

8 The failure of any respondent to comply with any requirement imposed on the respondent under
9 this Chapter 8.35 is a violation.

10 **8.35.150 Investigation**

11 A. The Agency shall have the power to investigate any violations of this Chapter 8.35 by
12 any respondent. The Agency may prioritize investigations of workforces that are vulnerable to
13 violations of this Chapter 8.35. The Agency may initiate an investigation pursuant to Director
14 rules, including but not limited to situations when the Director has reason to believe that a
15 violation has occurred or will occur, or when circumstances show that violations are likely to
16 occur within a class of employers or businesses because the workforce contains significant
17 numbers of employees who are vulnerable to violations of this Chapter 8.35 or the workforce is
18 unlikely to volunteer information regarding such violations. An investigation may also be
19 initiated through the receipt by the Agency of a report or complaint filed by an employee or other
20 person.

21 B. An employee or other person may report to the Agency any suspected violation of this
22 Chapter 8.35. The Agency shall encourage reporting pursuant to this Section 8.35.150 by taking
23 the following measures:

1 1. The Agency shall keep confidential, to the maximum extent permitted by
2 applicable laws, the name and other identifying information of the employee or person reporting
3 the violation. However, with the authorization of such person, the Agency may disclose the
4 employee’s or person’s name and identifying information as necessary to enforce this Chapter
5 8.35 or for other appropriate purposes.

6 2. The Agency may require the employer to post or otherwise notify other
7 employees working for the employer that the Agency is conducting an investigation. The
8 employer shall provide the notice of investigation in a form, place, and manner designated by the
9 Agency. The Agency shall create the notice of investigation in English and other languages.

10 3. The Agency may certify the eligibility of eligible persons for “U” Visas under
11 the provisions of 8 U.S.C. § 1184.p and 8 U.S.C. § 1101.a.15.U. This certification is subject to
12 applicable federal law and regulations, and Director rules.

13 C. The Agency's investigation shall commence within three years of the alleged violation.
14 To the extent permitted by law, the applicable statute of limitations for civil actions is tolled
15 during any investigation under this Chapter 8.35 and any administrative enforcement proceeding
16 under this Chapter 8.35 based upon the same facts. For purposes of this Chapter 8.35:

17 1. The Agency's investigation begins on the earlier date of when the Agency
18 receives a complaint from a person under this Chapter 8.35, or when the Agency provides notice
19 to the respondent that an investigation has commenced under this Chapter 8.35.

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

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

2 E. The Director may apply by affidavit or declaration in the form allowed under RCW
3 9A.72.085 to the Hearing Examiner for the issuance of subpoenas requiring an employer to
4 produce the records required by Section 8.35.110, or for the attendance and testimony of
5 witnesses, or for the production of documents required to be retained under Section 8.35.110, or
6 any other document relevant to the issue of whether any employee or group of employees
7 received the information or other benefits required by this Chapter 8.35, and/or to whether an
8 employer has violated any provision of this Chapter 8.35. The Hearing Examiner shall conduct
9 the review without hearing as soon as practicable and shall issue subpoenas upon a showing that
10 there is reason to believe that: a violation has occurred, a complaint has been filed with the
11 Agency, that circumstances show that violations are likely to occur within a class of businesses
12 because the workforce contains significant numbers of employees who are vulnerable to
13 violations of this Chapter 8.35, the workforce is unlikely to volunteer information regarding such
14 violations, or the Agency has gathered preliminary information indicating that a violation may
15 have occurred.

16 F. An employer that fails to comply with the terms of any subpoena issued under
17 subsection 8.35.150.E in an investigation by the Agency under this Chapter 8.35 before the
18 issuance of a Director's Order issued pursuant to subsection 8.35.160.C may not use such records
19 in any appeal to challenge the correctness of any determination by the Agency of liability,
20 damages owed, or penalties assessed.

21 G. In addition to other remedies, the Director may refer any subpoena issued under
22 subsection 8.35.150.E to the City Attorney to seek a court order to enforce any subpoena.

1 H. Where the Director has reason to believe that a violation has occurred, the Director
2 may order any appropriate temporary or interim relief to mitigate the violation or maintain the
3 status quo pending completion of a full investigation or hearing, including but not limited to a
4 deposit of funds or bond sufficient to satisfy a good-faith estimate of compensation, interest,
5 damages, and penalties due. A respondent may appeal any such order in accordance with Section
6 8.35.180.

7 **8.35.160 Findings of fact and determination**

8 A. Except when there is an agreed upon settlement, the Director shall issue a written
9 determination with findings of fact resulting from the investigation and statement of whether a
10 violation of this Chapter 8.35 has or has not occurred based on a preponderance of the evidence
11 before the Director.

12 B. If the Director determines that there is no violation of this Chapter 8.35, the Director
13 shall issue a “Determination of No Violation” with notice of an employee’s or other person’s
14 right to appeal the decision, pursuant to Director rules.

15 C. If the Director determines that a violation of this Chapter 8.35 has occurred, the
16 Director shall issue a “Director's Order” that shall include a notice of violation identifying the
17 violation or violations.

18 1. The Director’s Order shall state with specificity the amounts due under this
19 Chapter 8.35 for each violation, including payment of unpaid compensation, liquidated damages,
20 civil penalties, penalties payable to aggrieved parties, fines, and interest pursuant to Section
21 8.35.170.

1 2. The Director's Order may specify that civil penalties and fines due to the
2 Agency can be mitigated for respondent's timely payment of remedy due to an aggrieved party
3 pursuant to subsection 8.35.170.A.4.

4 3. The Director's Order may specify that civil penalties and fines are due to the
5 aggrieved party rather than due to the Agency.

6 4. The Director's Order may direct the respondent to take such corrective action as
7 is necessary to comply with the requirements of this Chapter 8.35, including but not limited to
8 monitored compliance for a reasonable time period.

9 5. The Director's Order shall include notice of the respondent's right to appeal the
10 decision pursuant to Section 8.35.180.

11 **8.35.165 Complaint procedure**

12 A. The Agency shall have the power to respond to any violations of this Chapter 8.35
13 with a complaint procedure.

14 B. The Agency may initiate a complaint procedure as an alternative enforcement method
15 to an investigation for responding to a report or complaint by any person of a violation of this
16 Chapter 8.35. The Director may issue rules for the complaint procedure, including but not
17 limited to rules to establish the timeline for sending the information required by subsection
18 8.35.165.D, determine the nature and content of information requested from the complainant and
19 employer, and indicate when the Agency may prioritize use of a complaint procedure prior to an
20 investigation or in lieu of an investigation. The Director may also establish other enforcement
21 methods to efficiently resolve violations of this Chapter 8.35.

22 C. The Agency may request the complainant to provide information pursuant to the
23 complaint procedure, including but not limited to:

1 1. Contact information for the employee and employer; and

2 2. A statement describing the alleged violations of this Chapter 8.35.

3 D. The Agency may send notices to the employer and complainant, including but not
4 limited to:

5 1. Notice of the alleged violation(s). The Agency may send notice to the employer
6 of the alleged violation(s) of this Chapter 8.35. The Agency shall bear any cost of sending such
7 notice by certified mail or by other means incurring a cost to the Agency. This notice may
8 include but not be limited to:

9 a. Statement of the alleged violation(s) of this Chapter 8.35; and

10 b. Description of the remedies available to an employee for violation(s) of
11 this Chapter 8.35;

12 2. Response from the employer. The Agency may request the employer to send
13 the Agency relevant information to respond to the alleged violation(s) within a specified
14 timeframe.

15 3. Notice to the complainant of the response from the employer. The Agency may
16 send a notice to the complainant of the response from the employer. This notice to the
17 complainant may include but not be limited to:

18 a. The response from employer, including any enclosures;

19 b. Information on the right to bring a civil action in a court of competent
20 jurisdiction;

21 c. Any other information about the status of the complaint; and

22 d. Information about the navigation program pursuant to Section 8.35.167.

1 4. Notice of no response. If the Agency receives no response from the employer
2 within the specified timeframe, the Agency may send a notice of no response to the complainant
3 and the employer and may include proof that the Agency previously sent notice of the alleged
4 violation(s) to the employer.

5 5. Notice of closure. The Agency may send the complainant and employer notice
6 of the Agency's completion of the complaint procedure and/or closure of the case.

7 E. Upon satisfying the requirements of subsections 8.35.165.C and 8.35.165.D, the
8 Agency may close the case.

9 **8.35.167 Navigation program**

10 The Agency may establish a navigation program that provides intake and information relating to
11 the provisions of this Chapter 8.35.

12 A. The navigation program may provide a range of information, including but not limited
13 to:

14 1. Information on the provisions and procedures of this Chapter 8.35;

15 2. General court information, including but not limited to:

16 a. Information on court procedures for filing civil actions in a court of
17 competent jurisdiction; and

18 b. Information on obtaining translation and interpretation services, and
19 other courtroom services;

20 3. A list of organizations that can be used to identify attorneys;

21 4. Organizations providing outreach and education, and/or legal assistance to
22 employees;

1 5. Information about classifying workers as employees or independent
2 contractors; and

3 6. As determined by the Director, additional information related to the provisions
4 of this Chapter 8.35, other workplace protections for independent contractors, or other resources
5 for resolving workplace issues.

6 B. The navigation program may include outreach and education to the public on the
7 provisions and procedures of this Chapter 8.35.

8 C. The navigation program shall not include legal advice from the Agency. However, if
9 the Agency provides information to an employee about a community organization through the
10 navigation program, the community organization is not precluded from providing legal advice.

11 **8.35.170 Remedies**

12 A. The payment of unpaid compensation, liquidated damages of up to twice the amount
13 of unpaid compensation, civil penalties, penalties payable to aggrieved parties, fines, and interest
14 provided under this Chapter 8.35 is cumulative and is not intended to be exclusive of any other
15 available remedies, penalties, fines, and procedures.

16 1. The amounts of all civil penalties, penalties payable to aggrieved parties, and
17 fines contained in this Section 8.35.170 shall be increased annually to reflect the rate of inflation
18 and calculated to the nearest cent on January 1 of each year thereafter. The Agency shall
19 determine the amounts and file a schedule of such amounts with the City Clerk.

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

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

3 4. If there is a remedy due to an aggrieved party, the Director may waive part or
4 all civil penalties and fines due to the Agency based on timely payment of the full remedy due to
5 the aggrieved party.

6 a. The Director may waive the total amount of civil penalties and fines due
7 to the Agency if the Director determines that the respondent paid the full remedy due to the
8 aggrieved party within ten days of service of the Director's Order.

9 b. The Director may waive half the amount of civil penalties and fines due
10 to the Agency if the Director determines that the respondent paid the full remedy due to the
11 aggrieved party within 15 days of service of the Director's Order.

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

15 5. When determining the amount of liquidated damages, civil penalties, penalties
16 payable to aggrieved parties, and fines due under this Section 8.35.170 for a settlement
17 agreement or Director's Order, including but not limited to the mitigation of civil penalties and
18 fines due to the Agency for timely payment of remedy due to an aggrieved party under
19 subsection 8.35.170.A.4, the Director may consider:

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

22 b. The nature and persistence of the violations;

23 c. The extent of the respondent's culpability;

- 1 d. The substantive or technical nature of the violations;
- 2 e. The size, revenue, and human resources capacity of the respondent;
- 3 f. The circumstances of each situation;
- 4 g. The amount of penalties in similar situations; and
- 5 h. Pursuant to rules that the Director may issue, other factors that are
- 6 material and necessary to effectuate the terms of this Chapter 8.35.

7 B. A respondent found to be in violation of this Chapter 8.35 shall be liable for full
8 payment of unpaid compensation due plus interest in favor of the aggrieved party under the
9 terms of this Chapter 8.35, and other equitable relief. If the precise amount of unpaid
10 compensation cannot be determined due to a respondent's failure to produce records or if a
11 respondent produces records in a manner or form which makes timely determination of the
12 amount of unpaid compensation impracticable, the Director may designate a daily amount for
13 unpaid compensation due to aggrieved party. For any violation of this Chapter 8.35, the Director
14 may assess liquidated damages in an additional amount of up to twice the unpaid compensation.

15 C. A respondent found to be in violation of this Chapter 8.35 for retaliation under Section
16 8.35.120 shall be subject to any appropriate relief at law or equity including, but not limited to
17 reinstatement of the aggrieved party, front pay in lieu of reinstatement with full payment of
18 unpaid compensation plus interest in favor of the aggrieved party under the terms of this Chapter
19 8.35, and liquidated damages in an additional amount of up to twice the unpaid compensation.
20 The Director also shall order the imposition of a penalty payable to the aggrieved party of up to
21 \$5,565.10.

22 D. The Director is authorized to assess civil penalties for a violation of this Chapter 8.35
23 and may specify that civil penalties are due to the aggrieved party rather than due to the Agency.

1 1. For a first violation of this Chapter 8.35, the Director may assess a civil penalty
2 of up to \$556.30 per aggrieved party.

3 2. For a second violation of this Chapter 8.35, the Director shall assess a civil
4 penalty of up to \$1,112.60 per aggrieved party, or an amount equal to ten percent of the total
5 amount of unpaid compensation, whichever is greater.

6 3. For a third or any subsequent violation of this 8.35, the Director shall assess a
7 civil penalty of up to \$5,565.10 per aggrieved party, or an amount equal to ten percent of the
8 total amount of unpaid compensation, whichever is greater.

9 4. For purposes of this subsection 8.35.170.D, a violation is a second, third, or
10 subsequent violation if the respondent has been a party to one, two, or more than two settlement
11 agreements, respectively, stipulating that a violation has occurred; and/or one, two, or more than
12 two Director's Orders, respectively, have issued against the respondent in the ten years preceding
13 the date of the violation; otherwise, it is a first violation.

14 E. The Director is authorized to assess fines for a violation of this Chapter 8.35 and may
15 specify that fines are due to the aggrieved party rather than due to the Agency. The Director is
16 authorized to assess fines as follows:

Violation	Fine
Failure to provide written notice of rights under Section 8.35.100	\$556.30 per aggrieved party
Failure to retain employer records for three years under subsections 8.35.110.A and 8.35.110.B	\$556.30 per missing record
Failure to comply with prohibitions against retaliation for exercising rights protected under Section 8.35.120	\$1,112.60 per aggrieved party
Failure to provide notice of investigation to employees under subsection 8.35.150.B.2	\$556.30 per aggrieved party
Failure to post or distribute public notice of failure to comply with final order under subsection 8.35.210.A.1	\$556.30

17

1 For each employee hired by the employer and each missing record, the maximum amount that
2 may be imposed in fines in a one-year period for each type of violation listed above is \$5,565.10.

3 For each employee hired by the employer, if a fine for retaliation is issued, the maximum amount
4 that may be imposed in a one-year period is \$22,259.36.

5 F. A respondent that willfully hinders, prevents, impedes, or interferes with the Director
6 or Hearing Examiner in the performance of their duties under this Chapter 8.35 shall be subject
7 to a civil penalty of not less than \$1,112.60 and not more than \$5,565.10.

8 G. In addition to the unpaid compensation, penalties, fines, liquidated damages, and
9 interest, the Agency may assess against the respondent in favor of the City the reasonable costs
10 incurred in enforcing this Chapter 8.35, including but not limited to reasonable attorneys' fees.

11 H. A respondent that is the subject of a settlement agreement stipulating that a violation
12 has occurred shall count for debarment, or a final order for which all appeal rights have been
13 exhausted, shall not be permitted to bid, or have a bid considered, on any City contract until such
14 amounts due under the final order have been paid in full to the Director. If the respondent is the
15 subject of a final order two times or more within a five-year period, the employer shall not be
16 allowed to bid on any City contract for two years. This subsection 8.35.170.H shall be construed
17 to provide grounds for debarment separate from, and in addition to, those contained in Chapter
18 20.70 and shall not be governed by that chapter provided that nothing in this subsection
19 8.35.170.H shall be construed to limit the application of Chapter 20.70. The Director shall notify
20 the Director of Finance and Administrative Services of all respondents subject to debarment
21 under this subsection 8.35.170.H.

22 **8.35.180 Appeal period and failure to respond**

1 A. An employee or other person who claims an injury as a result of an alleged violation
2 of this Chapter 8.35 may appeal the Determination of No Violation, pursuant to Director rules.

3 B. A respondent may appeal the Director's Order, including all remedies issued pursuant
4 to Section 8.35.170, by requesting a contested hearing before the Hearing Examiner in writing
5 within 15 days of service of the Director's Order. If a respondent fails to appeal the Director's
6 Order within 15 days of service, the Director's Order shall be final. If the last day of the appeal
7 period so computed is a Saturday, Sunday, or federal or City holiday, the appeal period shall run
8 until 5 p.m. on the next business day.

9 **8.35.190 Appeal procedure and failure to appear**

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

19 B. In all contested cases, the Hearing Examiner shall enter an order affirming, modifying,
20 or reversing the Director's Order, consistent with Ordinance 126068.

21 **8.35.200 Appeal from Hearing Examiner order**

22 A. The respondent may obtain judicial review of the decision of the Hearing Examiner by
23 applying for a Writ of Review in the King County Superior Court within 30 days from the date

1 of the decision in accordance with the procedure set forth in chapter 7.16 RCW, other applicable
2 law, and court rules.

3 B. The decision of the Hearing Examiner shall be final and conclusive unless review is
4 sought in compliance with this Section 8.35.200.

5 **8.35.210 Failure to comply with final order**

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

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

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

15 3. The Director may refer the matter to the City Attorney for the filing of a civil
16 action in King County Superior Court, the Seattle Municipal Court, or any other court of
17 competent jurisdiction to enforce such order or to collect amounts due. In the alternative, the
18 Director may seek to enforce a Director's Order or a final order of the Hearing Examiner under
19 Section 8.35.190.

20 4. The Director may request that the City's Department of Finance and
21 Administrative Services deny, suspend, refuse to renew, or revoke any business license held or
22 requested by the employer or person until such time as the employer complies with the remedy
23 as defined in the settlement agreement or final order. The City's Department of Finance and

1 Administrative Services shall have the authority to deny, refuse to renew, or revoke any business
2 license in accordance with this subsection 8.35.210.A.4.

3 B. No respondent that is the subject of a final order issued under this Chapter 8.35 shall
4 quit business, sell out, exchange, convey, or otherwise dispose of the respondent's business or
5 stock of goods without first notifying the Agency and without first notifying the respondent's
6 successor of the amounts owed under the final order at least three business days before such
7 transaction. At the time the respondent quits business, or sells out, exchanges, or otherwise
8 disposes of the respondent's business or stock of goods, the full amount of the remedy, as defined
9 in a final order issued by the Director or the Hearing Examiner, shall become immediately due
10 and payable. If the amount due under the final order is not paid by respondent within ten days
11 from the date of such sale, exchange, conveyance, or disposal, the successor shall become liable
12 for the payment of the amount due, provided that the successor has actual knowledge of the order
13 and the amounts due or has prompt, reasonable, and effective means of accessing and verifying
14 the fact and amount of the order and the amounts due. The successor shall withhold from the
15 purchase price a sum sufficient to pay the amount of the full remedy. When the successor makes
16 such payment, that payment shall be deemed a payment upon the purchase price in the amount
17 paid, and if such payment is greater in amount than the purchase price the amount of the
18 difference shall become a debt due such successor from the employer.

19 **8.35.220 Debt owed The City of Seattle**

20 A. All monetary amounts due under the Director's Order shall be a debt owed to the City
21 and may be collected in the same manner as any other debt in like amount, which remedy shall
22 be in addition to all other existing remedies, provided that amounts collected by the City for
23 unpaid compensation, liquidated damages, penalties payable to aggrieved parties, or front pay

1 shall be held in trust by the City for the aggrieved party and, once collected by the City, shall be
2 paid by the City to the aggrieved party.

3 B. If a respondent fails to appeal a Director's Order to the Hearing Examiner within the
4 time period set forth in subsection 8.35.180.B, the Director's Order shall be final, and the
5 Director may petition the Seattle Municipal Court, or any court of competent jurisdiction, to
6 enforce the Director's Order by entering judgment in favor of the City finding that the respondent
7 has failed to exhaust its administrative remedies and that all amounts and relief contained in the
8 order are due. The Director's Order shall constitute prima facie evidence that a violation occurred
9 and shall be admissible without further evidentiary foundation. Any certifications or declarations
10 authorized under RCW 9A.72.085 containing evidence that the respondent has failed to comply
11 with the order or any parts thereof, and is therefore in default, or that the respondent has failed to
12 appeal the Director's Order to the Hearing Examiner within the time period set forth in
13 subsection 8.35.180.B, and therefore has failed to exhaust the respondent's administrative
14 remedies, shall also be admissible without further evidentiary foundation.

15 C. If a respondent fails to obtain judicial review of an order of the Hearing Examiner
16 within the time period set forth in subsection 8.35.200.A, the order of the Hearing Examiner
17 shall be final, and the Director may petition the Seattle Municipal Court to enforce the Director's
18 Order by entering judgment in favor of the City for all amounts and relief due under the order of
19 the Hearing Examiner. The order of the Hearing Examiner shall constitute conclusive evidence
20 that the violations contained therein occurred and shall be admissible without further evidentiary
21 foundation. Any certifications or declarations authorized under RCW 9A.72.085 containing
22 evidence that the respondent has failed to comply with the order or any parts thereof, and is
23 therefore in default, or that the respondent has failed to avail itself of judicial review in

1 accordance with subsection 8.35.200.A, shall also be admissible without further evidentiary
2 foundation.

3 D. In considering matters brought under subsections 8.35.220.B and 8.35.220.C, the
4 Seattle Municipal Court may include within its judgment all terms, conditions, and remedies
5 contained in the Director's Order or the order of the Hearing Examiner, whichever is applicable,
6 that are consistent with the provisions of this Chapter 8.35.

7 **8.35.230 Private right of action**

8 A. Any person or class of persons that suffers an injury as a result of a violation of this
9 Chapter 8.35, or is the subject of prohibited retaliation under Section 8.35.120, may bring a civil
10 action in a court of competent jurisdiction against the employer or other person violating this
11 Chapter 8.35 and, upon prevailing, may be awarded reasonable attorney fees and costs and such
12 legal or equitable relief as may be appropriate to remedy the violation including, without
13 limitation: the payment of any unpaid compensation plus interest due to the person and
14 liquidated damages in an additional amount of up to twice the unpaid compensation; and a
15 penalty payable to any aggrieved party of up to \$5,565.10 if the aggrieved party was subject to
16 prohibited retaliation. Interest shall accrue from the date the unpaid compensation was first due
17 at 12 percent per annum, or the maximum rate permitted under RCW 19.52.020.

18 B. For purposes of this Section 8.35.230, “person” includes any entity a member of which
19 has suffered an injury or retaliation, or any other individual or entity acting on behalf of an
20 aggrieved party that has suffered an injury or retaliation.

21 C. For purposes of determining membership within a class of persons entitled to bring an
22 action under this Section 8.35.230, two or more employees are similarly situated if they:

1 1. Are or were hired for the same employer or employers, whether concurrently or
2 otherwise, at some point during the applicable statute of limitations period,

3 2. Allege one or more violations that raise similar questions as to liability, and

4 3. Seek similar forms of relief.

5 D. For purposes of subsection 8.35.230.C, employees shall not be considered dissimilar
6 solely because the employees’:

7 1. Claims seek damages that differ in amount, or

8 2. Job titles or other means of classifying employees differ in ways that are
9 unrelated to their claims.

10 E. An order issued by the court may include a requirement for an employer to submit a
11 compliance report to the court and to the Agency.

12 **8.35.233 Waiver**

13 Any waiver by an individual of any provisions of this Chapter 8.35 shall be deemed contrary to
14 public policy and shall be void and unenforceable.

15 **8.35.235 Encouragement of more generous policies**

16 A. Nothing in this Chapter 8.35 shall be construed to discourage or prohibit an employer
17 from the adoption or retention of parking reimbursement policies more generous than the one
18 required by this Chapter 8.35.

19 B. Nothing in this Chapter 8.35 shall be construed as diminishing the obligation of the
20 employer to comply with any contract, collective bargaining agreement, employment benefit
21 plan, or other agreement providing more generous parking reimbursement policies to an
22 employee than required by this Chapter 8.35.

23 **8.35.240 Other legal requirements; effect on other laws**

1 This Chapter 8.35 provides minimum requirements for providing covered employees with
2 parking reimbursements and shall not be construed to preempt, limit, impose additive
3 requirements, or otherwise affect the applicability of any other law, regulation, requirement,
4 policy, or standard that provides for parking reimbursements, or that extends other protections to
5 employees; and nothing in this Chapter 8.35 shall be interpreted or applied so as to create any
6 power or duty in conflict with federal or state law. Nor shall this Chapter 8.35 be construed to
7 preclude any person aggrieved from seeking judicial review of any final administrative decision
8 or order made under this Chapter 8.35 affecting such person. Nothing in this Section 8.35.240
9 shall be construed as restricting an employee’s right to pursue any other remedies at law or
10 equity for violation of their rights.

11 **8.35.250 Severability**

12 The provisions of this Chapter 8.35 are declared to be separate and severable. If any clause,
13 sentence, paragraph, subdivision, section, subsection, or portion of this Chapter 8.35, or the
14 application thereof to any employer, employee, person, or circumstance, is held to be invalid, it
15 shall not affect the validity of the remainder of this Chapter 8.35, or the validity of its application
16 to other persons or circumstances.

17 Section 4. Section 3.02.125 of the Seattle Municipal Code, last amended by Ordinance
18 126283, is amended as follows:

19 **3.02.125 Hearing Examiner filing fees**

20 A. The filing fee for a case before the City Hearing Examiner is \$85, with the following
21 exceptions:

Basis for Case	Fee in dollars
* * *	

Cable Communications (Chapter 21.60)	No fee
Construction Employee Parking Reimbursements (Chapter 8.35)	No fee
Dangerous Animals (Chapter 9.25)	No fee
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Section 5. Section 3.15.000 of the Seattle Municipal Code, last amended by Ordinance 126189, is amended as follows:

3.15.000 Office of Labor Standards created – Functions

There is created within the Executive Department an Office of Labor Standards, under the direction of the Mayor. The mission of the Office of Labor Standards is to advance labor standards through thoughtful community and business engagement, strategic enforcement and innovative policy development, with a commitment to race and social justice. The Office of Labor Standards seeks to promote greater economic opportunity and further the health, safety, and welfare of workers; support employers and other hiring entities in their implementation of labor standards requirements; and end barriers to workplace equity for women, communities of color, immigrants and refugees, and other vulnerable workers.

The functions of the Office of Labor Standards are as follows:

- A. Promoting labor standards through outreach, education, technical assistance, and training;
- B. Collecting and analyzing data on labor standards enforcement;
- C. Partnering with community, businesses, and workers for stakeholder input and collaboration;
- D. Developing innovative labor standards policy;
- E. Administering and enforcing Title 8, City of Seattle ordinances relating to paid sick and safe time (Chapter 14.16), use of criminal history in employment decisions (Chapter 14.17),

1 minimum wage and minimum compensation (Chapter 14.19), wage and tip compensation
2 requirements (Chapter 14.20), secure scheduling (Chapter 14.22), domestic workers (Chapter
3 14.23), hotel employees safety protections (Chapter 14.26), protecting hotel employees from
4 injury (Chapter 14.27), improving access to medical care for hotel employees (Chapter 14.28),
5 hotel employees job retention (Chapter 14.29), commuter benefits (Chapter 14.30),
6 transportation network company driver deactivation protections (Chapter 14.32), transportation
7 network company driver minimum compensation (Chapter 14.33), independent contractor
8 protections (Chapter 14.34), and other labor standards ordinances that may be enacted in the
9 future.

10 Section 6. Subsection 6.208.020.A of the Seattle Municipal Code, which section was last
11 amended by Ordinance 126274, is amended as follows:

12 **6.208.020 Denial, revocation of, or refusal to renew business license**

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

- 20 1. The license was procured by fraud or false representation of fact.
- 21 2. The licensee has failed to comply with any provisions of this Chapter 6.208.
- 22 3. The licensee has failed to comply with any provisions of Chapters 5.32, 5.35,
23 5.38, 5.39, 5.40, 5.45, 5.46, 5.48, 5.50, or 5.52.

1 4. The licensee is in default in any payment of any license fee or tax under Title 5
2 or Title 6.

3 5. The property at which the business is located has been determined by a court to
4 be a chronic nuisance property as provided in Chapter 10.09.

5 6. The applicant or licensee has been convicted of theft under subsection
6 12A.08.060.A.4 within the last ten years.

7 7. The applicant or licensee is a person subject within the last ten years to a court
8 order entering final judgment for violations of chapters 49.46, 49.48, or 49.52 RCW, or 29
9 U.S.C. 206 or 29 U.S.C. 207, and the judgment was not satisfied within 30 days of the later of
10 either:

11 a. The expiration of the time for filing an appeal from the final judgment
12 order under the court rules in effect at the time of the final judgment order; or

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

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

21 9. Pursuant to relevant provisions in Title 8, subsections 14.16.100.A.4,
22 14.17.075.A, 14.19.100.A.4, 14.20.080.A.4, 14.22.115.A.4, 14.23.115.A.4, 14.26.210.A.4,
23 14.27.210.A.4, 14.28.210.A.4, 14.30.180.A.4, 14.33.210.A.4, and 14.34.210.A.4, subsection

1 100.240.A.4 of Ordinance 126091, subsection 100.240.A.4 of Ordinance 126094, and subsection
2 100.240.A.4 of Ordinance 126274, the applicant or licensee has failed to comply, within 30 days
3 of service of any settlement agreement, with any final order issued by the Director of the Office
4 of Labor Standards, or any final order issued by the Hearing Examiner under Title 8, Chapters
5 14.16, 14.17, 14.19, 14.20, 14.22, 14.23, 14.26, 14.27, 14.28, 14.29, 14.30, 14.33, and 14.34,
6 Ordinance 126091, Ordinance 126094, and Ordinance 126274 for which all appeal rights have
7 been exhausted, and the Director of the Office of Labor Standards has requested that the Director
8 deny, refuse to renew, or revoke any business license held or requested by the applicant or
9 licensee. The denial, refusal to renew, or revocation shall remain in effect until such time as the
10 violation(s) under Title 8, Chapters 14.16, 14.17, 14.19, 14.20, 14.22, 14.23, 14.26, 14.27, 14.28,
11 14.29, 14.30, 14.33, and 14.34, Ordinance 126091, Ordinance 126094, and Ordinance 126274
12 are remedied.

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

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

17 * * *

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

4 Passed by the City Council the _____ day of _____, 2021,
5 and signed by me in open session in authentication of its passage this _____ day of
6 _____, 2021.

7 _____
8 President _____ of the City Council

9 Approved / returned unsigned / vetoed this _____ day of _____, 2021.

10 _____
11 Jenny A. Durkan, Mayor

12 Filed by me this _____ day of _____, 2021.

13 _____
14 Monica Martinez Simmons, City Clerk

15 (Seal)