

ORDINANCE _____

1 AN ORDINANCE relating to employment in Seattle; adding a new chapter 14.16 to the Seattle
2 Municipal Code; establishing minimum standards for the provision of paid sick and paid
3 safe time; prescribing penalties, remedies and enforcement procedures; amending Section
4 3.14.931 of the Seattle Municipal Code; and requesting a post-implementation
assessment from the Seattle Office for Civil Rights.

5 WHEREAS, A large number of workers in the city of Seattle will at some time during the year
6 need temporary time off from work to take care of their own or their family members'
7 health needs or their own or their family members' safety or other needs resulting from
domestic violence, sexual assault, or stalking; and

8 WHEREAS, many workers do not have access to any paid leave for sick or safe days or have an
9 inadequate number of paid sick or safe days;

10 NOW, THEREFORE,

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

12 Section 1. The City Council makes the following findings:

13 When workers have no paid sick leave or an inadequate amount available to them, they
14 are more likely to come to work when they or their family members are sick. Absent the proper
15 care needed for treatment or recovery, the ill worker's or ill family member's health problems
16 may intensify or be prolonged.

17 Employees who come to work when they are sick are likely to expose other employees,
18 customers, and members of the public to infectious diseases, such as the flu.

19 Workers with no paid sick leave, or an inadequate amount to take time off to care for a
20 sick child, are likely to send sick children to school or a child care center, thereby potentially
21 spreading contagious illnesses.

22 Family economic security is at risk for workers who lack adequate paid sick leave
23 because workers who lack paid sick leave lose earnings if they miss work to care for themselves,
24 their children, or other family members who are ill or injured.

25 Victims of domestic violence, sexual assault and stalking with no paid sick leave are less
26 able to receive medical treatment, participate in legal proceedings and obtain other necessary
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Comment [BN1]: Clarification.

1 services. In addition, without paid sick leave, domestic violence victims are less able to maintain
2 the financial independence necessary to leave abusive situations, achieve safety, and minimize
3 physical and emotional injuries.

4 Paid sick and safe days will promote the safety, health and welfare of the people of the
5 City of Seattle by reducing the chances that worker’s illnesses will intensify or be prolonged, by
6 reducing the exposure of co-workers and members of the public to infectious diseases, and by
7 reducing the exposure of children at schools and day cares to infectious diseases; resulting in a
8 healthier and more productive workforce, better health for older family members and children,
9 enhanced public health and improved family economic security.

10 Paid sick and safe days will enable victims of domestic violence, sexual assault and
11 stalking and their family members to participate in legal proceedings, receive medical treatment,
12 or obtain other necessary services and, thus, to maintain the financial independence necessary to
13 leave abusive situations, achieve safety, and minimize physical and emotional injuries.

Comment [BN2]: Clarification.

14 To safeguard the public welfare, health, safety, and prosperity of the city of Seattle, all
15 persons working in our community should have access to adequate paid sick and safe leave,
16 because doing so will ensure a more stable workforce in our community, thereby benefiting
17 workers, their families, employers, and the community as a whole.

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19 Section 2. A new Chapter 14.16 “Paid Sick Time and Paid Safe Time” is added to Title
20 14 of the Seattle Municipal Code as follows:

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22 **14.16.010. Definitions**

23 For purposes of this chapter

24 A. “Adverse action” means the discharge, suspension, discipline, transfer, demotion or
25 denial of promotion by an employer of an employee for any reason prohibited by 14.16.040.

26 B. “Agency” shall mean the Seattle Office for Civil Rights.
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1 C. “Business” and “engaging in business” has the same meanings as in Chapter 5.30.

2 D. “City” shall mean the City of Seattle.

3 E. "City department" means any agency, office, board or commission of the City, or any
4 Department employee acting on its behalf, but shall not mean a public corporation chartered
5 under Ordinance 103387, or its successor ordinances, or any contractor, consultant,
6 concessionaire or lessee.

7 F. "Charging party" means the person aggrieved by an alleged violation of this chapter or
8 the person making a charge on another person's behalf, or the Director when the Director files a
9 charge.

10 G. “Commission” means the Seattle Human Rights Commission.

11 H. "Director" means the Director of the Office for Civil Rights.

12 I. “Employee” shall mean any individual employed by an employer, and shall include
13 traditional employees, temporary workers, and part-time employees. Individuals performing
14 services under a work study agreement are not covered by this chapter. Employees are covered
15 by this chapter if they perform their work in Seattle. An employee who performs work in Seattle
16 on an occasional basis is covered by this chapter only if he performs more than ~~80~~ 120 hours of
17 work in Seattle within a calendar year. An employee who is not covered by this Chapter is still
18 included in any determination of the size of the employer. In the event that a temporary
19 employee is supplied by a staffing agency or similar entity, absent a contractual agreement
20 stating otherwise, that individual shall be deemed to be an employee of the staffing agency for all
21 purposes of this chapter, except as provided in subsection 14.16.010.T.4.b.

Comment [CE3]: Exempts work study.

Comment [CE4]: Increases threshold to 120 hours.

22 J. “Employer” shall mean, as defined in Section 14.04.030.K, any person who has one or
23 more employees, or the employer's designee or any person acting in the interest of such
24 employer. Employer size shall be determined as provided in Section 14.16.010.N and T. For
25 purposes of this act, "employer" does not include any of the following:

26 1. The United States government;

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1 2. The State of Washington, including any office, department, agency, authority,
2 institution, association, society or other body of the state, including the legislature and the
3 judiciary;

4 3. Any county or local government other than the City.

5 K. "Employment agency" or "staffing agency" means any person undertaking with or
6 without compensation to procure opportunities to work or to procure, recruit, refer, or place
7 individuals with an employer or in employment.

8 L. "Full-time equivalent" shall mean the number of hours worked for compensation that
9 add up to one full-time employee, based either on an eight-hour day and a five-day week or as
10 full-time is defined, in writing or in practice, by the employer.

11 M. "Health care professional" shall mean any person authorized by the City, any state
12 government and/or the federal government to diagnose and treat physical or mental health
13 conditions, including a doctor, nurse, emergency medical care provider, and/or a public health
14 clinic worker, so long as that person is performing within the scope of their practice as defined
15 by the relevant law.

16 N. "Major employer" shall mean any employer for which greater than 1,000 employees
17 work for compensation. In determining the number of employees performing work for
18 compensation, all employees performing work for compensation on a full-time, part-time or
19 temporary basis shall be counted, including employees made available to work through the
20 services of a temporary services or staffing agency or similar entity. Whether an employer is a
21 Major Employer for the current calendar year will be calculated based upon the average number
22 of employees who worked for compensation per calendar week during the preceding calendar
23 year for any and all weeks during which at least one employee worked for compensation. For
24 employers that did not employ any employees during the previous calendar year, the size will be
25 calculated based upon the average number of employees who worked for compensation per
26 calendar week during the first 90 calendar days in which the employer engaged in business.

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1 O. "Paid sick time" and/or "paid sick days" shall mean accrued hours of paid leave
2 provided by an employer for use by an employee for an absence from work for any of the
3 reasons specified in 14.16.030(A)(1 - 2) of this chapter, for which time an employee shall be
4 compensated at the same hourly rate and with the same benefits, including health care benefits,
5 as the employee would have earned during the time the paid leave is taken. Employees are not
6 entitled to compensation for lost tips or commissions and compensation shall only be required
7 for hours that an employee is scheduled to have worked. |

Comment [BN5]: Clarification.

8 1. For purposes of determining eligibility for "paid sick time," "family member" shall
9 mean, as defined in the Washington Family Care Act, RCW 49.12.265 and 49.12.903, as
10 follows:

- 11 a. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward,
12 or a child of a person standing in loco parentis who is: (a) Under eighteen years of
13 age; or (b) eighteen years of age or older and incapable of self-care because of a
14 mental or physical disability.
- 15 b. "Grandparent" means a parent of a parent of an employee.
- 16 c. "Parent" means a biological or adoptive parent of an employee or an individual
17 who stood in loco parentis to an employee when the employee was a child.
- 18 d. "Parent-in-law" means a parent of the spouse of an employee.
- 19 e. "Spouse" means husband, wife or domestic partner. For purposes of this
20 chapter, the terms spouse, marriage, marital, husband, wife, and family shall be
21 interpreted as applying equally to state registered domestic partnerships or
22 individuals in state registered domestic partnerships as well as to marital
23 relationships and married persons to the extent that such interpretation does not
24 conflict with federal law. Where necessary to implement this chapter, gender-
25 specific terms such as husband and wife used in any statute, rule, or other law

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1 shall be construed to be gender neutral, and applicable to individuals in state
2 registered domestic partnerships.

3 P. "Paid safe time" and/or "paid safe days" shall mean accrued hours of paid leave
4 provided by an employer for use by an employee for an absence from work for any of the
5 reasons specified in 14.16.030(A)(3 - 4), for which time an employee shall be compensated at the
6 same hourly rate and with the same benefits, including health care benefits, as the employee
7 would have earned during the time the paid leave is taken.

8 1. For the purposes of determining eligibility for "paid safe time":

9 a. "Family or household members" shall mean, as defined in RCW 49.76.020,
10 spouses, domestic partners, former spouses, former domestic partners, persons
11 who have a child in common regardless of whether they have been married or
12 have lived together at any time, adult persons related by blood or marriage, adult
13 persons who are presently residing together or who have resided together in the
14 past, persons sixteen years of age or older who are presently residing together or
15 who have resided together in the past and who have or have had a dating
16 relationship, persons sixteen years of age or older with whom a person sixteen
17 years of age or older has or has had a dating relationship, and persons who have a
18 biological or legal parent-child relationship, including stepparents and
19 stepchildren and grandparents and grandchildren.

20 b. "Domestic violence" shall mean:

- 21 1) Physical harm, bodily injury, assault, or the infliction of fear of imminent
22 physical harm, bodily injury or assault, between family or household
23 members;
- 24 2) sexual assault of one family or household member by another; or
- 25 3) stalking, as defined below in subsection 14.16.010.P.1.c, of one family or
26 household member by another family or household member.
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- c. "Stalking" shall be defined as in RCW 9A.46.110,
- d. "Dating relationship" shall mean, as defined in RCW 49.76.020, a social relationship of a romantic nature.
- e. "Sexual assault" shall be defined as in RCW 49.76.020.

Q. "Party" includes the person charging or making a complaint or upon whose behalf a complaint is made alleging a violation of this chapter, the person alleged or found to have committed a violation of this chapter and the Office for Civil Rights.

R. "Person," as used in this chapter, includes one or more individuals, partnerships, associations, organizations, trade or professional associations, corporations, public corporations, cooperatives, legal representatives, trustees, trustees in bankruptcy and receivers, firm, institution, or any group of persons; it includes any owner, lessee, proprietor, manager, agent or employee, whether one or more natural persons, and further includes any department, office, agency or instrumentality of the City.

S. "Respondent" means any person who is alleged or found to have committed a violation of this chapter.

T. "Tier One," "Tier Two," and "Tier Three" employers are defined as follows:

1. "Tier One employer" shall mean an employer that employs ~~more than 4 and 49 or~~ fewer than 50 full-time equivalents on average per calendar week.
2. "Tier Two employer" shall mean an employer that employs ~~more than~~ at least 49-50 and fewer than 250 full-time equivalents on average per calendar week.
3. "Tier Three employer" shall mean an employer that employs 250 or more full-time equivalents on average per calendar week.
4. The determination of employer tier for the current calendar year will be calculated based upon the average number of full-time equivalents paid for per calendar week during the preceding calendar year for any and all weeks during which at least one

Comment [BN6]: Exempts "micro" businesses.

1 employee worked for compensation. To determine the number of full-time equivalents,
2 all compensated hours of all employees shall be counted, including:

- 3 a. work performed outside of the City; and
- 4 b. compensated hours made available by part-time employment, temporary
5 employment or through the services of a temporary services or staffing agency or
6 similar entity.

7 5. For employers that did not have any employees during the previous calendar year, the
8 employer tier will be calculated based upon the average number of full-time equivalents
9 paid for per calendar week during the first 90 calendar days of the current year in which
10 the employer engaged in business.

11 **14.16.020. Accrual of Paid Sick Time and Paid Safe Time**

12 A. All employees of Tier 1, Tier 2 and Tier 3 employers have the right to paid sick time
13 and paid safe time as provided in this section.

14 B. Employees shall accrue paid time, to be used as either paid sick or safe time, as
15 follows:

- 16 1. Employees of a Tier One employer shall accrue at least one hour of paid time for every
17 50 hours worked.
- 18 2. Employees of a Tier Two employer shall accrue at least one hour of paid time for
19 every 35 hours worked.
- 20 3. Employees of a Tier Three employer shall accrue at least one hour of paid time for
21 every 30 hours worked.
- 22 4. For any employee who works less than 100% full time equivalent fewer than 40 hours
23 per calendar week, a Tier One or Tier Two employer may limit the employee's maximum
24 accrual and carryover of paid time by pro-rating using that employee's full-time
25 equivalent the following ratio. The full-time equivalent ratio shall be calculated as the
26 number of hours an employee worked during the two highest quarters of employment

Comment [BN7]: Needed now that micro businesses are exempt.

Comment [CE8]: Clarification - avoid confusion with formal definition of FTE.

1 during which they worked the most hours over the past 12 months divided by the number
2 of hours an employee working 40 hours per calendar week would have worked during the
3 same period. For example, an employee of a Tier One employer that worked 20 hours
4 per week may have his accrual, and carryover, capped at 20 hours in a calendar year.

Comment [BN9]: Clarification.

5 C. No Tier One employer shall be required to allow an employee to use a combined total
6 of paid sick time and paid safe time exceeding 40 hours in a calendar year. No Tier Two
7 employer shall be required to allow an employee to use a combined total of paid sick time and
8 paid safe time exceeding 56 hours in a calendar year. No Tier Three employer shall be required
9 to allow an employee to use a combined total of paid sick time and paid safe time exceeding 72
10 hours in a calendar year.

11 D. In the case of employees who are exempt from overtime payment under section
12 213(a)(1) of the Fair Labor Standards Act of 1938, approved June 25, 1938 (52 Stat. 1060; 29
13 U.S.C. § 201 et seq.) (hereinafter referred to as “FLSA” exempt employees), employees shall
14 not no employer shall be required to accrue leave for such employees for hours worked beyond a
15 40-hour work week. If their normal work in a work week is less than 40 hours, paid sick time
16 and paid safe time accrues based upon that employee’s normal work week.

Comment [CE10]: Correction – allows employers to accrue leave beyond 40 hours per week for salaried employees, if they so choose.

17 E. Paid sick time and paid safe time as provided in this section shall begin to accrue at the
18 commencement of employment. For individuals who are employed on the date this ordinance
19 takes effect, accrual shall begin on the date this ordinance takes effect. Accrual rates shall not
20 apply to hours worked before this ordinance takes effect.

Comment [BN11]: Clarification.

21 F.- Except as provided in Sections 14.16.090 and 14.16.100, employees of a Tier One or
22 Tier Two employer shall be entitled to use accrued paid sick time or safe time beginning on the
23 180th calendar day after the commencement of their employment. Employees of a Tier Three
24 employer shall be entitled to use accrued paid sick time or safe time beginning on the 90th
25 calendar day after the commencement of their employment. When there is a separation from
26 employment and the employee is rehired within 9 months of separation by the same employer

Comment [BN12]: Establishes eligibility threshold at 180 days for all tiers.

1 the employees previous period of employment shall contribute to the total time of employment
2 required under this subsection for the employee to become entitled to take leave. If a
3 separation(s) does occur, the total time of employment required under this subsection for the
4 employee to be become entitled to take leave must be accumulated within two calendar years.

Comment [BN13]: This establishes that 180 days required for eligibility must be earned within a 2-year period.

5 G. Unused paid sick time and paid safe time shall be carried over to the following
6 calendar year; however, no Tier One employer shall be required to allow an employee to carry
7 over a combined total of paid sick time and paid safe time in excess of 40 hours, no Tier Two
8 employer shall be required to allow an employee to carry over a combined total of paid sick time
9 and paid safe time in excess of 56 hours and no Tier Three employer shall be required to allow
10 an employee to carry over a combined total of paid sick time and paid safe time in excess of 72
11 hours.

12 H. Any employer with a paid leave policy, such as a paid time off (PTO) policy, who
13 makes available an amount of paid leave sufficient to meet the accrual requirements of this
14 section is not required to provide additional paid sick and safe time paid leave, provided that
15 such available paid leave may be used for the same purposes and under the same conditions as
16 paid sick and safe time under this section; provided that any accrued but unused paid leave may
17 be carried over to the following calendar year consistent with 14.16.020(G).

Comment [BN14]: Just a comment here – this is subsection that establishes that PTO programs would satisfy the requirements of the ordinance.

18 Major employers with a paid leave policy, such as a paid time off policy, must provide
19 sufficient paid leave such that total paid time off is at least double the accrual rate required of a
20 Tier Three employer, and that at least half of total paid time off be available for the same
21 purposes and under the same conditions as paid sick time and paid safe time under this section.

22 I. Nothing in this section shall be construed as requiring financial or other reimbursement
23 to an employee from an employer upon the employee’s termination, resignation, retirement, or
24 other separation from employment for accrued paid sick and safe time that has not been used.

25 J. If an employee is transferred to a separate division, entity, or location within the City,
26 or transferred out of the City and then transferred back to a division, entity, or location within the
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1 City, but remains employed by the same employer, the employee is entitled to all paid sick and
2 safe time accrued at the prior division, entity, or location and is entitled to use all paid sick and
3 safe time as provided in this section.

4 K. When there is a separation from employment and the employee is rehired within 9
5 months of separation by the same employer, previously accrued paid sick and safe time that had
6 not been used shall be reinstated. Further, the employee shall be entitled to use accrued paid sick
7 and safe time and accrue additional sick and safe time immediately upon the re-commencement
8 of employment, provided that the employee had previously been eligible to use paid sick and
9 safe time. If there is a separation of more than 9 months, an employer shall not be required to
10 reinstate accrued paid sick and safe time and for the purposes of this chapter the rehired
11 employee shall be considered to have newly commenced employment.

Comment [BN15]: Clarification

12 L. Subject to terms and conditions established by the employer, the employer may, but is
13 not required to, loan paid sick time and paid safe time to the employee in advance of accrual by
14 such employee.

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16 **14.16.030. Use of Paid Sick Time and Paid Safe Time**

17 A. 1. Paid sick time shall be provided to an employee by an employer for the
18 following reasons:

- 19 a. An absence resulting from an employee’s mental or physical illness,
20 injury or health condition; to accommodate the employee’s need for
21 medical diagnosis care, or treatment of a mental or physical illness, injury
22 or health condition; or an employee’s need for preventive medical care;
23 b. To allow the employee to provide care of a family member with a
24 mental or physical illness, injury or health condition; care of a family
25 member who needs medical diagnosis, care, or treatment of a mental or
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1 physical illness, injury or health condition; or care of a family member
2 who needs preventive medical care.

3 2. Paid safe time shall be provided to an employee by an employer for the
4 following reasons:

5 a. When the employee’s place of business has been closed by order of a
6 public official to limit exposure to an infectious agent, biological toxin or
7 hazardous material,

8 b. To accommodate the employee’s need to care for a child whose school
9 or place of care has been closed by order of a public official for such a
10 reason.

11 c. For any of the following reasons related to domestic violence, sexual
12 assault, or stalking, as set out in RCW 49.76.030:

13 1) To enable the employee to seek legal or law enforcement assistance
14 or remedies to ensure the health and safety of the employee or the
15 employee's family members including, but not limited to, preparing
16 for, or participating in, any civil or criminal legal proceeding related to
17 or derived from domestic violence, sexual assault, or stalking;

18 2) To enable the employee to seek treatment by a health care provider
19 for physical or mental injuries caused by domestic violence, sexual
20 assault, or stalking, or to attend to health care treatment for a victim
21 who is the employee's family member;

22 3) To enable the employee to obtain, or assist a family member in
23 obtaining, services from a domestic violence shelter, rape crisis center,
24 or other social services program for relief from domestic violence,
25 sexual assault, or stalking;

- 4) To enable the employee to obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking; or
- 5) To enable the employee to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking.

B. Paid sick time and paid safe time shall be provided upon the request of an employee.

When possible, the request shall include the expected duration of the absence. An employer may require an employee to comply with the employer's usual and customary notice and procedural requirements for absences and/or requesting leave, absent unusual circumstances, provided that such requirements do not interfere with the purposes for which the leave is needed.

1. If the paid leave is foreseeable, a written request shall be provided at least 10 days, or as early as possible, in advance of the paid leave, unless the employer's normal notice policy requires less advance notice;

2. If the paid leave is unforeseeable, the employee must provide notice as soon as is practicable and must generally comply with an employer's reasonable normal notification policies and/or call-in procedures, absent unusual circumstances, provided that such requirements do not interfere with the purposes for which the leave is needed.

C. ~~Accrued paid sick time and paid safe time may be used in the smaller of hourly increments or the smallest increment that the employer's payroll system uses to account for absences or use of other time.~~ For employees covered by the overtime requirements of the FLSA, accrued paid sick time and paid safe time may be used in hourly increments or smaller increments if an employer so designates. For FLSA exempt employees, an employer may make

1 deductions of paid sick time and paid safe time in accordance with the FLSA. For FLSA exempt
2 public employees, paid sick time and paid safe time must be used in accordance with a pay
3 system established by statute, ordinance or regulation or by a policy or practice established
4 pursuant to the principles of public accountability |

Comment [BN16]: Sick and safe time only needs to be awarded in hourly increments, but can be provided in smaller increments if an employer so chooses.

5 D. When the use of accrued time is foreseeable, the employee shall make a reasonable
6 effort to schedule the use of sick or safe time in a manner that does not unduly disrupt the
7 operations of the employer.

8 E. For use of paid sick time of more than three consecutive days for a reason set out in
9 subsection 14.16.030(A)(1), an employer may require reasonable documentation that the sick
10 time is covered by subsection 14.16.030(A)(1). Documentation signed by a health care provider
11 indicating that sick time is necessary shall be considered reasonable documentation. An
12 employer may not require that the documentation explain the nature of the illness. ~~For any~~
13 ~~employee of a Tier One or Tier Two employer who is not provided offered~~ health insurance by
14 the employer, the employer and the employee shall each pay half the cost of any out-of-pocket
15 expense incurred by the employee in obtaining the employer-requested documentation. ~~For any~~
16 ~~employee of a Tier Three employer who is not provided offered health insurance by the~~
17 ~~employer, the employer shall pay the full cost of any out-of-pocket expense incurred by the~~
18 ~~employee in obtaining the employer requested documentation. These expenses are limited to the~~
19 ~~cost of services provided by health care professionals, the services of health care facilities,~~
20 ~~testing prescribed by health care professionals and transportation to the location where such~~
21 ~~services are provided. An employee who has declined to participate in the health insurance~~
22 ~~program offered by his or her employer shall not be entitled to reimbursement for out-of-pocket~~
23 ~~expenses. |~~

Comment [BN17]: Clarification.

Comment [BN18]: Reduce reimbursement rate for Tier 3 employers which do not offer health insurance from 100% to 50%.

Comment [BN19]: Clarifying what is included in "out-of-pocket" expenses.

Comment [BN20]: Clarify that employee who declines insurance cannot recover costs.

24 F. For use of "paid safe time" of more than three consecutive days for a reason set out in
25 subsection 14.16.030(A)(2),
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1 1. an employer may require that requests under subsection 14.16.030(A)(2)(a) be
2 supported by verification of a closure order by a public official of the employee’s child’s
3 school or childcare establishment, and the employee may satisfy this verification request
4 by providing notice of the closure order in whatever format the employee received the
5 notice;

6 2. an employer may require that requests under subsection 14.16.030(A)(2)(b) be
7 supported by verification that the employee or employee’s family member is a victim of
8 domestic violence, sexual assault, or stalking, and that the leave taken was for one of the
9 purposes covered by subsection 14.16.030(A)(2)(b). As set out in RCW 49.76.040(4), an
10 employee may satisfy this verification requirement by one or more of the following
11 methods:

12 a. a police report indicating that the employee or employee's family member was
13 a victim of domestic violence, sexual assault, or stalking;

14 b. a court order protecting or separating the employee or employee's family
15 member from the perpetrator of the act of domestic violence, sexual assault, or
16 stalking, or other evidence from the court or the prosecuting attorney that the
17 employee or employee's family member appeared, or is scheduled to appear, in
18 court in connection with an incident of domestic violence, sexual assault, or
19 stalking; or

20 c. documentation that the employee or the employee's family member is a victim
21 of domestic violence, sexual assault, or stalking, from any of the following
22 persons from whom the employee or employee's family member sought assistance
23 in addressing the domestic violence, sexual assault, or stalking: An advocate for
24 victims of domestic violence, sexual assault, or stalking; an attorney; a member of
25 the clergy; or a medical or other professional. The provision of documentation
26 under this section does not waive or diminish the confidential or privileged nature
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1 of communications between a victim of domestic violence, sexual assault, or
2 stalking with one or more of the individuals named in this subsection (c); or
3 d. an employee's written statement that the employee or the employee's family
4 member is a victim of domestic violence, sexual assault, or stalking and that the
5 leave taken was for one of the purposes of subsection 14.16.030(A)(2)(b).

6 G. Upon mutual consent by the employee and the employer, an employee may work
7 additional hours or shifts during the same or next pay period without using available paid sick or
8 safe time for the original missed hours or shifts. However, the employer may not require the
9 employee to work such additional hours or shifts. Should the employee work additional shifts,
10 the employer shall comply with any applicable federal, state or local laws concerning overtime
11 pay.

12 H. Nothing in this chapter shall be construed to prohibit an employer from establishing a
13 policy whereby employees may voluntary exchange assigned hours or “trade shifts”.

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15 H.I. –When paid sick or safe time is requested by an employee of a Tier One or Tier Two
16 employer, the employer may offer the employee substitute hours or shifts. If the employee
17 accepts the offer and works these substitute hours or shifts, the amount of time worked during
18 the substitute period or the amount of time requested for sick and safe time, whichever is smaller,
19 shall be deducted from the employee’s accrued sick and safe time. Should the employee work
20 the substitute hours or shifts, the employer shall comply with any applicable federal, state or
21 local laws concerning overtime pay. However, no employer is required to offer such substitute
22 hours or shifts, and no employee is required to accept such hours or shifts if they are offered.

23 J. Nothing in this chapter shall be construed to prohibit an employer from establishing a
24 policy whereby employees may donate unused accrued paid sick leave to another employee.

Comment [BN21]: Clarification.

25 K.I. Each time wages are paid, employers shall provide, in writing, information stating
26 an updated amount of paid time available to each employee for use as either sick time or safe
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1 time. Employers may choose a reasonable system for providing this notification, including, but
2 not limited to, listing remaining available paid time on each pay stub or developing an online
3 system where employees can access their own paid leave information.

4
5 **14.16.040. Exercise of Rights Protected; Retaliation Prohibited**

6 A. It shall be unlawful for an employer or any other person to interfere with, restrain, or
7 deny the exercise of, or the attempt to exercise, any right protected under this chapter.

8 B. An employer shall not take retaliatory personnel adverse action or discriminate against
9 an employee because the employee has exercised rights protected under this chapter. Such rights
10 include but are not limited to the right to use paid sick time and/or paid safe time pursuant to this
11 chapter; the right to file a complaint or civil action about any employer's alleged violation of this
12 chapter; and the right to cooperate with the Agency in its investigations of alleged violations of
13 this chapter; and the right to inform other employees of his or her potential rights under this
14 section.

15 C. It shall be unlawful for an employer's absence control policy to count paid sick or safe
16 time covered under this chapter as an absence that may lead to or result in any adverse action
17 taken against the employee.

18 D. There shall be a presumption of unlawful retaliation under this Section 14.16.040
19 whenever an employer takes any adverse action against a person within 90 days of when that
20 person:

- 21 1. files a complaint with the Agency or a court alleging a violation of any
- 22 provision of this section;
- 23 2. informs his or her employer, union or similar organization, legal counsel,
- 24 and/or the Agency about an employer's alleged violation of this section;
- 25 3. cooperates with the Agency in the investigation or prosecution of any alleged
- 26 violation of this section;
- 27
- 28

Comment [CE22]: Correction - making this consistent with definitions section.

1 4. opposes any policy, practice, or act that is unlawful under this section; or

2 5. informs any other employee of his or her rights under this section.

3 E. The protections afforded under subsection 14.16.040.D shall apply to any person who
4 mistakenly but in good faith alleges violations of this Section 14.16.040.

5 **14.16.050. Notice and Posting**

6 A. Employers shall give notice that employees are entitled to paid sick time and paid safe
7 time; the amount of paid sick and safe time and the terms of its use guaranteed under this
8 chapter; that retaliation against employees who request or use paid sick and safe time is
9 prohibited; and that each employee has the right to file a complaint or bring a civil action if paid
10 sick time or paid safe time as required by this section is denied by the employer or the employee
11 is retaliated against for requesting or taking paid sick time or paid safe time.

12 B. The Agency shall create and make available to employers a poster and a model notice,
13 hereinafter referred to as the “Notice,” which contains the information required under subsection
14 A of this Section for their use in complying with this subsection. The poster shall be printed in
15 English and Spanish any other languages that the Agency determines are needed to notify
16 employees of their rights under this chapter.

17 C. Employers may comply with this section by displaying the Agency’s poster in a
18 conspicuous and accessible place in each establishment where such employees are employed.

19 D. Employers may also comply with this section by including the Notice in employee
20 handbooks or other written guidance to employees concerning employee benefits or leave rights,
21 if such written materials exist, or by distributing a copy of the Notice to each new employee
22 upon hiring. In either case, distribution may be accomplished electronically.

23 E. To meet the requirements of paragraph (D) of this section, employers may duplicate
24 the text of the Notice or may use another format so long as the information provided includes, at
25 a minimum, all of the information contained in that Notice.
26

1 F. An employer who willfully violates the notice and posting requirements of this section
2 shall be subject to a civil fine in an amount not to exceed \$125 for the first violation and \$250 for
3 subsequent violations.

4
5 **14.16.060. Employer Records**

6 A. Employers shall retain records documenting hours worked by employees and paid sick
7 time taken by employees, for a period of two years, and shall allow the Agency access to such
8 records, with appropriate notice and at a mutually agreeable time, to investigate potential
9 violations and to monitor compliance with the requirements of this chapter.

10 B. Employers shall not be required to modify their recordkeeping policies to comply with
11 this section, as long as records reasonably indicate employee hours worked in Seattle, accrued
12 paid sick and safe time, and paid sick and safe time taken. When an issue arises as to the amount
13 of accrued paid sick time and/or paid safe time available to an employee under this chapter, if the
14 employer does not maintain or retain adequate records documenting hours worked by the
15 employee and paid sick and safe time taken by the employee, or does not allow the Agency
16 reasonable access to such records, it shall be presumed that the employer has violated this
17 chapter.

18 C. Records and documents relating to medical certifications, re-certifications or medical
19 histories of employees or employees' family members, created for purposes of this chapter, are
20 required to be maintained as confidential medical records in separate files/records from the usual
21 personnel files. If the Americans with Disabilities Act (ADA) applies, then these records must
22 comply with the ADA confidentiality requirements.

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Comment [BN23]: Clarification.

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24 **14.16.070. Regulations**

25 The Agency shall be authorized to coordinate implementation and enforcement of this
26 chapter and shall promulgate appropriate guidelines or regulations for such purposes.
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14.16.080. Enforcement

A. Powers and duties

1. of Agency

a. The Agency shall receive, investigate, and pass upon charges alleging violations of this chapter as defined herein, conciliate and settle the same by agreement, and monitor and enforce any agreements or orders resulting therefrom or from a subsequent hearing thereon under and pursuant to the terms of this chapter; and shall have such powers and duties in the performance of these functions as are defined in this chapter and otherwise necessary and proper in the performance of the same and provided for by law. The Agency shall further assist other City agencies and departments upon request in effectuating and promoting the purposes of this chapter.

b. The Director of the Agency is authorized and directed to promulgate rules consistent with this chapter and the Administrative Code.

2. of Commission

The Seattle Human Rights Commission shall study, advise, and make recommendations for legislation on policies, procedures, and practices which would further the purposes of this chapter. The Commission shall hear appeals from the Director's determinations of no reasonable cause and, in cases involving respondents who are City departments, hear appeals from determinations of reasonable cause and the orders relating to the remedy thereof. It shall, where appropriate and necessary, in its judgment, hear and determine complaints jointly with the Hearing Examiner as provided in subsections 14.16.080(H) and 14.16.080(I). The Commission shall have such powers and authority in carrying

1 out these functions as are provided for by this chapter or otherwise established by
2 law.

3
4 B. Charge filing, timing, amendments, notice and investigation.

5 1. A charge alleging a violation of this chapter shall be in writing on a form or in
6 a format determined by the Agency, and signed by or on behalf of a charging
7 party, and shall describe the violation complained of and should include a
8 statement of the dates, places and circumstances and the persons responsible for
9 such acts and practices.

10 2. Whenever charges are made by or on behalf of a person claiming to be
11 aggrieved, the person making the charge must provide the Director with the name,
12 address and telephone number of the individual on whose behalf the charge is
13 made. Thereafter, the Director shall verify the authorization of such charge by the
14 person on whose behalf the charge is made.

15 3. A charge shall not be rejected as insufficient because of failure to include all
16 required information so long as it substantially satisfies the informational
17 requirements necessary for processing.

18 4. A charge alleging a violation of this chapter or pattern of such violations may
19 also be filed by the Director whenever the Director has reason to believe that any
20 person has been engaged or is engaging in a violation of this chapter.

21 5. Charges filed under this chapter must be filed within 180 days after the
22 occurrence of the alleged violation of this chapter with the Agency. :-

23 6. In addition to any relief authorized by this chapter, liability may accrue and an
24 aggrieved person may obtain relief as provided in this chapter, including recovery
25 of back pay for up to two years preceding the filing of the charge, where the
26 unlawful practices that have occurred during the charge filing period are similar
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or related to unlawful practices with regard to sick time or safe time that occurred outside the time for filing a charge.

7. The charging party or the Agency may amend a charge to cure technical defects or omissions; or to clarify and amplify allegations made therein; or to add allegations related to or arising out of the subject matter set forth, or attempted to be set forth, in the original charge. For jurisdictional purposes, such amendments shall relate back to the date the original charge was first filed. The amendment must be filed within 180 days after the occurrence of the additional violation and/or retaliation and prior to the Agency's issuance of findings of fact and a determination with respect to the original charge. Such amendments may be made at any time during the investigation of the original charge so long as the Agency will have adequate time to investigate such additional allegations and the parties will have adequate time to present the Agency with evidence concerning such allegations before the issuance of findings of fact and a determination.

8. The Director shall cause to be served or mailed by certified mail, return receipt requested, a copy of the charge on the respondent within twenty (20) days after the filing of the charge and shall promptly make an investigation thereof.

9. The investigation shall be directed to ascertain the facts concerning the violation of this Chapter alleged in the charge, and shall be conducted in an objective and impartial manner.

10. During the investigation the Director shall consider any statement of position or evidence with respect to the allegations of the charge which the charging party or the respondent wishes to submit. The Director shall have authority to sign and issue subpoenas requiring the attendance and testimony of witnesses, the production of evidence including but not limited to books, records, correspondence or documents in the possession or under the control of the person

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1 subpoenaed, and access to evidence for the purpose of examination and copying,
2 and conduct discovery procedures which may include the taking of interrogatories
3 and oral depositions.

4 11. The Director may require a fact finding conference or participation in another
5 process with the respondent and any of respondent's agents and witnesses and
6 charging party during the investigation in order to define the issues, determine
7 which elements are undisputed, resolve those issues which can be resolved, and
8 afford an opportunity to discuss or negotiate settlement. Parties may have their
9 legal counsel present if desired.

10 C. Findings of fact and determination of reasonable cause or no reasonable cause.

11 1. The results of the investigation shall be reduced to written findings of fact and a
12 determination shall be made by the Director that there is or is not reasonable
13 cause for believing that a violation of this chapter has been or is being committed,
14 which determination shall also be in writing and issued with the written findings
15 of fact. Where a City department is a respondent the Director shall issue such
16 findings and determination only after having submitted proposed findings and
17 determinations to the respondent and charging party for review and comment.
18 With respect to the findings and determination, "issued" shall be defined as signed
19 and dated by the Director.

20 2. The findings of fact and determination shall be furnished promptly to the
21 respondent and charging party.

22 3. Once issued to the parties, the Director's findings of fact, determination and
23 order may not be amended or withdrawn except upon the agreement of the parties
24 or in response to an order by the Seattle Human Rights Commission after an
25 appeal taken pursuant to Section 14.16.080(D) or 14.16.080(G) provided, that the
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1 Director may correct clerical mistakes or errors arising from oversight or
2 omission upon a motion from a party or upon the Director's own motion.

3 D. Determination of no reasonable cause – Appeal from and dismissal.

4 If a determination is made that there is no reasonable cause for believing a violation of
5 this chapter has been committed, the charging party shall have the right to appeal such
6 determination to the Commission within 30 days of the date the determination is signed by the
7 Director by filing a written statement of appeal with the Commission. Such statement shall state
8 specifically the grounds on which it is based and the reasons the determination or order or both is
9 in error. The Commission shall promptly deliver a copy of the statement to the Agency and
10 respondent and shall promptly consider and act upon such appeal by either affirming the
11 Director's determination or remanding it to the Director with appropriate instructions. In the
12 event no appeal is taken or such appeal results in affirmance, the determination of the Director
13 shall be final and the charge deemed dismissed and the same shall be entered on the records of
14 the Agency.

15 E. Determination of reasonable cause -- Conciliation and settlement of cases involving all
16 respondents except City departments.

17 1. In all cases except a case in which a City department is the respondent, if a
18 reasonable cause determination is made, the Director shall endeavor to eliminate
19 the unlawful practice by conference, conciliation and persuasion. Conditions of
20 settlement may include (but are not limited to) the elimination of the unlawful
21 practice, hiring, reinstatement or upgrading with or without back pay, lost
22 benefits, attorney's fees, admittance or restoration to membership in a labor
23 organization, or such other action which will effectuate the purposes of this
24 chapter, including action which could be ordered by a court, except that damages
25 for humiliation and mental suffering shall not exceed \$10,000. Any settlement
26 agreement shall be reduced to writing and signed by the Director, the charging
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1 party and the respondent. An order shall then be entered by the Director setting
2 forth the terms of the agreement. Copies of such order shall be delivered to all
3 affected parties.

4 2. In case of failure to reach an agreement and of conciliation and upon a written
5 finding to that effect furnished to the charging party and respondent, except a case
6 in which a City department is a respondent, the Director shall promptly cause to
7 be delivered the entire investigatory file, including the charge and any and all
8 findings made, to the City Attorney for further proceedings and hearing under this
9 chapter pursuant to Section 14.16.080(H).

10 F. Determinations of reasonable cause -- Conciliation, settlement and conclusion of cases
11 involving City departments as respondents.

12 In all cases in which a City department is a respondent:

13 1. A determination of reasonable cause by the Director shall be deemed a finding
14 that an unlawful practice has been committed by respondent and is dispositive of
15 this issue for all future proceedings under this chapter, unless appealed, reversed
16 and remanded as provided in this chapter.

17 2. Within sixty days of a determination of reasonable cause, the Director shall
18 confer with the parties and determine an appropriate remedy, which remedy may
19 include (but is not limited to) hiring, reinstatement or upgrading with or without
20 back pay, lost benefits, attorney's fees, or such other action as will effectuate the
21 purposes of this chapter, including action which could be ordered by a court,
22 except that damages for humiliation and mental suffering shall not exceed
23 \$10,000. Such remedy shall be reduced to writing in an order of the Director.

24 3. The charging party must sign a release in the form and manner requested by the
25 Department, releasing the City from further liability for acts giving rise to the
26 charge in order to obtain the benefits of the remedy provided under this section
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1 and before payment can be made. Without such release, the Director's order with
2 respect to the charging party's individual relief shall have no force and effect. In
3 such event the Director shall notify the parties involved in writing.

4 4. In all cases where the remedy determined by the Director before or after any
5 appeal includes a monetary payment which exceeds the sum of \$5,000, the charge
6 or claim, the Director's determination, order, the charging party's signed release
7 and such further documentation as may be required shall be presented to the City
8 Council for passage by separate ordinance. If the City Council fails or refuses to
9 appropriate the amount ordered by the Director within 90 days, the Director shall
10 certify the case to the Hearing Examiner for a hearing to determine the
11 appropriate monetary relief in the case which determination shall be final and
12 binding upon the City.

13 5. Where the Director's order includes a monetary payment of \$5,000 or less, such
14 payment shall be made under the authority and in the form and manner otherwise
15 provided for by law for payment of such claims.

16 G. Appeals to the Commission from determinations of reasonable cause and orders of
17 excess involving City departments as respondents.

18 In all cases in which a City department is a respondent:

19 1. The charging party or respondent may appeal the Director's order and
20 determination of reasonable cause to the Commission within 30 days of the
21 Director's order by filing a written statement of appeal with the Commission.
22 Such statement shall state specifically the grounds on which it is based and the
23 reasons the determination or order or both is in error.

24 2. The Commission shall promptly mail a copy of the statement to the Department
25 and to the other party and shall promptly consider and act upon such appeal by
26
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1 either affirming the Director's determination or order or remanding it to the
2 Director with appropriate instructions.

3 3. The filing of an appeal shall stay the enforcement of any remedy provided for
4 in the Director's determination or order during the pendency of the appeal.

5 4. In such appeal, the Commission shall consider only the record submitted to it
6 by the Department and written statements of positions by the parties involved and,
7 in its discretion, oral presentation. The Commission shall reverse the Director's
8 determination or order only upon a finding that it is clearly erroneous.

9 H. Complaint and hearing of cases with all respondents except City departments.

10 1. Following submission of the investigatory file from the Director in cases
11 involving all respondents under 14.16.080(E), the City Attorney shall prepare a
12 complaint against such respondent relating to the charge and facts discovered
13 during the investigation thereof and prosecute the same in the name and on behalf
14 of the Department and the City at a hearing before the Hearing Examiner sitting
15 alone or with representatives of the Commission as provided in this chapter and to
16 appear for and represent the interests of the Department and the City at all
17 subsequent proceedings; provided, if the City Attorney determines that there is no
18 legal basis for a complaint to be filed or for proceedings to continue, a statement
19 of the reasons therefore shall be filed with the Department, charging party and the
20 respondent.

21 2. The complaint shall be served on respondent in the usual manner provided by
22 law for service of complaints and filed with the Seattle Hearing Examiner. A copy
23 of such complaint shall be furnished to the charging party.

24 3. Within 20 days of the service of such complaint upon it, the respondent shall
25 file its answer with the Hearing Examiner and serve a copy of the same on the
26 City Attorney.

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4. Upon the filing of the complaint, the Hearing Examiner shall promptly establish a date for the hearing of such complaint and give notice thereof to the Commission, the City Attorney and respondent, and shall thereafter hold a public hearing on the complaint, which hearing shall commence no earlier than 90 days nor later than 120 days from the filing of the complaint, unless otherwise ordered by the Hearing Examiner.
5. After the filing of a complaint with the Hearing Examiner, it may be amended only with the permission of the Hearing Examiner, which permission shall be granted when justice will be served thereby and all parties are allowed time to prepare their case with respect to additional or expanded charges which they did not and could not have reasonably foreseen would be in issue at the hearing.
6. The hearing shall be conducted by a Hearing Examiner from the Office of Hearing Examiner, or a hearing examiner pro tempore appointed by the Hearing Examiner from a list approved by the Commission, sitting alone or with representatives of the Commission if any are designated. Such hearings shall be conducted in accordance with written rules and procedures consistent with this ordinance and the Administrative Code of the City (Ordinance 102228).
7. The Commission, within 30 days after notice of the date of hearing from the Hearing Examiner, at its discretion, may appoint two of its members who have not otherwise been involved in the charge, investigation, fact finding, or other resolution and proceeding on the merits of the case, who have not formed an opinion on the merits of the case, and who otherwise have no pecuniary, private or personal interest or bias in the matter, to hear the case with the Hearing Examiner. If the Commission has designated representatives they shall each have an equal vote with the Hearing Examiner, except the Hearing Examiner shall be the chairperson of the panel and make all evidentiary rulings. Should a question

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arise as to previous involvement, interest or bias of an appointed Commissioner, the Hearing Examiner shall resolve the issue in conformance with the law on the subject.

I. Decision and order.

1. Within 30 days after conclusion of the hearing, the Hearing Examiner presiding at the hearing (or the Examiner and Commissioners as the case may be) shall prepare a written decision and order. The final decision shall be filed as a public record with the City Clerk, and copies thereof mailed to each party of record and to the Agency.

2. Such decision shall contain a brief summary of the evidence considered and shall contain findings of fact, conclusions of law upon which the decision is based, and an order detailing the relief deemed appropriate, together with a brief statement of the reasons therefore.

3. In the event the Hearing Examiner (or a majority of the panel composed of the Examiner and Commissioners), determines that a respondent has committed a violation of this chapter, the Hearing Examiner (or panel majority) may order the respondent to take such affirmative action or provide for such relief as is deemed necessary to correct the practice, effectuate the purpose of this chapter, and secure compliance therewith, including but not limited to hiring, reinstatement, or upgrading with or without back pay, lost benefits, attorney's fees, admittance or restoration to membership in a labor organization, or such other action which will effectuate the purposes of this chapter, including action which could be ordered by a court, except that damages for humiliation and mental suffering shall not exceed \$10,000. Back pay liability shall not accrue from a date more than 2 years prior to the initial filing of the charge.

1 4. Respondent shall comply with the provisions of any order affording relief and
2 shall furnish proof of compliance to the Agency as specified in the order. In the
3 event respondent refuses or fails to comply with the order, the Director shall
4 notify the City Attorney of the same and the City Attorney shall invoke the aid of
5 the appropriate court to secure enforcement or compliance with the order.

6 J. Enforcement by private persons.

7 1. Any person who claims to have been injured by a violation of this chapter may
8 commence a civil action in Superior Court or any other court of competent
9 jurisdiction, not later than two years after the occurrence of the alleged violation
10 of this chapter or 90 days after a determination of reasonable cause by the
11 Director, whichever occurs last, to obtain appropriate relief with respect to such
12 unlawful practice. In an action brought under this section, the court having
13 jurisdiction may, upon written findings by the judge that the action was frivolous
14 and advanced without reasonable cause, require the nonprevailing party to pay the
15 prevailing party the reasonable expenses, including attorneys fees, incurred in
16 opposing such action pursuant to RCW 4.84.185.

17 2. A complaint may be filed under this section whether or not an administrative
18 charge has been filed under the 14.16.080(B), and without regard to the status of
19 such charge, but if the Agency has obtained a pre-finding or post-finding
20 settlement or conciliation agreement with the consent of the charging party, no
21 action may be filed under this section with respect to the alleged violation which
22 forms the basis for such complaint except for the purpose of enforcing the terms
23 of the agreement. To preclude such filing, the charging party must be provided
24 with written notice that consent to a pre-finding or post-finding settlement or
25 conciliation agreement will terminate the charging party's right to file a civil
26 action under this section.

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- 3. a. Subject to the provisions of subsection 3(b), upon the filing of a civil action involving the same claim or arising from the same facts and circumstances, whether under this subchapter or similar law, a complaint of an alleged violation may be administratively closed by the Director.
- b. In the event that a court dismisses a private cause of action on grounds that would not preclude pursuit of a charge under this subchapter, the charging party may request, within 90 days of the entry of the Court's order of dismissal, that the Agency reopen a previously filed charged. Upon such request, the Director may reopen a case that was administratively closed upon the filing of a civil action. If the Agency closes a case based on a "no reasonable cause" finding, the case shall not be reopened except as provided through appeal pursuant to 14.16.080(D).
- c. No complainant or aggrieved person may secure relief from more than one governmental agency, instrumentality or tribunal for the same harm or injury.
- d. Where the complainant or aggrieved person elects to pursue simultaneous claims in more than one forum, the factual and legal determinations issued by the first tribunal to rule on the claims may, under the doctrines of "res judicata" or "collateral estoppel," be binding on all or portions of the claims pending before other tribunals.
- e. No civil action may be commenced under this section with respect to an alleged violation of this chapter which forms the basis of a complaint if a hearing on the record has been commenced by The City of Seattle Office of the Hearing Examiner. To preclude such filing, a charging party must be provided with written notice at least 30 days prior to the commencement of a hearing before The City of Seattle Office of the Hearing Examiner that the commencement of such a hearing will terminate the charging party's right to file a civil action.

1 4. In a civil action under this section, if the court, or jury, finds that a violation of
2 this chapter has occurred, the court may grant such relief as may be awarded by
3 the hearing examiner under this chapter ~~or is authorized by the Washington Law~~
4 ~~Against Discrimination, Chapter 49.60 RCW.~~ Damages awarded under this
5 section for humiliation and mental suffering are not subject to the limitation of
6 subsections 14.16.080(E) and 14.16.080(F).

7 5. Upon timely application, the City Attorney may intervene in such civil action,
8 if the City Attorney certifies that the case is of general public importance, and
9 may obtain such relief as would be available in an action brought under
10 subsections 14.16.080(E) and 14.16.080(I). Such intervention shall not be
11 permitted in an action in which the City is a defendant.

12 6. It is the intent of The City of Seattle, in enacting this section, to provide private
13 judicial remedies for violations of this chapter that are as expansive as possible
14 consistent with the powers granted by the Constitution and Laws of The State of
15 Washington. In the event that any provision or aspect of this section is adjudicated
16 to be invalid or unenforceable under applicable law, the validity or enforceability
17 of the remaining provisions shall be unaffected.

18 K. Construction with other laws.

19 Nothing in this chapter shall be construed to invalidate or restrict or deny any right or
20 remedy any person may have under state or federal law or preclude any cause of action in court
21 otherwise provided for the violation of any person's civil rights; nor shall this chapter be
22 construed to preclude any person aggrieved from seeking judicial review of any final
23 administrative decision or order made under this chapter affecting such person.

24 L. Violation -- Penalty.

25 It is unlawful for any person to willfully engage in an unfair practice under this chapter or
26 willfully resist, prevent, impede or interfere with the Director or Hearing Examiner in the
27

Comment [BN24]: Correction – avoid any potential conflict with state statute.

1 performance of their duties under this chapter, or to fail, refuse, or neglect to comply with any
2 lawful order of the Director or Hearing Examiner. Conduct made unlawful by this section
3 constitutes a violation subject to the provisions of Chapter 12A.02 of the Seattle Criminal Code
4 (Ordinance 102843, as amended)1, and any person convicted thereof may be punished by a civil
5 fine or forfeiture not to exceed \$500.

6
7 **14.16.090. New Employers**

8 The provisions of this Chapter shall not apply to Tier One and Tier Two employers that
9 have engaged in business activity for less than 24 months. For the purposes of this section,
10 employer tier shall be calculated based upon the average number of full-time equivalents
11 employed per calendar week during the first 90 calendar days in which the employer has
12 engaged in business.

13
14 **14.16.100. Implementation for Tier One and Tier Two Employers**

15 The provisions of this Chapter shall not apply to Tier One and Tier Two employers until
16 185 days after the effective date of the authorizing legislation.

17
18 **14.16.110. Confidentiality and Nondisclosure**

19 A. Except as provided in subsection B of this section, an employer shall maintain the
20 confidentiality of information provided by the employee or others in support of an employee's
21 request for sick or safe days under this section, including health information and the fact that the
22 employee or employee's family member is a victim of domestic violence, sexual assault, or
23 stalking, that the employee has requested or obtained leave under this act, and any written or oral
24 statement, documentation, record, or corroborating evidence provided by the employee.

25 B. Information given by an employee may be disclosed by an employer only if it is

26 1. requested or consented to by the employee;

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- 2. ordered by a court or administrative agency; or
- 3. otherwise required by applicable federal or state law.

14.16.120. Encouragement of more generous sick time policies; no effect on more generous policies

A. Nothing in this chapter shall be construed to discourage or prohibit an employer from the adoption or retention of a paid sick and safe time policy more generous than the one required herein.

B. Nothing in this chapter shall be construed as diminishing the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick and safe time to an employee than required herein.

C. Nothing in this chapter shall be construed as diminishing the rights of public employees regarding paid sick or safe time or use of sick or safe time as provided under federal or Washington state law, or the Seattle Municipal Code.

14.16.130. Waiver of the Provisions of the Chapter

The provisions of this chapter shall not apply to any employees covered by a bona fide collective bargaining agreement to the extent that such requirements are expressly waived in the collective bargaining agreement in clear and unambiguous terms.

A waiver of the requirements of all or any part of the provisions of this chapter shall not be permitted if it is imposed through an employer’s unilateral implementation of terms and conditions of employment.

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

Ben Noble
Leg – paid sick leave
Aug 9, June 21, 2011
Version #32a

1 Section 6. This ordinance shall take effect and be in force 180 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 ~~Section 7. Severability. The provisions of this ordinance are declared to be~~
5 ~~separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or~~
6 ~~portion of this ordinance, or the invalidity of its application to any person or circumstance, shall~~
7 ~~not affect the validity of the remainder of this ordinance, or the validity of its application to other~~
8 ~~persons or circumstances.~~

Comment [BN25]: Correction.

9
10 Passed by the City Council the ____ day of _____, 2011, and signed by
11 me in open session in authentication of its passage this
12 ____ day of _____, 2011.

13
14 _____
15 President _____ of the City Council

16
17 Approved by me this ____ day of _____, 2011.

18
19 _____
20 Michael McGinn, Mayor

21
22 Filed by me this ____ day of _____, 2011.

23
24 _____
25 Monica Martinez Simmons, City Clerk

Ben Noble

Leg – paid sick leave

~~Aug 9~~ ~~June 21~~, 2011

Version #~~32~~**a**

1 (Seal)

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