



Domestic Workers Ordinance

Questions and Answers

The **Domestic Workers Ordinance** establishes labor protections for domestic workers and creates a Domestic Workers Standards Board that makes recommendations for future policy changes. Seattle is the first city in the United States to have a Domestic Workers Bill of Rights. According to the Seattle Domestic Workers Alliance, there are approximately 33,000 domestic workers in Seattle who will benefit from this landmark law.

The **Seattle Office of Labor Standards (OLS)** is responsible for the implementation of the Domestic Workers Ordinance. OLS offers trainings and provides outreach and educational materials on this law.

For more information, subscribe to our newsletter ([here](#)); visit our Domestic Workers [webpage](#); call 206-256-5297; or reach us electronically:

- **Domestic workers** – submit an [on-line inquiry form](#).
- **Hiring entities** – submit an [on-line inquiry form](#) or send an email to business.laborstandards@seattle.gov.

Note: Information provided by the Office of Labor Standards does not constitute legal advice, create an agency decision, or establish an attorney-client relationship with the recipient of the information.

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A. General Information

1. When did the Domestic Workers Ordinance take effect?

The Seattle Domestic Workers Ordinance took effect on July 1, 2019.

2. What rights does this law require?

This law establishes the following rights for domestic workers:

- Payment of at least Seattle's minimum wage;
- Provision of meal periods and rest breaks;
- Provision of a day of rest after working more than six consecutive days (live-in workers only); and
- Retention of original documents or other personal effects.

3. What City department implements this law?

The City of Seattle's Office of Labor Standards (OLS) implements this law. OLS provides a range of services for workers and hiring entities, including education, training, compliance assistance, intake and investigations.

4. Where do workers call with questions?

Workers can call 206-256-5297, email workers.laborstandards@seattle.gov, or submit [an online inquiry](#).

Upon request, and to the extent permitted by law, OLS protects the identifying information (e.g. name, job title) of workers who report violations and witnesses who provide information during investigations. OLS will not disclose the person's identifying information during and after the investigation, to the extent permitted by law. OLS may need to release names of workers who are owed payment as a result of an investigation.

5. Does a worker's immigration status impact application of this law?

No, immigration status does not impact application of this law. As a matter of policy, the City of Seattle does not ask about the immigration status of anyone using City services. Read [OLS' Commitment to Immigrant and Refugee Communities](#) for more information.

6. Where do hiring entities call with questions?

Hiring Entities can call 206-256-5297, send an email to business.laborstandards@seattle.gov, or submit an [on-line inquiry form](#). OLS does **not** share information about hiring entity questions with our enforcement team. Phone conversations and email conversations with hiring entities are kept separate from the investigation process.

7. What happens when a hiring entity calls OLS with a question about compliance?

OLS has staff dedicated to business engagement who respond to inquiries and who are not members of the enforcement team. Phone conversations and email exchanges with the business engagement staff are kept entirely separate from the investigation process.

OLS encourages hiring entities to call or email their questions to our office. Our goal is to help hiring entities fully comply with Seattle's labor standards and we will answer many types of labor standards questions.

Note: The information provided by the Office of Labor Standards is not intended to be and should not be construed as legal advice.

B. Domestic Workers

1. What types of domestic workers does the law apply to?

The law protects workers providing paid domestic services to individuals or households in private homes as:

- Nannies;
- house cleaners;
- home care workers;
- gardeners;
- cooks; and
- household managers.

This law covers both employees and independent contractors. It applies to all the types of domestic workers listed above regardless of whether they are hourly or salaried employees, independent contractors, full-time or part-time workers, or temporary workers.

2. What types of domestic workers are excluded from coverage?

The law does not cover the following:

- Individuals who work on a casual basis;
- Individuals in a family relationship with the hiring entity; or
- Home care workers paid through public funds.

3. What does it mean to work on a “casual basis”?

“Casual basis” refers to work that is (1) irregular, uncertain, or incidental in nature or duration, and (2) different in nature from the type of paid work in which the worker is customarily engaged. Whether a worker is working on a casual basis depends on the totality of circumstances. A domestic worker is presumed to be “customarily engaged” in their work, unless they voluntarily disclose otherwise to a hiring entity.

Example #1: J cleans the Q family’s house about once every 2 weeks, sometimes every 3 weeks. The day and time often change based on the Q family’s needs. J also cleans other houses and uses the income they make from cleaning houses part-time to supplement their total income. Even though the work may be irregular from the Q family’s perspective, J is customarily engaged as a paid housecleaner part-time, and is therefore covered by the law. The Q family must follow the law’s requirements.

Example #2: J comes to the Q family’s house once every 6 months to help with deep cleaning tasks. Like in Example #1, J derives supplemental income from house cleaning. J would still be covered by the law if they continued to be customarily engaged as a paid housecleaner and would be entitled to the rights provided under the law.

Example #3: The parents of the Q family ask J if they could babysit their child one evening. J tells the Q family that they do not typically babysit, but they know the child and are happy to help. J is not covered by the law in that one instance.

4. What family members are included in the definition of a “family relationship”?

“Family relationship” refers to the child, spouse, parent, grandchild, grandparent, or sibling of either the hiring entity or the hiring entity’s spouse, or any domestic worker whose close association with the hiring entity is substantially similar in nature to a family relationship.

Please see Section C of this document for more information on hiring entities.

5. When is a domestic worker's close association with the hiring entity substantially similar in nature to a family relationship?

A domestic worker is presumed to not have a close association substantially similar in nature to a family relationship, unless the totality of circumstances otherwise demonstrates such a close association.

Factors that may help demonstrate that such a close association exists include:

- 1) A personal relationship between the domestic worker and hiring entity existed prior to the work arrangement; or
- 2) The worker makes a voluntary and knowing assertion acknowledging a close association substantially similar in nature to a family relationship.
 - a. A voluntary and knowing assertion is one where the worker was not pressured or manipulated to make it, and where the worker was informed that the potential consequences of asserting a close association is that worker may not be entitled to the labor protections provided by the law.

Even under the two circumstances described above, OLS may still determine that a close association “substantially similar in nature to a family relationship” does *not* exist, depending on the totality of circumstances.

6. Are babysitters covered by the law?

Babysitters that perform the same duties as nannies are covered by the law unless they are working on a “casual basis” or are in a “family relationship” (see definitions above) with the household.

7. What types of home care workers are paid through public funds?

These are workers who are paid by funds provided by, for example, local, state, and federal governments including, but not limited to, Medicare, Medicaid, the Older Americans Act, and the Veterans Administration.

C. Hiring entities

1. What is a hiring entity? What types of hiring entities are covered by the law?

A hiring entity is a person or other entity that pays a wage or pays for the services of a domestic worker. The law applies to all entities (individuals, households, partnerships, associations, and businesses) that pay a wage or pay for the services of a domestic worker. This includes entities acting directly or indirectly in the interest of a hiring entity, in relation to the domestic worker. Examples include, but are not limited to, any entity that:

- Has the power to determine the amount that hiring entities pay for domestic services;
- Has the power to determine the amount that domestic workers receive for services provided;
- Has the power to facilitate or terminate the domestic worker's relationship with the hiring entity, including the addition, removal, or promotion of the worker on an online platform; or
- Engages a subcontractor to perform all or part of the agreed upon services.

In addition to these examples above, OLS will also look more broadly at the facts of a particular case to determine whether an entity is acting directly or indirectly in the interest of a hiring entity, in relation to the domestic worker. Through this analysis, it is possible that entities connecting workers to individuals or households via a digital network or website may be considered hiring entities.

2. Are hiring entities always responsible for compliance with the law?

A hiring entity is almost always responsible for ensuring compliance with the law. A hiring entity is responsible if it:

- (1) Employs the domestic worker;

- (2) Contracts with the domestic worker for services; or
- (3) Contracts with another hiring entity that contracts with the domestic worker.

There is only one exception. If an individual or household contracts with another hiring entity (“contractor”) that has an employment relationship with the domestic worker, that contractor is solely liable unless the individual or household *interferes* with the rights established by the law.

Example: The Cortez family contracts with Carrie’s Cleaning Service to provide housecleaning services for their home twice a month. Carrie’s Cleaning Services employs three workers who provide housecleaning services to many households. The Cortez family is a “hiring entity” but one that contracts with a separate hiring entity (*i.e.*, Carrie’s Cleaning Services) employing domestic workers. Unless the Cortez family interferes with the housecleaners’ rights (*e.g.*, stops a worker from getting a rest break), Carrie’s Cleaning Service is solely liable for compliance with the law.

3. How do I know if an entity employs its workers?

It is important to know whether a domestic worker is correctly classified as an employee or an independent contractor, for two primary reasons:

- 1) A household that contracts with a separate hiring entity may, or may not, be responsible for compliance with the law depending on whether the separate hiring entity uses employees or independent contractors to provide the domestic service; and
- 2) A domestic worker that is considered an employee, as opposed to an independent contractor, may be entitled to additional worker protections, such as, for example, paid sick and safe leave.

Under Seattle’s labor standards laws, an employer who classifies a worker as an independent contractor “bears the burden of proof that the individual is, as a matter of economic reality,” not an employee because the worker is in business for him/herself and is not dependent upon the alleged employer. OLS shall apply the “economic realities test,” as it does for all its labor standards, to determine whether a worker is an employee or an independent contractor. More information about how OLS analyzes employment status is available on our website at:

<http://www.seattle.gov/Documents/Departments/LaborStandards/OLSWorkerClassificationEmployeeIndependentContractor52118FINAL.pdf>

A household that contracts with a separate hiring entity to provide domestic services should ask the company to determine whether the workers are treated as employees or independent contractors to understand whether the household is responsible for compliance with the law. Even if the separate hiring entity employs their workers, the household must not “interfere” with the workers’ rights established by the law. In any event, households are encouraged to make inquiries of all contractors to ensure that domestic workers working in their homes receive the rights required under the Domestic Workers Ordinance.

4. What does it mean to “interfere” with the rights established by the law?

An individual or household directly or indirectly interferes with a domestic worker’s rights if it:

- denies or interrupts a worker from exercising their rights;
- knows that a worker is not receiving their rights and engages in an action or communication with the employing hiring entity that causes or perpetuates such practice; or
- impedes, discourages, or coerces a worker from exercising their rights. This could include, but is not limited to:

- assigning so much work that a worker could not reasonably take their meal period or rest break;
- expressing an expectation that the worker must skip breaks;
- monitoring the worker while they are on break, such that the worker does not reasonably feel free to make personal choices as to how they spend their time; or
- encouraging a worker to accept payment below minimum wage.

Example #1: The Cortez household contracts with Carrie’s Cleaning Service to provide housecleaning services for their home. Carrie’s Cleaning Services employs three workers who come to the home, as described in the example provided in Question 2(b). The Cortez household has always paid Carrie’s Cleaning Service a flat \$100 dollars to the company, and they are not at home when the workers come to clean. The company typically sends 3 workers to do 3 hours of work. Sometimes they can take a rest break, but it is not guaranteed. Carrie’s Cleaning Service is solely liable for the workers’ rights.

One day a member of the household is home while the workers are cleaning. As the workers are taking a break, the household member instructs them to clean the windows immediately. The household may now be liable for interfering with the workers’ break.

Example #2: Even if the Cortez household has no direct communication with the worker, its communication with the company may give rise to their liability under the law. For example, if the Cortez family knows that the workers receive no more than minimum wage but nonetheless instructs the company to increase the workload without additional pay, they may be found liable based on their “interference” with the rights of a domestic worker.

5. If two households jointly employ a domestic worker, are both households responsible for compliance with the law?

Yes, where two households employ one worker jointly, both households are liable for a domestic worker’s rights. This “joint and several” liability will likely exist even if a violation happens at one home and not another.

Example #1: Two families, each with one child, jointly employ one nanny. The children are cared for together by the nanny. The families alternate the location of caregiving between the families’ two homes. Family A often asks the nanny to do chores while they are at Family A’s house, such that the nanny cannot take any breaks or meal periods. Family B does not assign additional chores. Both families are jointly liable for the lack of breaks at Family A’s house.

D. Minimum Wage

1. [UPDATE]: What is the minimum wage for domestic workers in Seattle?

The minimum wage and overtime rates are as follows:

2027

- Seattle minimum wage: \$22.14
- Seattle overtime rate: \$33.21*

2026

- Seattle minimum wage: \$21.30

- Seattle overtime rate: \$31.95*

2025

- Seattle minimum wage: \$20.76
- Seattle overtime rate: \$31.14*

*These overtime rates may require the employer to round up to the nearest cent

For more information about the Seattle minimum wage, and/or the different rates for small and large employers (applicable until December 31, 2024), please visit the [Seattle Minimum Wage website](#), specifically the Question and Answer page.

2. Can a hiring entity make deductions from a paycheck that go below minimum wage?

A hiring entity can deduct an amount from a worker's paycheck only when the worker expressly authorizes the deduction in writing, in advance, for a lawful purpose, and for the benefit of the worker. These deductions may reduce the worker's gross wages below the Seattle minimum wage.

To be a valid deduction, the written authorization of deductions must:

- Be written in the language(s) that the worker and the hiring entity are most comfortable using;
- Clearly and simply state that the worker authorizes a deduction from their wages;
- Clearly and simply state the amount and nature of the deduction;
- State the effective date(s) of the deduction;
- State that the worker may rescind their authorization at a future date in writing; and
- Be signed by the worker.

E. Meal periods and rest breaks

1. What are the requirements for providing meal periods and rest breaks?

Under this law, domestic workers have the right to receive a 30-minute meal periods for every five hours worked, and a 10-minute rest break for every four hours worked. Rest breaks are always paid, and meal periods may be unpaid depending on the circumstances. Please see questions further below in this Section for more details on what constitutes compliant meal or rest breaks.

2. Meal periods

a. What is a meal period?

A meal period is 30-minutes of *uninterrupted time* when the domestic worker is *completely relieved from duty*. This means the worker is allowed to rest, eat a snack or drink a beverage, make personal telephone calls, attend to personal business, or make other personal choices as to how they spend their time during their break. During the meal period (or rest break), a worker must not be required to engage in physical or mental exertion or required to discuss a work task. A hiring entity may not surveil or monitor a worker during their meal period (or rest break), such that they do not reasonably feel free to make personal choices as to how they spend their time.

As explained below, a meal period may be unpaid or paid depending upon the circumstances.

b. When is a meal period required?

A meal period is required when a domestic worker works more than five consecutive hours. The 30-minute meal period must be provided between the second and fifth working hour. Domestic workers who work five consecutive hours or less need not be provided a meal period.

c. Can a domestic worker waive a meal period?

Yes, domestic workers may choose to waive the meal period (but not a rest break), if their duties allow them to take an unpaid meal period. To be a valid waiver, the worker must be informed of the following in the language that the worker is most comfortable using:

- the effective date(s) of the waiver,
- the consequences of waiving (e.g. the worker will not receive an unpaid meal period), and
- the worker may rescind a waiver at any time.

Hiring entities are strongly encouraged to provide documentation of a waiver in writing with the information above, if the worker requests a meal period waiver. The waiver must also be voluntary, meaning that the worker must not have been pressured, manipulated, or coerced into waiving the meal period by the hiring entity.

d. When can meal periods be unpaid?

Meal periods can be unpaid when a domestic worker is *completely relieved from duty* and receives 30 minutes of *uninterrupted time* to spend at the worker's discretion. During unpaid meal periods, hiring entities cannot require workers to have any work obligations (e.g., be required to respond to a cell phone).

e. When must meal periods be paid?

Meal periods must be paid when a domestic worker is required to remain at the prescribed work site, on-call, *and* ready to return to work, but is relieved of other duties.

Example #1. Jamie, a home care worker, is taking care of an elderly client who needs help getting up to use the bathroom and performing other activities. The client often spends the afternoon napping or watching TV. Jamie must remain in the home at all times but is typically able to go to a different room and take a meal period where they can rest, eat a snack or drink a beverage, make personal telephone calls, attend to personal business, or make other personal choices as to how they spend their time during their meal period. Jamie is required to respond to the client's call if they need Jamie during the meal period. Jamie is entitled to a paid meal period.

Example #2. Z is a nanny that takes care of an 18-month-old, Baby B, during the weekday from 9:00am to 5:00pm. Baby B typically naps from 12:00pm to 2:00pm every day, and does not wake up. Z is required to remain in the home at all times but is able to put Baby B down for their nap, go to another room, and take a 30-minute meal period where they can rest, eat a snack or drink a beverage, make personal telephone calls, attend to personal business, or make other personal choices as to how they spend their time. Z is entitled to a paid meal period.

3. Rest breaks

a. What is a rest break?

A rest break is 10 minutes of uninterrupted time when a domestic worker is completely relieved from work duties. As with meal periods, this means the worker is allowed to rest, eat a snack or drink a

beverage, make personal telephone calls, attend to personal business, or make other personal choices as to how they spend their time during their break. During the rest break, a worker must not be required to engage in physical or mental exertion, or in any discussion related to a work task. A hiring entity may not surveil or monitor a worker during their rest break, such that they do not reasonably feel free to make personal choices as to how they spend their time.

Seattle's law is more generous than state laws related to employee rest breaks. Under state rules, a compliant rest period may be comprised of shorter intermittent breaks; under Seattle's law, the rest period may not be intermittent.

b. When are rest breaks required?

Hiring entities must allow a rest break of not less than ten minutes for every four hours of working time. The rest break must be allowed no later than the end of the third working hour of the four-hour block of time. Hiring entities are encouraged to schedule rest breaks as near as possible to the midpoint of the four hours of working time.

c. Can a domestic worker waive a rest break?

No. Domestic workers cannot waive their right to a rest break.

d. Are rest breaks always paid?

Yes, hiring entities must always pay for rest breaks.

e. Does remaining on-call prevent a domestic worker from taking a compliant rest break?

Hiring entities may require domestic workers to remain on-call at a prescribed work site during their paid rest breaks provided the purpose of the rest break is not compromised. This means that domestic workers must be allowed to rest, eat a snack or drink a beverage, make personal telephone calls, attend to personal business, or make other personal choices as to how they spend their time during their break.

4. Interrupted or missed meal periods and rest breaks

a. What happens if a meal period or rest break is interrupted?

If a domestic worker is called back to work activities during a rest break or meal period, the domestic worker is entitled to restart the clock on their meal period or break.

If they are unable to get 10 minutes of uninterrupted time before the fourth hour of work begins, the rest break is considered missed.

If a worker is unable to get 30 minutes of uninterrupted time before the fifth hour of work ends, the meal period is considered missed.

When rest breaks and meal periods are missed, the worker is entitled to additional pay, as detailed below.

Example #1: Jamie, a home care worker, is taking a paid meal period, but the client needs help during this time, and Jamie must return to work to assist the client. The paid meal period is interrupted. Jamie is

entitled to restart the clock on their 30-minute paid meal period. If they are unable to get 30 minutes of uninterrupted time before the end of the fifth hour of work, the meal period is considered missed, and Jamie must then be paid for the entire time, as well as an additional 30 minutes of pay as described below.

b. What happens if a domestic worker does not receive compliant meal periods (either paid or unpaid) or rest breaks?

If the worker does not receive a compliant rest break or a compliant meal period, the worker is entitled to additional pay.

For each missed meal period (whether paid or unpaid), a hiring entity must pay the worker for the hours worked plus an additional 30 minutes of pay.

For each missed paid rest break, a hiring entity must pay the worker for the hours worked, plus an additional 10 minutes of pay.

A hiring entity may be in violation of the law and subject to additional fines and penalties if a worker misses their rest break or meal period. However, if the nature of the worker's responsibilities make it "impossible or infeasible" to take a meal period or break, the hiring entity must only provide the additional pay as described above, and will not be subject to additional fines or penalties.

OLS will consider it to be "impossible or infeasible" for a domestic worker to take a meal period or rest break when:

- The nature of the work does not permit a meal or rest break without endangering the health and safety of those under a worker's care (*e.g.*, caring for children, or a vulnerable adult); or
- There are otherwise compelling circumstances that would have been unforeseen by the hiring entity at the time the work responsibilities were assigned.

Example #1. Z works for a household taking care of Baby C a couple days a week. Baby C is 5 months old and does not take regular naps, nor do they typically nap for longer than 30-40 minutes. Z is able to take 10 minutes of uninterrupted time for their rest breaks during these naps. However, Z is generally not able to take 30 minutes of uninterrupted time between the second and fifth hour of work. Z must then be paid for an additional 30 minutes of pay for their missed meal period. (Z may also be entitled to additional pay for missed rest breaks on days they cannot get the required 10 minutes of uninterrupted time.)

c. Are households required to return home to relieve domestic workers of their duties for meal periods and rest breaks?

No. Households and other hiring entities are not required to return home and physically relieve domestic workers from work duties. That said, hiring entities must provide an opportunity for *compliant* meal periods and rest breaks. There are three ways to comply with the law's requirements regarding meal periods and rest breaks, depending on the nature of the domestic work and the circumstances of the household:

- 1) If the domestic worker can be completely relieved of duties during their break times, the 30-minute meal period may be unpaid, but the 10-minute rest breaks must always be paid. This unpaid meal period can be waived by the worker, but the paid rest breaks may not be waived.
- 2) If the worker must remain on-site, on-call and ready to work during their breaks, the hiring entity must provide a *paid* meal period and this period cannot be waived by the worker. Rest breaks remain paid and may not be waived.
- 3) If the nature of a worker's work responsibilities make it impossible or infeasible to take rest breaks or meal periods, the hiring entity must provide *additional pay* for workers who miss meal periods and rest breaks. For an eight-hour day this would amount to an extra 50 minutes' worth of pay above the compensation for the time worked (i.e., 30 minutes of pay for the missed meal period and 20 minutes of pay for the missed rest breaks).

F. Day of rest for live-in workers

1. What are the requirements for providing a day of rest for live-in workers?

A domestic worker who resides or sleeps at a place of employment cannot be required to work more than six consecutive days for the same hiring entity without an unpaid, 24-hour period of consecutive rest. Any amount of work in a 24-hour period qualifies as a day of work, for purposes of determining six consecutive workdays.

A 24-hour period of consecutive rest means that the worker is completely relieved from work duties, not required to remain at the worksite, and not required to return to work if called.

2. Can a worker waive a day of rest?

A worker may waive a day of rest owed if the worker does so knowingly and voluntarily.

To be a knowing waiver, the worker must be informed of the rights that they are waiving in the language that the worker is most comfortable using, the effective date(s) of the waiver, the consequences of waiving, and the right to rescind a waiver at any time. Hiring entities are strongly encouraged to provide documentation of a waiver in writing with the information above, if the worker requests a waiver.

To be a voluntary waiver, the worker must not have been pressured, manipulated, or coerced into waiving by the hiring entity.

G. Retention of documents and personal effects

1. What are the privacy protections for a domestic worker's original documents and personal effects?

Hiring entities are prohibited from keeping any domestic worker's original documents or other personal effects (e.g., passport, work permit, visa, money).

H. Model notice of rights

1. What is the model notice of rights?

OLS has created a model notice of rights in English, Spanish and other languages, [available on the Domestic Worker's Ordinance webpage](#). The model notice of rights includes an explanation of the domestic worker's rights in this law and space for the hiring entity to state the established pay for the provision of domestic services.

2. Are hiring entities required to provide domestic workers with the model notice of rights?

No, hiring entities are not required to provide domestic workers with the model notice of rights. That said, OLS strongly encourages hiring entities to provide domestic workers with this information. Among other benefits, a record of providing a notice of rights may help demonstrate compliance with this law if a hiring entity becomes the subject of an OLS investigation.

I. Protection from retaliation

1. Does the law prohibit retaliation?

Yes. Retaliation is illegal. Hiring entities are prohibited from taking an adverse action or discriminating against domestic workers who, in good faith, assert the rights established by this law. These rights include but are not limited to:

- a. Engaging in the protections afforded by this law (*e.g.*, taking a meal period, rest break, or day of rest);
- b. Asking questions about domestic worker rights;
- c. Filing a complaint about alleged violations; and
- d. Participating in an investigation of alleged violations.

J. Enforcement

1. How will this law be enforced?

OLS has the authority to conduct investigations and impose remedies for violations of this law. However, OLS recognizes that outreach to and education for domestic workers and hiring entities is the first priority. Domestic workers need to be informed of their rights and households will have to understand their obligations as hiring entities. OLS looks forward to working closely with stakeholders to develop enforcement procedures that will meet the unique needs domestic workers and hiring entities.

2. Can domestic workers file a lawsuit for violations of this law?

Yes. Domestic workers can initiate a civil action to address violations of this law.

3. What is time period for bringing a complaint to OLS or filing a lawsuit?

The time period is three years from the date of the violation.