



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

R&R BOH25-02

Proposed No. BOH25-02.2

Sponsors

1 A RULE AND REGULATION intended to help prevent
2 food-borne illnesses and increase compliance with the
3 King County food code by conducting more frequent
4 inspections based on notification of noncompliance with
5 financial obligations resulting from employment-related
6 enforcement actions; amending R&R 17-01, Section 5, as
7 amended, and BOH 5.15.010, adding a new section to
8 BOH chapter 5.04, and adding new sections to BOH
9 chapter 5.60; enacted pursuant to RCW 43.20.050 and
10 70.05.060, including the latest amendments or revisions
11 thereto.

12 PREAMBLE:

13 1. According to the seminal 2009 study, Broken Laws, Unprotected
14 Workers: Violations of Employment and Labor Laws in America's Cities,
15 conducted by sociologists at UCLA, University of Illinois, and Rutgers, in
16 any given week as many as twenty-five percent of workers in low wage
17 jobs are paid less than minimum wage. These results were replicated in
18 2018 by David Cooper & Teresa Kroeger who together published
19 Employers Steal Billions from Workers' Paychecks Each Year, which
20 found if low wage workers were paid in compliance with minimum wage

21 laws, 159,000 families in the top ten most populous states would be lifted
22 out of poverty. Likewise, according to a 2022 wage theft study conducted
23 by Neil Damron, Martin Garfinkel, Danielle Alvarado, and Daniel Galvin,
24 those trends are the same in King County where an estimated three in ten
25 low wage workers suffered minimum wage violations depriving them of
26 almost 20 percent of their earned wages.

27 2. The most vulnerable workers are most in need of protection from wage
28 theft. In *Deterring Wage Theft: Alt Labor, State Politics, and the Policy*
29 *Determinants of Minimum Wage Compliance*, Daniel Galvin, Associate
30 Professor of Political Science and Faculty Fellow at the Institute for Policy
31 Research at Northwestern University, concluded that the more vulnerable
32 the worker, the more likely an employer will engage in wage theft. This is
33 because, as further described by Professor Nicole Hallett in *The Problem*
34 *of Wage Theft*, employers stand to gain more from violating the law the
35 greater the difference between the market wage and the minimum wage.

36 3. It is difficult and risky for vulnerable, low wage workers to bring
37 claims of wage theft, therefore policy solutions should focus on
38 deterrence, attempting to create a cultural expectation of timely payment.
39 Again, according to Daniel Galvin in *Deterring Wage Theft*, it is possible
40 to achieve wage theft deterrence in two ways. First, if the consequence of
41 each violation is relatively low, deterrence can be achieved if the
42 enforcement happens reliably and consistently. Second, where consistent

43 enforcement is not possible, then the deterrence can still be achieved but
44 the individual consequences are more significant.

45 4. As has been recognized for many years, deterring wage theft among
46 vulnerable workers helps to preserve and protect public health. RCW
47 49.12.010, first enacted in 1917, makes this connection clear by declaring
48 "the welfare of the state of Washington demands that all employees be
49 protected from conditions of labor which have a pernicious effect on their
50 health. The state of Washington, therefore, exercising herein its police
51 and sovereign power declares that inadequate wages and unsanitary
52 conditions of labor exert such pernicious effect."

53 5. Upholding Washington's minimum wage law in *West Coast Hotel Co.*
54 *v. Parrish*, 300 U.S. 379 (1937), the United States Supreme Court agreed,
55 finding "the exploitation of a class of workers who are in an unequal
56 position with respect to bargaining power [. . .] is not only detrimental to
57 their health and wellbeing but casts a direct burden for their support upon
58 the community." In 1961, the legislature again affirmed this purpose
59 again in Washington's minimum wage law by "declar[ing] that in its
60 considered judgment the health, safety and the general welfare of the
61 citizens of this state require the enactment of [the minimum wage law]."

62 BE IT ADOPTED BY THE KING COUNTY BOARD OF HEALTH:

63 **SECTION 1. Findings:**

64 A. The Washington state Department of Labor and Industries conducts
65 employment-related investigations and enforcement actions under Title 49 RCW, which

includes laws governing: protected leave, under title 49 RCW; the Industrial Welfare Act, chapter 49.12 RCW; youth employment, under chapter 49.12 RCW and chapter 296-125 WAC; family care, under RCW 49.12.265 through RCW 49.12.295; emergency first responders, under RCW 49.12.460; healthcare overtime, under RCW 49.28.130; agriculture, under chapter 49.30 RCW, chapter 19.30 RCW, and chapter 296-131 WAC; minimum wage and paid sick leave, under chapter 49.46 RCW and chapter 296-128 WAC; retaliation, under chapter 49.46 RCW and chapter 296-128 WAC; wage payment, under chapter 49.48 RCW; the Washington Equal Pay and Opportunities Act, chapter 49.58 RCW; isolated workers, under RCW 49.60.515; domestic violence protected leave, under chapter 49.76 RCW; military spousal leave, under chapter 49.77 RCW; warehouse protections, under chapter 49.84 RCW.

B. The city of Seattle Office of Labor Standards conducts investigations and enforcement actions of city employment-related laws including: app-based worker minimum pay, chapter 8.37 Seattle Municipal Code ("SMC"); cannabis employee job retention, chapter 8.38 SMC; app-based worker paid sick and safe time, chapter 8.39 SMC; paid sick time, chapter 14.16 SMC; fair chance employment, chapter 14.17 SMC; hotel employees job retention, chapter 14.19 SMC; minimum wage, chapter 14.19 SMC; wages, hours, and conditions of employment, chapter 14.20 SMC; secure scheduling, chapter 14.22 SMC; domestic workers, chapter 14.23 SMC; protecting hotel employees from violent or harassing conduct, chapter 14.26 SMC; protecting hotel workers from injury, chapter 14.27 SMC; improving access to medical care for hotel employees, chapter 14.28 SMC; commuter benefit, chapter 14.30 SMC; and independent contractor protections, chapter 14.34 SMC.

89 C. The King County department of local services has the authority to conduct
90 investigations and enforcement of county minimum wage laws in unincorporated areas
91 under K.C.C. chapter 12.18B.

92 D. The Washington state Office of the Attorney General has independent
93 authority to bring enforcement actions in the public interest to ensure compliance with
94 Washington laws under RCW 43.10.030, including antidiscrimination, wage-and-hour,
95 and other laws regulating the conditions of employment of Washington workers.

96 E. Financial obligations including fines and payments to affected workers may be
97 ordered by a court or imposed on employers by the state, city, or county as a result of the
98 employment-related enforcement actions.

99 F. On July 17, 2025, the King County Board of Health received a briefing that
100 enforcement of minimum standards of wage and labor laws in the food service context
101 protects the health of customers.

102 G. WAC 246-215-08405 identifies the conditions that would prompt prioritized
103 and more frequent inspections based on the Board of Health's assessment of a food
104 establishment's history of compliance with the food code and the establishment's
105 potential as a vector of foodborne illness.

106 H. Required by the federal Fair Labor Standards Act, employers are required to
107 post the federal minimum wage poster in a conspicuous place in their workplaces. Under
108 RCW 50A.20.020, employers are required to post the Paid Family and Medical Leave
109 Poster. Under RCW 49.17.220, employers are required to post the Job Safety and Health
110 Law poster.

111 I. Required by local jurisdictions, employers are required to post their local
112 jurisdictions' employer labor standards poster in their workplaces.

113 NEW SECTION. SECTION 2. There is hereby added to BOH 5.04 a new
114 section to read as follows:

115 "Noncompliant with employment-related financial obligations" means a failure to
116 comply with payment obligations imposed through a final government agency-initiated
117 order, determination, settlement, or court order, enforcing state and local labor standards
118 laws from which no appeal is pending.

119 SECTION 3. R&R 17-01, Section 5, as amended, and BOH 5.15.010 are each
120 hereby amended to read as follows:

121 A. The requirements of this section apply to general food service establishments,
122 bakeries, mobile food units, meat/fish establishments, and catering operations, and not to
123 any other category of food establishment.

124 B. The owner or operator of a general food service establishment, bakery, mobile
125 food unit, meat/fish establishment, or catering operation shall post, at the establishment, a
126 food safety rating placard or placards provided by the health officer. Each placard must
127 be posted:

128 1. Within five feet of the main public entrance or entrances of the general food
129 service establishment, bakery, mobile food unit, meat/fish establishment, or catering
130 operation, positioned conspicuously in a window or display case to ensure the placard is
131 clearly visible to passersby and to patrons entering or visiting the establishment; or

132 2. In a conspicuous location at the general food service establishment, bakery,
133 mobile food unit, meat/fish establishment, or catering operation as determined and

134 directed in the discretion of the health officer to ensure the placard is clearly visible to
135 passerby and to patrons entering or visiting the establishment.

136 C. After the conclusion of each routine food safety inspection, the health officer
137 shall recalculate the food safety rating of the general food service establishment, bakery,
138 mobile food unit, meat/fish establishment, or catering operation and provide the
139 establishment owner or operator one or more updated food safety rating placards for
140 display at the establishment.

141 D.1. If the health officer has been notified under Section 4(9) that the general
142 food service establishment, bakery, mobile food unit, meat/fish establishment, or catering
143 operation is noncompliant with employment-related financial obligations, the health
144 officer shall place an additional placard with information regarding the noncompliance
145 with employment-related financial obligations in a conspicuous location directly adjacent
146 to the food safety placard while completing the health safety inspection under Section
147 4(9).

148 2. The additional placard shall remain in place until the food service
149 establishment, bakery, mobile food unit, meat/fish establishment, or catering operation
150 notifies the department that they are no longer noncompliant with employment-related
151 financial obligations due to initiation of payment or subsequent appeal. Upon notifying
152 the department, the food service establishment bakery, mobile food unit, meat/fish
153 establishment, or catering operation may remove the additional placard.

154 NEW SECTION. SECTION 4. There is hereby added to BOH 5.60 a new
155 section to read as follows:

156 **Frequency – Performance- and risk-based.** WAC 246-215-08405 is
157 supplemented with the following:

158 (9) Whether the health officer has been notified by the city of Seattle Office of
159 Labor Standards, the Washington state Department of Labor and Industries, or the
160 Washington state Attorney General that the establishment is noncompliant with
161 employment-related financial obligations under BOH chapter 5.04.

162 NEW SECTION. SECTION 5. There is hereby added to BOH 5.60 a new
163 section to read as follows:

164 An inspection prompted by noncompliance with employment-related financial
165 obligations shall be completed by the health officer within thirty business days of
166 receiving notification from the city of Seattle Office of Labor Standards, the Washington
167 state Department of Labor and Industries, or the Washington state Attorney General that
168 an establishment is noncompliant with employment-related financial obligations.

169 NEW SECTION. SECTION 6. There is hereby added to BOH 5.60 a new
170 section to read as follows:

171 Public Health - Seattle & King County shall design an additional placard
172 indicating a food service establishment's noncompliance with employment-related
173 financial obligations. The additional placard should:

174 A. Indicate that the food establishment is subject to increased inspections due to
175 the noncompliance with employment-related financial obligations; and

176 B. Be designed to complement the existing food safety rating placard design and
177 not obscure information on the food safety rating placard.

178 NEW SECTION. SECTION 7. There is hereby added to BOH 5.60 a new
179 section to read as follows:

180 The health officer shall distribute written materials or provide a link to web-based
181 information on the food inspection report explaining sections 2 through 6 of this rule and
182 regulation to the person in charge of a food establishment as part of all food safety
183 inspections.

184 SECTION 8. The King County executive shall confer with the city of Seattle
185 Office of Labor Standards, the Washington state Department of Labor and Industries, and
186 the Washington state Attorney General and endeavor to agree with each entity by August
187 1, 2026, on terms for an agreement that shall contain, but not be limited to, the following
188 elements:

189 A. The process for notifying the Seattle-King County Department of Public
190 Health of owners or permit holders who are located within King County or have zip
191 codes within King County who are noncompliant with employment-related financial
192 obligations.

193 B. Identification of the data that will be transmitted between agencies including,
194 for example, name of owner or permit holders who are noncompliant with employment-
195 related financial obligations, contact information, unique business identifier, the name
196 and case number of the final judgment, frequency of transmission of data, no less than
197 once per quarter, and mechanism for transmission.

198 C. The process and authority for other Washington state and city of Seattle
199 departments to communicate with Seattle-King County Department of Public Health that

R&R BOH25-02

200 the establishment has resolved the employment-related financial obligation notified under
201 subsection A. of this section or if the establishment is under protest.

202 D. Language to be included in the placard and communications from the Public
203 Health - Seattle & King County, the city of Seattle Office of Labor Standards, the
204 Washington state Department of Labor and Industries, and the Washington state Attorney
205 General to the owners or permit holders regarding this rule and regulation.

206 SECTION 9. Sections 1 through 7 of this R&R take effect August 15, 2026.

207 SECTION 10. **Severability.** If any provision of this rule or its application to any

R&R BOH25-02

- 208 person or circumstance is held invalid, the remainder of the rule or the application of the
- 209 provision to other persons or circumstances is not affected.

R&R BOH25-02 was introduced on and passed as amended by the Board of Health on 9/18/2025, by the following vote:

Yes: 10 - Archiopoli, Barón, Chew, Daniels, de Castro, Gudgel, Lam, Loo, Mosqueda and Falcone

No: 1 - Dunn

Excused: 6 - Hollingsworth, Kettle, Mohammed, Nelson, Rakes and Williams

KING COUNTY BOARD OF HEALTH
KING COUNTY, WASHINGTON

Signed by:

ADD2DCD9E4B3430...

Teresa Mosqueda, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...

Melani Hay, Clerk of the Board

Attachments: None

Certificate Of Completion

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teresa.mosqueda@kingcounty.gov
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Clerk of the Council
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Certified Delivered	Security Checked	9/22/2025 2:37:16 PM
Signing Complete	Security Checked	9/24/2025 1:57:05 PM
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