

Seattle Secure Scheduling Ordinance



Effective July 1, 2017

Key Requirements

1. **Employee coverage**
 - a. Hourly employees who work, or report to work, at a fixed point of sale location in Seattle for 50% of the services provided to the employer.
2. **Employer coverage.**
 - a. Retail and food services establishments with 500+ employees worldwide; and
 - b. Full service restaurants with 500+ employees and 40+ full-service restaurant locations worldwide.
3. **Good faith estimate.** Upon hire, employers must provide a good faith estimate of the median hours an employee can expect to work, and whether the employee will work on-call shifts.
4. **Right to request input into the work schedule.** Employees may request schedule preferences regarding times and location of work. Employers must engage in an interactive process with employees to discuss these requests, and must grant a request related to a major life event (i.e. employee's transportation, housing, other job(s), education, caregiving responsibility, and care of serious health condition) unless the employer has a bona fide business reason to support denying the request.
5. **Right to rest between work shifts.** Employers cannot schedule a closing and opening shift (i.e. "clopening") separated by less than 10 hours unless an employee requests, or consents, to such hours. Regardless of request or consent, employers must always pay time-and-a-half for the hours separated by less than 10 hours.
6. **Advance notice of work schedule.** Employers must post employees' work schedules 14 days in advance.
7. **Compensation for work schedule changes.**
 - a. Additional hours: If an employer adds hours to the employee's schedule after it is posted, the employer must pay the employee one additional hour of pay at the scheduled rate. For each employer-addition of less than one hour, the employer may pro-rate the additional compensation due.
 - b. Subtracted hours: If an employee is scheduled for a shift and then sent home early, the employer must pay the employee for half of the hours not worked.
 - c. Grace Period: Additions or Subtractions of less than 15 minutes do not incur additional compensation.
 - d. On-Call Protections: If an employee is scheduled for an on-call shift and is not called-in, the employer must pay the employee for half of the hours not worked.
 - e. Exceptions to compensation requirements.
 - Employee requests for schedule changes (e.g. when an employee requests to leave work early to attend a concert.)
 - Employee-to-employee shift swaps.
 - Employee acceptance of a schedule change in response to a "mass communication" from the employer about additional hours due to a scheduled employee not being able to work.
 - Employee acceptance of a schedule change in response to an "in-person group communication" initiated by the employer with two or more currently working employees about additional hours due to unanticipated customer needs.
 - Employee acceptance of an offer of hours under the "access to hours" provision described below.
 - Employer's reduction of employee hours due to bona fide discipline.

- Employer's inability to begin or continue operations due to (1) threats to employees or property; (2) recommendation of public official; (3) public utilities failure; (4) natural disaster; (5) weather event; (6) an event that would cause the employer to violate a law.
- 8. Access to hours for existing employees.** Before hiring external employees, employers must offer additional hours of work to existing employees, subject to certain exceptions. Employers must post notice of additional hours for three days and allow existing employees two days to consider job offers.
 - 9. Record-keeping requirements.** Employers must keep records for three years to show compliance.
 - 10. Poster and translation requirements.** Employers must display a Secure Scheduling workplace poster in a conspicuous and accessible place at the worksite. Employers must provide translations of the poster and certain documents in English and the employees' primary language(s). The Office of Labor Standards will create the poster and provide translations.
 - 11. Protection from retaliation.**
 - a. Employers may not interfere any right protected by the Secure Scheduling ordinance.
 - b. Employees have the right to decline any hours not on the originally posted schedule.
 - c. However, employers may discipline an employee for abuse of the employer's reasonable notification and job requirements for employee-requested work schedule changes, provided such changes are not due to a reason covered by another local, state or federal law (e.g. Paid Sick and Safe Time, disability accommodation).
 - 12. Waiver.** Secure scheduling requirements shall not apply when such requirements are expressly waived in a collective bargaining agreement, or addendum to a collective bargaining agreement, and employees ratify an alternative scheduling structure that meets the public policy goals of the ordinance.

For more information, contact the Seattle Office of Labor Standards, 206-684-4500
<http://www.seattle.gov/laborstandards/ordinances/secure-scheduling>

