

Seattle Secure Scheduling Ordinance

Frequently Asked Questions

Q. What is the Seattle Secure Scheduling Ordinance?

A. The Secure Scheduling Ordinance regulates the way that retail businesses schedule and retain its employees. The ordinance includes these requirements:

- Good faith estimate of hours and work schedule
- Two weeks' advance notice of schedule
- Right to rest between work shifts
- Right to request work schedule preference and changes
- Compensation for schedule changes (Predictability Pay)
- Access to hours for existing employees

Q. Do the Ordinance requirements apply to all of my employees?

A. The regulations apply to all hourly employees working in Seattle.

Work Schedules and Scheduling Requirements

Q. What is the Good Faith Estimate of Hours?

A. We are required to give new and existing employees a good faith estimate of hours they will be expected to work throughout the year.

- **New Hires:** The written estimate should include the expected minimum number of scheduled shifts per month, the days and hours of those shifts, the average number of hours per week for each quarter of the year, and if the employee will be required to work on-call shifts.
- **Existing Employees:** The written estimate should include the average number of hours per week, and if the employee will be required to work on-call shifts.

Q. When should I provide a new hire with the Good Faith Estimate of Minimum Hours?

A.

- **New Hires:** You must provide this estimate to all new employees prior to their first day of employment using the new **Initial Estimate of Minimum Hours Form**. The form will be located within Talent EssilorLuxottica Recruiting as a required offer letter/email to be completed and sent when extending the offer/before the employee's first day of employment.
- **Existing Employees:** You must provide an annual good faith estimate to all existing employees each year. This process takes place each year in July. You will be provided with additional communication regarding this process in Talent EssilorLuxottica.

Q. Do I have to schedule my new employee the exact shifts and hours that I provided on the Initial Estimate of Minimum Hours Form?

A. No. This is meant to be our best estimate of expected hours and you are not obligated to provide those specific shifts/hours if the business cannot accommodate. However, if the employee's hours change by more than 30%, you will need to provide the employee a new

Annual Good Faith Estimate of Hours for Existing Employees form which will be housed on HR Solutions.

Q. Do I need to keep a copy of either form that I provide to my employees?

A. No. As long as you complete and send this form to the employee via Talent EssilorLuxottica, you do not need to keep a copy of the form. It will be tracked within the Talent EssilorLuxottica system.

Q. Is the Initial Estimate of Minimum Hours the only document I need to provide to a new employee?

A. No. You must also provide each new employee with an initial work schedule that runs through the date in which the next biweekly schedule is to be posted.

Q: How far in advance do I need to post a work schedule for existing employees?

A: 14 days prior to the first day of the work schedule.

Q: What is the minimum time between shifts that I can schedule an employee?

A: 10 hours. A manager may not require an employee to work less than 10 hours after the end of the previous scheduled shift. If this occurs, you will be required to pay the employee Predictability Pay (see below).

Q. Do employees have the right to decline employer requested schedule changes?

A. Yes, an employee may decline to work any hours not included in the employee's posted work schedule.

Q: Can I require the employee to find coverage for a shift they can no longer work?

A: If the employee cannot work a shift due to a legally protected reason (FMLA, Paid Sick/Safe Time, Jury Duty, etc.), you cannot ask them to find a replacement. If the employee cannot work a shift due to an emergency of a major life event, then you may ask, but not require, the employee to find coverage. But if the employee does not have a protected reason for not being able to work then you may require the employee to find coverage for the shift.

Q. Do employees have the right to request flexible schedules?

A. Yes. Employees can request schedule preferences or changes at the time of hire and prior to a posted work schedule to balance other commitments, caregiver responsibilities, or changes in major life activities.

If an employee requests a schedule preference or change, you must meet with the employee to discuss the request with **7 days** and conclude the discussion within **21 days**. You may ask for information to verify the reason for their request.

Q. What is considered a major life activity?

A. A significant event that impacts the employee's ability to access the workplace. It may include:

- Changes in employee's transportation.
- Changes in employee's housing.
- Employees own serious health condition.
- Employee's responsibilities as a caregiver.
- Employee's enrollment in a career-related educational or training program.

- Employee's other job or jobs.

Q. Do we have to allow the request for a schedule preference or change?

A. No, unless the request is due to a major life activity. If it is due to a major life activity, you must allow the request, unless you have a bona fide business reason to deny the request (cost to business, requires premium pay, negative impact on customers, displaces other employees, or not enough work). You must also provide a written response to the employee. If you deny the request, your response must include your bona fide business reason.

Compensation for Scheduling Changes

Q: What is Predictability Pay and how is it paid?

A: Predictability Pay is additional compensation for schedule changes that occur after a schedule has been posted. Predictability Pay should be paid using the “**Predictability Pay**” pay code in your timekeeping system.

Q. When would I owe an employee Predictability Pay?

A. Unless an exception applies (see below), employers must provide additional compensation when they:

- Initiate schedule changes after the schedule has been posted; or
- Do not schedule at least 10 hours of rest between shifts

| Action Taken after schedule was posted | Hours of Predictability Pay (at the employee’s base hourly rate) |
|---|--|
| Hours reduced by > 15 minutes or shift cancelled | 1/2 (0.5) of hours not worked |
| Any “on-call” shift that is cancelled | 1/2 (0.5) of hours not worked |
| Hours or shift added (> 15 minutes) | 1 Hour |
| Any change in work time with no change in number of hours worked | 1 Hour |
| < 10 hours of rest between shifts | 1 ½ (1.5) times the number of hours of rest less than 10 |

Predictability Pay Examples:

- 1) An employee is scheduled to work an “on-call” 8 hour shift. A day before the shift, the manager cancels the shift. The manager should input 4 hours of Predictability Pay for the employee on that day in the timekeeping system (0.5 x 8 unworked hours = 4).
- 2) An employee is scheduled to work a 4 hour shift from 12:00 p.m. to 4:00 p.m. Less than 24 hours before the shift begins, the manager informs the employee that the shift will be extended from 12:00 p.m. to 5:00 p.m. The manager should input 1 hour of Predictability Pay for the employee on that day in the timekeeping system.
- 3) When business is slow, a manager sends his other employee home early. The employee has worked 4 hours of her regularly scheduled 8 hour shift. The manager should input 2

hours of Predictability Pay for the employee on that day in the timekeeping system (0.5×4 unworked hours = 2).

- 4) An employee received only 8 hours of rest between shifts (one shift ended at 12:00 a.m. and the next shift started at 8:00 a.m.). Because there was not 10 hours between shifts, the manager should input 3 hours of Predictability Pay for the employee on that day in the timekeeping system (1.5×2 hour gap = 3).

Q. Are there any exceptions to owing Predictability Pay?

A. Yes. You would not owe an employee Predictability Pay if you notify of the schedule change more than 7 days in advance or if a schedule change is made for any of the following reasons:

- When the employee requests a change to the schedule;
- When the employee trades shifts with another employee;
- When the schedule change falls within the 15 minute grace period;
- When an employer provides notice of additional hours through mass communication and an employee volunteers to cover hours;
- When an employer conducts an in-person group conversation with employees currently on shift to cover new hours to address customer needs and an employee consents to take the hours;
- When an employee is sent home for disciplinary reasons;
- When operations cannot begin or continue due to reasons outside of employer's control (threats to employees or property, public utilities fail; act of God).

Examples:

- 1) An earthquake occurs, causing a store to lose water service and electrical power. As a result, the store closes for the day and sends all employees home. The Company is not obligated to pay the employees Predictability Pay.
- 2) A crime occurs next to a store. The police have shut down the block, prohibited businesses from opening, and required businesses that have already opened to shut down. The Company is not obligated to pay the employee Predictability Pay.
- 3) An employee gets last minute tickets to a concert tomorrow. The employee finds another employee to cover her shift through a shift swap. The manager would not owe Predictability Pay because the employee found replacement coverage through an employee-to-employee shift swap.
- 4) An employee is scheduled to work an 8 hour shift from 12:00 p.m. to 8:00 p.m. The employee starts an argument with a customer and is sent home by the manager at 7 p.m. The manager would not owe the employee Predictability Pay because the employee was sent home for disciplinary reasons.
- 5) A manager is notified that the store will hold a special one-day sale in three days. The manager posts a sign in the break room asking employees to volunteer to sign up to work additional shifts on that day. The manager would not owe one hour of Predictability Pay to any employees who volunteer because the schedule change was proposed via mass communication.

- 6) The employee is scheduled to work from 10:00 a.m. to 4:00 p.m. During the work shift, the employer requested that the employee end the work shift early. The employee agreed and clocked-out at 3:47 p.m. The employer does not owe Predictability Pay because the schedule change is within the 15-minute grace period.

Offering Additional Hours to Existing Employees

Q. When would I offer additional hours or job offers to existing employees instead of hiring a new employee?

A. You must offer hours to existing employees if they are qualified and we can accommodate their availability with any and/or all of the hours available.

Examples:

- 1) Company A has 3 full-time employees and 1 part-time employee. When an 8 hour shift becomes available, those hours are offered to the part-time employee who indicates that she is able to work only two of those hours. Company A locates a new employee who is able to work the remaining six hours. Company A may not hire the new employee to work the entire eight-hour shift because it would not be burdensome to hire a new employee to work the remaining six hours of the shift.
- 2) Company B has additional hours available to work as a cashier in the hardware section of the store, which requires no specialized knowledge about hardware. Instead of offering the additional hours to Mr. Jones (a part-time cashier in the electronics department), the manager hires a new employee. Company B has violated the Ordinances because Mr. Jones was qualified to work as a cashier in the hardware section as no specialized knowledge was required and the work is similar to his work as a cashier in the electronics section.
- 3) Company C has 20 hours of additional work available. Part-time employees Mrs. Jones and Mr. Smith are each scheduled to work 10 hours and they are both qualified to perform the additional work available. Company C may offer all of the hours to Mrs. Jones, and none to Mr. Smith, or vice versa; or Company C may offer some hours to Mrs. Jones and some to Mr. Smith in whatever order and proportion Company C chooses.

Q. How long do I have to post the offers?

A. Notice of Hours - Employers must post written information about additional hours for **three days** in a noticeable place, for all employees. The posting can be by paper (e.g., store bulletin board) or electronically (e.g., email from store email address to all store employees).

- **Job Offer** - Employer must post/present job offers to qualified, existing employee(s) and allow two days to consider offer.

Q. What does the posting need to say?

A. The notice must contain the following information:

- Description and title of the position;
- Required qualifications for the position;
- Total hours of work being offered;
- Schedule of available work shifts; and

- Length of time the employer anticipates requiring coverage of the additional hours
- Note: If you do not have specific shift information, an acceptable general statement would be “hours and schedule dependent upon the employee’s availability.”

Q. Do I have to offer additional hours to existing employees if it means I will have to pay them daily or weekly overtime?

A. No.

Q. When can I hire a new employee?

A. If all employees respond **in writing** (paper or electronic) that they decline the offer of additional hours or all qualified employees decline the job offer. Please keep these written responses in the employee’s personnel file or a designated place in the store.

Q. What penalties may we see if we fail to comply with the Ordinance?

A. If we are found in violation of the Ordinances, we may be subject to payment of administrative fines, lost wages and/or penalties (ranging from \$500 - \$20,000 penalty per affected employee for failing to provide Predictability Pay or violating equal treatment requirements).

Please remember that retaliation against any employee that asserts his or her rights under this ordinance, or cooperates with the City in enforcement, is strictly prohibited.