

Office of Labor Policy and Standards – NYC Workplace Laws and Worker Rights

Nov. 8, 2018, CLASP CONFERENCE

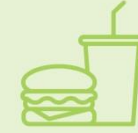
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Fair Workweek Law: NYC Law

- **General Provisions (Subchapter 1)** – Definitions, Retaliation prohibited, Notices of Rights postings required, Recordkeeping Requirements.
- **Advance Scheduling and Schedule Change Premiums (Subchapter 2)** – Fast food employers must provide a Good Faith Estimate of hours and advance notice of work schedules to workers and pay schedule change premiums for changes after required schedule notifications.
- **Minimum Time between Shifts (Subchapter 3)** – A worker must consent in writing and be paid \$100, in addition to payment for hours worked, to work two consecutive work shifts over two calendar days with less than 11 hours between the shifts (a “clopening”).
- **Access to Hours (Subchapter 4)** – Scheduling priority to fast food employees working at the fast food establishment where shifts are available before assigning the work to existing off-site fast food employees. If existing fast food employees do not accept open shifts, fast food employers may then advertise for new workers.
- **On-Call Scheduling (Subchapter 5)** – Retail employers may not schedule on-call shifts and must provide 72 hours’ advance notice of work schedules to retail workers.

Employee Rights



Good Faith Estimate and first work schedules in writing on or before first day of work



14 days' (2 weeks') advance notice of work schedule

Written worker consent for any additions to a written schedule within 14 days of the start of the shift



Premium pay for all schedule changes with less than 14 days' notice



Written worker consent plus \$100 premium to work clopening* shifts



Priority to existing workers to work newly available shifts before employer hires new employees

*A *clopening* involves working 2 shifts over 2 days when the first shift ends a day and there are less than 11 hours between shifts.

Work Schedules: Schedule Change Premiums



Amount of notice before change is effective	If employer adds time or shifts, worker receives	If employer changes the schedule, but not the total working time, worker receives	If employer removes time or shifts, worker receives
14 to 7 days	\$10 per change	\$10 per change	\$20 per change
7 days to 24 hours	\$15 per change	\$15 per change	\$45 per change
Less than 24 hours	\$15 per change	\$15 per change	\$75 per change

Access to Hours Overview



Employer wants to hire a new worker to fill a newly available shift.

Fast food employer notifies current workers of the available shifts with criteria for assignment.

Fast food workers respond to accept the shifts or a portion of shifts.

Assign shifts to existing workers at that location based on stated criteria. Assign remaining shifts to other existing workers.

All or some of the shifts remain unfilled.

Hire new workers for the shifts as they were advertised to existing workers.

Priority: **existing fast food workers** in distributing open shifts.

Fast Food Employer Violations

Remedies and Damages

Violation	Damages to Worker	Fines to City
Failing to provide work schedules in compliance with the law	\$200	<ul style="list-style-type: none"> ▪ \$500 for violations leading to an initial legal action ▪ Up to \$750 for violations leading to a second legal action within a two-year period ▪ Up to \$1,000 for subsequent violations
Failure to pay premium	Unpaid premium + \$300	
Failure to provide or follow Good Faith Estimate	\$200	
Failure to provide requested schedules	\$200	
Violation of Access to Hours	\$300	
Violation of Minimum Time between Shifts (<i>Clopenings</i>)	\$500 plus the unpaid \$100 premium	
Retaliation	Undoing discipline and reinstatement; back pay; \$500; and any other money or relief to make worker whole	
Retaliatory termination	Undoing discipline and reinstatement; back pay; \$2,500; and any other money or damages to make worker whole	