

## **GOOD FAITH ESTIMATE OF SCHEDULE**

### **Seattle (14.22.025)**

A. For new employees, the employer shall provide the employee with a written good faith estimate of the employee's work schedule at time of hire. The good faith estimate shall include the median number of hours the employee can expect to work each work week, and whether the employee will be expected to work on-call shifts.

1. For existing employees, the employer shall revise the good faith estimate once every year and when there is a significant change to the employee's work schedule due to changes in the employee's availability or to the employer's business needs.
2. The good faith estimate shall not constitute a contractual offer and the employer shall not be bound by the estimate. However, the employer shall initiate an interactive process with the employee to discuss any significant change from the good faith estimate, and if applicable state a bona fide business reason for the change.
3. The employer shall include the good faith estimate, in English and the employee's primary language.

### **San Francisco (SEC. 3300G.4)**

#### **(a) Initial Estimate of Minimum Hours.**

(1) Prior to the start of employment, an Employer shall provide a new Employee with a good faith estimate in writing of the Employee's expected minimum number of scheduled shifts per month, and the days and hours of those shifts. This estimate shall include On-Call Shifts. The estimate shall not constitute a contractual offer and the Employer shall not be bound by the estimate.

(2) Prior to the start of employment, the Employee may request that the Employer modify the proposed work schedule provided under subsection (a)(1) of this Section 3300G.4. The Employer shall consider any such request, and in its sole discretion may accept or reject the request, provided that the Employer shall notify the Employee of its determination prior to the start of employment.

## **BONA FIDE BUSINESS REASON**

**Seattle** requires a “bona fide business reason” for changing the good faith estimate of work schedule or for denying employee’s request for changing the schedule due to a major life event.  
14.22.010

“Bona fide business reason” means:

1. An action that would cause the employer to violate a law, statute, ordinance, code and/or governmental executive order; or
2. A significant and identifiable burden of additional costs to the employer; or
3. A significant and identifiable detrimental effect on the employer’s ability to meet organizational demands, including:
  - a. A significant inability of the employer, despite best efforts, to reorganize work among existing employees;
  - b. A significant detrimental effect on business performance;
  - c. A significant inability to meet customer needs or demands; or
  - d. A significant insufficiency of work during the periods the employee proposes to work.

## **EXCLUSIONS FOR PAYING PREDICTABILITY PAY**

### **Seattle (14.22.050)**

1. Mutually agreed upon work shift swaps or coverage among employees that may be approved by the employer;
2. Additional hours that the employee volunteers to work in response to a mass communication, in writing from the employer, about the availability of additional hours, provided that the mass communication is
  - a. Only used for additional hours that are the result of another employee being unable to work scheduled hours, and
  - b. Is clear that accepting such hours is voluntary and the employee has the right to decline such hours;
3. Additional hours that the employee consents to work as the result of accepting an offer of work pursuant to Section 14.22.055;
4. Employee-requested changes that the employee voluntarily makes to the employee's work schedule and documents in writing;
5. Employee hours that are subtracted due to disciplinary reasons, provided the employer documents in writing the incident leading to discipline;
6. Operations cannot begin or continue due to threats to employees or property, or due to the recommendation of a public official that work cannot begin or continue;
7. Operations cannot begin or continue because public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system; or
8. Operations cannot begin or continue due to natural disaster or other cause not within the employer's control pursuant to rules issued by the Director.

### **San Francisco (SEC. 3300G.4)**

- (1) Operations cannot begin or continue due to threats to Employees or property, or when civil authorities recommend that work not begin or continue;
- (2) Operations cannot begin or continue because public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system;
- (3) Operations cannot begin or continue due to an Act of God or other cause not within the Employer's control;
- (4) Another Employee previously scheduled to work that shift is unable to work due to illness, vacation, or employer-provided paid or unpaid time off where the Employer did not receive at least seven days' notice of the absence;

(5) Another Employee previously scheduled to work that shift has not reported to work on time and/or is fired or sent home or told to stay home as a disciplinary action;

(6) The Employer requires the Employee to work overtime (i.e., mandatory overtime); or

(7) The Employee trades shifts with another Employee or requests from the Employer a change in shift(s), hours, or work schedule.