

	<i>Emeryville proposed at 8/16</i>	<i>Simplified Model Ordinance</i>	<i>Seattle bill</i>	<i>San Francisco</i>
Covered Employees & Employers	>=12 locations globally AND >15 employees in Emeryville -OR- > 55 employees globally for retail, and > 20 employees within Emeryville for fast food	Retail and Fast Food establishments with > 55 employees globally. (Also open to > 11 locations globally.)	Retail and fast food establishments with >=500 employees globally. Full service restaurants with >=500 employees globally AND >=40 locations globally	“Formula retail establishments” with 40 retail establishments globally AND >=20 employees in San Francisco
# of weeks notice	2 weeks	3 weeks	2 weeks	2 weeks
Right to Decline shifts	All changes with < 7 days notice	Right to decline shifts added after posting	<i>Same as model ordinance</i>	
Compensation of Schedule Changes/ “Predictability Pay”	Only for shifts changed with < 24 hrs notice	All employer-initiated changes after schedule posted , with enhanced pay for changes with < 24 hrs notice.	All employer-initiated changes after schedule is posted , including half of any pay lost due to cancellation/shifts being shortened	Predictability pay for all required changes with < 7 days notice , enhanced pay for changes with < 24 hrs notice
Right to Rest/ “Clopensing”	Right to decline shifts with less than 11 hrs	Right to decline shifts with less than 11 hrs and premium pay (1.5x regular rate) for hours worked with less than 11 hours’ rest, if shift accepted.	Right to decline shifts with less than 10 hrs and premium pay (1.5x regular rate) for hours worked with less than 10 hours’ rest, if shift accepted.	
Confusing language in Compensation of Schedule Changes/ “Predictability Pay” re: “requires the Employee to work.”	5-39.04 (b) “...or each previously unscheduled Shift that the Covered Employer <u>requires</u> the Employee to work.”	The employer pays predictability pay whenever the employer changes, adds or cancels a shift.	“The employer shall compensate employees for each employer-requested change to the employee’s written work schedule.”	Emeryville’s confusing proposed language drawn from San Francisco, where it has been interpreted to mean no predictability pay is owed unless the employee proves that s/he was coerced into the scheduling change or it was made a condition of continued employment.
Offer of Work to Existing Employees/ Access to	Hours offered to part-time workers up to 35 hrs/wk	Workers are eligible for hours up to the overtime limit (40	Workers are eligible for hours up to the overtime	Emeryville’s arbitrary 35 hrs/wk limit drawn from San Francisco.

Hours “up to...35 hrs of work” per week		hrs/wk or 8 hrs/day)	limit.	
Building services contractors that work for covered employers are also covered	Intention to include if they are subcontracted from a covered employer (retail and fast food).	Included if they are subcontracted from a covered employer (retail and fast food).	Not included.	Similar to Simplified model ordinance.