City of Los Angeles Fair Work Week Ordinance:

Frequently Asked Questions (FAQ)

Updated as of 11/30/2023

This document contains answers to questions that are frequently asked about the new City of Los Angeles Fair Work Week Ordinance (FWWO) and Office of Wage Standards Ordinance, or Los Angeles Municipal Code (LAMC) Sections 185 and 188, respectively.

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I. General

1. What is the Fair Work Week Ordinance?

The City of Los Angeles Fair Work Week Ordinance (FWWO) is being implemented to provide workers of large retail businesses with fair and predictable schedules, additional opportunities to work, and other employment protections. The FWWO provides stability through Employee protections including:

- A Good Faith Estimate of Work Schedules;
- Required advance notice of Work Schedules;
- The right to decline certain schedule changes;
- Priority for additional hours;
- Predictability Pay for accepting certain schedule changes; and
- Adequate rest periods between shifts.

2. When did the Ordinance take effect?

The Ordinance went into effect on April 1, 2023 with an initial grace period of 180 days focused on employer education and outreach. Full enforcement of the FWWO by the City, including fines and penalties, will begin on September 28, 2023.

3. What City department is implementing the Ordinances?

The Office of Wage Standards of the Bureau of Contract Administration of the Department of Public Works is the Designated Administrative Agency for the Ordinance.

4. Can communications that are required in writing be transmitted or received electronically?

Yes.

5. How is 'regular rate of pay' calculated for Predictability Pay or premium pay under the FWWO?

The regular rate of pay owed to an Employee for Predictability Pay or premium pay should be calculated in the same manner as the regular rate of pay when calculating overtime premiums.

6. What are the boundaries or zip codes that comprise the City of Los Angeles?

To determine if a workplace or job site lies within City limits, you may use Neighborhood Info (https://neighborhoodinfo.lacity.gov/). Follow the exact instructions of this website. If an address is located within City boundaries and is correctly entered, then the search will locate the address on the map with detailed address information.

II. Employees

7. Who is considered an "Employee" under the FWWO?

An "Employee" is covered by the FWWO if they meet all of the following conditions:

- In any Work Week, the individual performs at least two (2) hours of work within the geographic boundaries of the City of Los Angeles for a covered Employer including full-time, part-time, temporary or seasonal work;
- The individual qualifies for minimum wage under the California minimum wage law; and
- The individual's primary work location supports retail operations, including but not limited to the retail store or warehouse. If the primary work of the individual

is to support administrative functions related to the corporate office, the individual is not covered.

8. Are all employees at a retail location covered by the Ordinance?

Generally, every Employee who works for a covered retail location is covered by the Ordinance if they support retail operations. The exceptions include employees who are exempt from minimum wage under the California Labor Code and Industrial Welfare Commission (IWC) Wage Orders and employees who work at a corporate office. For more details, please refer to the *Rules and Regulations #1: Determining Who Is a Covered Employee*.

9. Does the Ordinance apply to salaried or exempt employees?

Employees exempt from minimum wage in accordance with the California Labor Code and IWC Wage Orders are not covered by the Ordinance. This includes executive, administrative and professional employees. (See https://www.dir.ca.gov/IWC/WageOrderIndustries.htm)

10. Does the Ordinance apply to retail managers who are in charge of scheduling?

Yes. Unless the manager is exempt from the minimum wage under the California Labor Code and Industrial Welfare Commission (IWC) Wage Orders, every Employee at a retail location whose primary work function is to support the retail operations is covered by the Ordinance. They would also be entitled to Predictability Pay for Employer-initiated schedule changes to their schedule.

11. Does the Ordinance apply to employees at a corporate office?

No. If the primary work of the employee is to support administrative functions related to the corporate office, then the Ordinance would not apply to that employee.

12. Does the FWWO apply to full-time Employees, part-time Employees, temporary Employees, and/or undocumented workers?

Yes.

13. How does the FWWO apply to mobile workers who may travel in and out of the City?

Regardless of where an Employer is located, the FWWO applies to a covered retail Employee who performs at least two hours of work in a particular week within the City of Los Angeles.

To determine if a workplace or job site lies within the City limits, you may use Neighborhood Info (https://neighborhoodinfo.lacity.gov/). Follow the exact instructions of this website. If an address is located within the boundaries of the

City of Los Angeles and is correctly entered, then the search will locate the address on the map with detailed address information.

The FWWO may not apply to a retail employee who is traveling through the City with no employment related stops. Time spent in the geographic boundaries of the City solely for the purpose of traveling through Los Angeles (from a point of origin outside Los Angeles to a destination outside Los Angeles) with no employment-related or commercial stops in Los Angeles except for refueling or the Employee's personal meals or errands is not covered by the FWWO.

14. Does the FWWO apply to an Employee who works in Los Angeles but is not a City of Los Angeles resident?

The FWWO will apply to an Employee who performs at least two (2) hours of work in a Work Week within the City of Los Angeles for a covered Employer regardless of the Employee's city of residence.

15. If an Employee works in locations both inside and outside of the City of Los Angeles, how does the FWWO apply?

The FWWO will apply to any hours an Employee performs within the City of Los Angeles.

16. If an Employee does not work at a fixed location, will they be covered by this Ordinance?

Yes. Employees do not need to work at a fixed location. However, an Employee will only be covered by the FWWO for any hours worked in the City of Los Angeles.

17. Does this apply to remote workers who live in the City of Los Angeles?

If the primary work of the remote worker supports retail operations, including but not limited to the retail store or warehouse, and the remote worker performs their work within the City of Los Angeles, they are covered by the FWWO.

III. Employers

18. Who is a Covered Employer?

A covered Employer must satisfy **all** of the following criteria:

a. Identifies as a retail business in the North American Industry Classification System (NAICS) under Retail Trade categories 44-45;
b. Has at least 300 employees globally; and
c. Exercises control (directly or indirectly) over the wages, hours or working conditions of any Employee.

19. What is a retail business?

A retail business is any business whose principal North American Industry Classification Systems (NAICS) code is within the retail trade categories and subcategories 44 through 45. If the business has more than one unique line of business and identifies with more than one NAICS code, the OWS will consider the NAICS code that corresponds with the business's principal business activity, which is the activity that the business derives the largest percentage of its total receipts. For additional information see *Regulation #2.1 Determining Whether an Employer is a Retail Business* of the Rules and Regulations.

20. Which employees are counted towards the 300-employee threshold?

The calculation for the number of employees includes all employees that perform work for compensation for an Employer. This includes but is not limited to:

- Employees on a full-time, part-time, temporary, or seasonal basis;
- Employees at all Employer locations regardless if located inside or outside the geographic boundaries of the City of Los Angeles;
- Employees of an Employer's Subsidiary that identifies as a retail business;
- Employees of an Employer who operates a Franchise that identifies as a retail business and whose business size is over 15,000 square feet;
- Executive, administrative, and professional employees exempted from overtime requirements and minimum wage coverage under federal and state law; California Industrial Welfare orders, and local ordinances; and
- Employees who work at a non-retail location such as a corporate office or headquarters.

21. Does the FWWO cover restaurants?

No. The FWWO only covers retail businesses. However, the FWWO may still apply to employees working at retail businesses which also offer food service. For additional information see *Regulation #2.1 Determining Whether an Employer is a Retail Business* of the Rules and Regulations.

22. Does the FWWO apply to an Employer who isn't located in the City of Los Angeles but has an Employee performing work in the City of Los Angeles?

Regardless of where an Employer is located, any Employer that meets the requirements of the FWWO (retail business with at least 300 global employees which exercises control over the wages, hours or working conditions of an Employee) must comply with the FWWO for any time worked by that Employee in the City of Los Angeles.

23. Would the FWWO apply to online retail businesses?

Regardless of where the Employer is located, if the business meets the requirements of an Employer under the FWWO and has Employees who perform

at least two (2) hours of work within the geographic boundaries of the City of Los Angeles, it may be subject to the FWWO. For more information, please refer to *Regulation #1: Determining Who is a Covered Employee* and *Regulation #2: Determining Who is a Covered Employer.*

IV. Good Faith Estimate

24. What information is required with a Good Faith Estimate?

The following are guidelines Employers may follow in providing a Good Faith Estimate to Employees. The estimate should include information such as:

a. The estimated number of hours the Employee will be expected to work each week;
b. The days of the week the Employee can expect to work;
c. The times or Shifts the Employee can expect to work;
d. The location(s) the Employee will be expected to work; and
e. Whether the Employee can expect to work any On-Call Shifts.

The Good Faith Estimate is intended to allow Employees to make a reasonable determination of the days and times they may be scheduled to work in order to plan their lives accordingly.

25. When does a Good Faith Estimate need to be provided to an Employee?

The Good Faith Estimate shall be provided at the time a job offer is made to a new Employee. If a current Employee requests a Good Faith Estimate, the Employer must provide a current estimate within ten (10) calendar days of the Employee's request.

26. Does the Employer have to assign the Employee the hours and Shifts stated in the Good Faith Estimate?

The purpose of the Good Faith Estimate is to indicate the possible times or Shifts that the Employee may be expected to work. The Employee's actual Work Schedules may include all or a subset of the hours indicated in the Estimate.

27. What happens if an Employee's Work Schedule substantially deviates from the Good Faith Estimate?

The Employer must have a documented, legitimate business reason, unknown at the time the Good Faith Estimate was provided to the Employee, to substantiate the deviation. For more information on what constitutes a substantial deviation, refer to *Regulation #3.1: Definition of Substantially Deviate.*

28. Is there a requirement for a new Good Faith Estimate if there are changes to the Employee's Work Schedule?

No. But if actual work hours substantially deviate from the initial estimate, Employers must have a documented legitimate, business reason that was unknown at the time of the estimate to substantiate the deviation.

29. Is there a requirement for acknowledgement or consent on the part of the Employee when provided a new or revised Good Faith Estimate?

Although no acknowledgement or consent from the Employee is required, in the event of an investigation, the burden will be on the Employer to substantiate that the estimate was provided timely to an Employee.

30. Can an Employer offer a term-limited Good Faith Estimate?

If an Employee's Work Schedule will substantially deviate from their Good Faith Estimate for a limited term, the OWS suggests providing the Employee with a term-limited Good Faith Estimate. The term-limited estimate should contain a clear end date. If the Employer does not provide a new Good Faith Estimate upon the expiration of a term-limited Estimate, the OWS will presume the Good Faith Estimate that was most recently given to the Employee prior to the term-limited Estimate is once again active. If there was no prior Good Faith Estimate and no new Estimate is provided, then the term-limited Good Faith Estimate is presumed to continue.

V. Advance Notice of Work Schedules

31. UPDATE - What needs to be provided in a Work Schedule?

The Work Schedule shall be time-stamped with its date and time of posting. It must clearly indicate the start and end dates of the Work Period, the schedule of hours, days, times, and location that an Employee is scheduled to work, including On-Call Shifts.

32. What is the minimum period a Work Schedule should cover?

The Work Schedule must cover at least one Work Week, which is any seven (7) consecutive days, starting with the same calendar day each week.

33. How much notice does an Employer need to provide Employees for Work Schedules?

At least 14 calendar days before the first day of the Work Period.

34. How can Work Schedules be transmitted to Employees?

An Employer may transmit Work Schedules by either posting the Work Schedule in a conspicuous and accessible physical location or transmitting it electronically or in

another manner that would reasonably provide actual notice to Employees. An Employer may transmit Work Schedules for multiple Work Periods.

35. Can an Employer collect Employee consents for Work Schedule changes that span beyond one Shift or Work Period?

If an Employer chooses to collect an Employee consent to Work Schedule changes that spans beyond one Shift or Work Period (e.g. when one Employee agrees to cover additional shifts during an extended vacation or leave for another Employee), the consent period may not exceed one year. In addition, the burden will be on the Employer to provide and retain documentation that the Employee: (i) was aware they had given consent for the extended period, (ii) understood when the consent period started and ended, and (iii) was able to and aware of how to revoke their consent. Such documentation must be retained by the Employer in accordance with the record keeping requirements of this law and *Rules and Regulation #9: Record Retention*.

36. Can the Employer provide Work Schedules that are more than 14 days before the start of the Work Period?

Yes. However, if there are modifications to the Work Schedule before the start of the 14-day notice period, the Employer should repost or re-transmit the updated Schedule.

37. Does the Employer need to repost or re-transmit a new Work Schedule when there is an update to the Schedule within the 14-day notice period?

No. The Employer only needs to provide written notice to an Employee of any Employer-initiated changes to their Work Schedule.

38. Can an Employee request changes to a Work Schedule?

An Employee has a right to request a preference for certain hours, times, or locations of work. The Employer may accept or decline the request. If the Employer denies the request, they must notify the Employee, in writing, of the reason for any denial.

39. Do Self-Scheduling Employees need to be provided 14-days advance notice of their Work Schedule?

No.

VI. Rest Between Shifts

40. Can an Employer schedule an Employee for multiple Shifts on the same work day?

Yes. The Ordinance does not prohibit the Employer from scheduling an Employee for multiple shifts on the same workday. However, an Employer cannot schedule an Employee for Shifts not separated by at least ten (10) hours that span two workdays (i.e., a "clopening" shift), unless the Employee consents in writing and is paid a rest break premium. For further discussion of clopening Shifts, see additional questions in this section.

41. If an Employee works a "clopening" Shift that is separated by less than ten (10) hours, does premium pay apply to all hours of the second Shift or only those not separated by at least ten (10) hours?

Premium pay would apply to all hours in the second Shift. Premium pay shall be equal to 1.5 times the Employee's regular rate of pay.

Example - An Employee agrees to work the 8 PM - 1 AM (6 hours) closing Shift and the 10 AM - 2 PM (4 hours) opening Shift the next day. Since the second Shift begins less than ten (10) hours from the end of the first Shift, the Employee would be due four (4) hours of premium pay for the entire Second Shift.

42. Are there exceptions to the requirement for rest between shifts?

Yes. The intent of the requirement for rest between shifts is to address the inadequate rest that results from working "clopening" shifts. This is when Employees are scheduled to work a closing Shift one workday followed by an opening Shift the next workday. A Split Shift, which refers to certain shifts that occur on the same workday, does not fall within this category, and is not qualified for the rest break premium under the FWWO. Employers should consult the California Labor Code for rules regarding Split Shifts.

VII. Predictability Pay

43. If an Employee is asked to work extra hours where all the hours are paid at an overtime premium, would they still be owed Predictability Pay?

No. If all extra hours worked in a Shift are paid at an overtime premium, the Employee is not owed Predictability Pay for those hours.

44. If an Employee is asked to work extra hours, some of which trigger an overtime premium, would they still be owed Predictability Pay?

Yes. Predictability Pay would be owed if any extra hours do not trigger an overtime premium. Predictability Pay would not be owed if all extra hours triggered an overtime premium or are otherwise exempt under the Ordinance.

Example – An Employee is asked to stay two (2) extra hours after their scheduled Shift. One (1) hour will be paid at the Employee's regular rate of pay and one (1) hour will be paid at an overtime premium. Since not all extra hours worked trigger an overtime premium, the Employee would be owed the hours worked plus Predictability Pay of one (1) hour at the Employee's regular rate of pay.

45. If an overtime premium is paid for an additional Shift, then is Predictability Pay due?

No. For any hours that the Employer pays an overtime premium under California Labor Code Section 510, the Employer does not need to provide Predictability Pay. However, the additional Shift must be the one paid at the overtime premium. For instance, even if an Employee works an additional Shift early in the week (paid at a non-overtime rate) that results in overtime later in the work week, Predictability Pay would still be due for that additional Shift.

46. If an Employee calls out sick and another Employee agrees to work that Shift, are they owed Predictability Pay?

No. If the Employee voluntarily accepts a schedule change initiated by an Employer due to an absence of another scheduled Employee, they are not owed Predictability Pay. The Employer must communicate to the Employee that acceptance of the hours is voluntary and the Employee has a right to decline. The Employer should also inform the Employee that they will not be receiving Predictability Pay for these hours.

47. If an Employer asks all Employees if they would voluntarily leave a Shift early without pay, would Employees who volunteer to leave be due Predictability Pay?

Yes, so long as the Employer reduces their Work Schedules by at least 15 minutes. This would still be considered an Employer-initiated change and Employees would be due Predictability Pay if they voluntarily accept the offer.

48. Is Predictability Pay owed if a location of a Shift of a covered Employee is changed to outside of the City of Los Angeles?

If the Employee accepts this change to their Work Schedule and no other exemptions apply, then they are owed one (1) hour of Predictability Pay for this change.

49. An employee of a covered Employer who only works outside of the City of Los Angeles is assigned an additional Shift at a location inside the City. Would the employee be due Predictability Pay?

No. The employee will not be covered by the FWWO until they work at least two (2) hours within the City boundaries for a covered Employer.

50. Are Self-Scheduling Employees exempt from Predictability Pay?

No. Self-Scheduling Employees may be entitled to Predictability Pay for Employer-initiated changes made less than fourteen (14) days from the start of the Work Period. For any changes a Self-Scheduling Employee makes to their own Work Schedule, Predictability Pay would not be due.

51. Is Predictability Pay owed if the Employee declines an Employer-Initiated change?

No.

52. In the same Work Period, an Employer reduces an Employee's work hours in one Shift and assigns the same number of hours to a Shift later in the week, would the Employee be owed Predictability Pay?

Yes. Predictability Pay is due for each Employer-initiated change to an Employee's Work Schedule that occurs less than fourteen (14) days from the start of the Work Period.

53. Which pay period should an Employee be paid their earned Predictability Pay?

Unless extenuating circumstances exist, Predictability Pay must be paid on the payday corresponding to the pay period in which the schedule change occurred.In the event of extenuating circumstances, an Employer must provide Predictability Pay no later than the payday for the next regular pay period.

54. How is Predictability Pay calculated?

The following table illustrates sample changes to Shifts and the corresponding Predictability Pay that would be owed due to the change. The table addresses common changes that may occur, but not all possible scenarios are included. The table assumes that (i) any changes are Employer-initiated, (ii) the changes are made less than 14 days before the start of the Work Period, (iii) the Employee has consented to the changes, and (iv) none of the other Predictability Pay exemptions apply.

Change to Shift	Predictability Pay (PP) Due	Example
Increase in number of hours due to change in time	1 hour PP at Employee's regular rate of pay	An Employee is scheduled for a Shift from 12 PM - 5 PM (5 hours). The Employee is asked to stay one (1) additional hour, extending their Shift from 12 PM – 6 PM (6 hours).
Increase in number of hours due to change in time + One (1) change to location **OR** date	2 hours PP at Employee's regular rate of pay	An Employee is scheduled for a Shift on Monday from 12 PM - 5 PM (5 hours) at Location A. The Employee is instead asked to work the Monday 12 PM - 8 PM (8 hours) Shift at Location B.
Increase in number of hours due to change in time + Two (2) changes to the location **AND** date	3 hours PP at Employee's regular rate of pay	An Employee is scheduled for a Shift on Monday from 12 PM - 5 PM (5 hours) at Location A. The Employee is asked instead to work the Tuesday 9 AM - 3 PM (6 hours) Shift at Location B.
No change to the number of hours + One (1) change in the time, location, **OR** date	1 hour PP at Employee's regular rate of pay	An Employee is scheduled for a Shift on Monday from 12 PM - 5 PM (5 hours). The Employee is instead asked to work the Monday 9 AM - 2 PM (5 hours) Shift. **OR** An Employee is scheduled for a Shift on Monday from 12 PM - 5 PM (5 hours). The Employee is instead asked to work the Thursday 12 PM - 5 PM Shift (5 hours).
No change to the number of hours + Two (2) changes to time, location, **OR** date	2 hours PP at Employee's regular rate of pay	An Employee is scheduled for a Shift on Monday from 12 PM - 5 PM (5 hours) at Location A. The Employee is instead asked to work the Monday 9 AM - 2 PM (5 hours) Shift at Location B.
No change to the number of hours + Three (3) changes to the time, location, **AND** date	3 hours PP at Employee's regular rate of pay	An Employee is scheduled for a Shift on Monday from 12 PM - 5 PM (5 hours) at Location A. The Employee is asked instead to work the Tuesday 9 AM - 2 PM (5 hours) Shift at Location B.
Decrease in the number of hours due to change in time	Hours decreased at 1/2 Employee's regular rate of pay	An Employee is scheduled for a Shift from 12 PM - 5 PM (5 hours). The Employee is asked to leave at 2 PM, reducing their Shift from 12 PM – 2 PM (2 hours).
Decrease in the number of hours due to change in time + One (1) change to location **OR** date	Hours decreased at 1/2 Employee's regular rate of pay + 1 hours PP at Employee's regular rate of pay	An Employee is scheduled for a Shift on Monday from 12 PM - 5 PM (5 hours) at Location A. The Employee is instead asked to work the Monday 12 PM - 3 PM (3 hours) Shift at Location B.

Decrease in the number of hours due to change in time + Two (2) changes to location **AND** date	Hours decreased at 1/2 Employee's regular rate of pay + 2 hours PP at Employee's regular rate of pay	An Employee is scheduled for a Shift on Monday from 12 PM - 5 PM (5 hours) at Location A. The Employee is asked instead to work the Tuesday 9 AM - 12 PM (5 hours) Shift at Location B.
Not called in for On-Call Shift	Hours of On-Call Shift at 1/2 Employee's regular rate of pay	An Employee is scheduled for an On-Call Shift on Monday from 12 PM - 5 PM (5 hours). The Employee is told on Monday morning not to report for the Shift.
Called in for On-Call Shift but more hours than initially scheduled due to change in time	1 hour PP at Employee's regular rate of pay	An Employee is scheduled for an On-Call Shift on Monday from 12 PM - 5 PM (5 hours). The Employee is told on Monday morning they will be needed for the Monday 12 PM - 8 PM (8 hours) Shift.
Scheduled for an additional Shift	1 hour of PP at Employee's regular rate of pay	An Employee is informed they have been scheduled for an additional Shift one day before the start of the Work Period.
Entire Shift is canceled	Hours decreased at 1/2 Employee's regular rate of pay	An Employee is scheduled for a Shift on Monday 12 PM - 5 PM (5 hours). Their Shift is canceled the night before.

VIII. Additional Work Hours

55. Do Employers need to offer additional hours to all current Employees to cover a Shift where someone called out sick?

No. The process of offering additional work hours is not intended to apply to hours that will be covered by current Employees.

56. Does an Employer need to offer additional hours to all Employees, even if it triggers an overtime premium?

No. An Employer does not need to offer or assign additional hours to Employees if the additional hours would result in the payment of a premium rate under California Labor Code Section 510.

Example – An Employee is normally scheduled for 34 hours each week. An offer of an additional 8-hour Shift on Mondays is made to all Employees and the Employee would like to accept. Although the Shift is early in the week, meaning the Shift would not be paid at an overtime premium, the Employer is not required to assign the Employee the full 8-hour Shift if this would cause the Employee to regularly work hours that trigger an overtime premium. Instead, the Employer can assign the Employee a partial Shift, up to the number of hours that would result in the Employee earning an overtime premium.

57. Does an Employer need to offer additional hours pursuant to LAMC Sec. 185.05 to Employees who have indicated they would like to opt out of receiving solicitations?

No. However, if an Employer chooses to accept an Employee opt-out for an extended period (i.e., beyond one Shift or Work Period), the burden will be on the Employer to provide documentation that the Employee: (i) was aware they had opted out of receiving offers for additional hours for the extended period, (ii) understood when the opt out period started and ended, and (iii) was able to and aware of how to revoke their decision. The period covered may not exceed one year. Such documentation must be retained by the Employer in accordance with the record keeping requirements of this law and *Rules and Regulation #9: Record Retention*.

58. If the Employer is hiring multiple new Employees, does the Employer need to make the offer of additional work hours each time a new Employee is hired?

No. For periods where multiple Employees will be hired, the Employer may make an extended offer of additional hours. The offer should clearly indicate the period it covers and include all hours, Shifts, and the number of roles that the Employer intends to fill.

Additionally, the notice communicating the offer of additional work hours should contain the following information:

1. Shifts or days and times the Employee must be available to work;
2. Length of time the Employer anticipates requiring coverage of the additional hours;
3. Description of the position(s);
4. Required qualifications for the position(s) and that training, if any, will be provided;
5. The process by which Employees may notify the Employer of their acceptance of the offered hours. The acceptance of the offer must be In Writing;
6. Date and time by which the Employee(s) must accept or decline the offer.

The Employer may not fill hours, Shifts, and roles that have not first been offered to current Employees.

IX. Enforcement

59. What are the penalties for violating the FWWO?

The penalties for violating the FWWO are outlined in the Los Angeles Municipal Code Sections 188.07.B.2 and 188.08.B.

60. Are Employers liable for monetary penalties and fines imposed by the City starting April 1?

The FWWO provides a 180-day implementation period, and the City will not impose penalties or fines on Employers for violations during this period. Notwithstanding the above, an Employee or the OWS may bring a potential violation to an Employer's attention and request that they comply with the FWWO, but monetary penalties and fines will not apply to violations that occur before September 28, 2023.

61. Are Employers liable for monetary penalties and fines resulting from a private right of action filed after the law's effective date of April 1?

The intent of the Ordinance was to provide a 180-day grace period during which the City will not assess penalties or fines against Employers for violations that occur. However, the City cannot guarantee how a Court might adjudicate a private civil action during the first 180 days after the Ordinance becomes effective.

62. Will Employers have a chance to cure a possible violation before a complaint is filed with the City?

An Employee who believes a violation has occurred must inform the Employer in writing of the suspected violation, along with supporting documentation. Employers have 15 calendar days from the receipt of this notification to take action to cure any violations.

Employers should cure the alleged violations and provide applicable restitution to Employees or be able to demonstrate they are in the process of curing the alleged violations at the end of the cure period. An example would be a written commitment by the Employer to cure previously overlooked Predictability Pay in an Employee's next paycheck, which may be issued outside the 15-day cure period.

If the Employer has failed to cure the violation within the 15-day cure period, the Employee may file a complaint with the OWS. When filing a complaint, the Employee must submit a copy of the written notice provided to the Employer, and any correspondence between the parties.

63. What are the notice and posting requirements for the FWWO?

a. Every Employer shall post a notice published annually by the OWS informing Employees of their rights under the Ordinance. The notice must be posted in a conspicuous and accessible place at any workplace or job site where an Employee works.
b. Notices must be provided in English and any language spoken by at least five (5) percent of the Employees at the workplace or job site.
c. Every Employer must provide each Employee at the time of hire a copy of the notice.

64. As an Employer, what kind of documentation should I keep?

The FWWO requires that Employers retain all records for both current and former Employees for a period of three (3) years.

For a detailed list of the types of documents that the OWS recommends retaining, please refer to *Regulation #9: Record Retention*.

65. What can I do if I think my rights as an Employee have been violated?

If you believe your rights have been violated, you can file a complaint with the OWS or file a civil lawsuit. However, before taking either action, the following requirements must be met:

1. You must provide written notice to your Employer of the provisions of the Fair Work Week Ordinance alleged to have been violated and the facts to support the alleged violations; and
2. Your Employer does not, within 15 days from receipt of the written Notice to Cure, take action to cure the alleged violations.

A *Notice to Cure Guide* and sample template have been provided on our website to help guide you through this process.

66. What is a Notice to Cure?

The Notice to Cure is a document that outlines the provisions of the FWWO that the Employee alleges the Employer has violated. This document should also contain a statement of facts to support the alleged violations. Employees must provide a Notice to Cure to their Employer before filing a complaint. A *Notice to Cure Guide* and sample template have been provided on our website.

67. Who can file a complaint with the OWS?

An Employee or any other person who alleges a violation of the FWWO may file a complaint with the OWS.

68. As an Employee, do I have a private right of action?

Yes. However, you must comply with the Notice to Cure requirements of the Ordinance before filing a civil lawsuit.

69. What can I do if my Employer retaliates against me because I questioned them about my rights under FWWO?

Retaliation is prohibited under LAMC Sections 185.12 and 188.04. You may report a violation to the OWS.

This document is intended as general information only and does not carry the force of legal opinion. The OWS is providing this information as a public service. This information and related materials are presented to give the public access to information on the Los Angeles Fair Work Week Ordinance. Please be aware that while OWS tries to keep the information timely and accurately, there may be a delay between official publications of the materials and the modification of these pages. Therefore, OWS does not make, express, or imply guarantees. OWS will make every effort to correct errors brought to our attention.

The City of Los Angeles can only advise Employers how to comply with the Los Angeles FWWO. It cannot advise an Employer how to comply with State law. Please contact the California State Labor Commissioner for information on compliance with State law.

City of Los Angeles, Department of Public Works
Bureau of Contract Administration, Office of Wage Standards
Email: wagesla@lacity.org
Phone: 1-844-WAGESLA (924-3752)
Website: http://wagesla.lacity.gov/