

Working paper series

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Playing Out on the Ground?
Experiences of Food Service and Retail Workers
in Three Cities**

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**How are Municipal-Level Fair Workweek Laws Playing Out on the Ground?
Experiences of Food Service and Retail Workers in Three Cities¹**

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WORKING PAPER

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The first municipal-level law regulating employers' scheduling practices was enacted in San Francisco in 2015. A decade later, ten municipalities and one state (Oregon) have passed what are referred to as fair workweek (FWW) laws, with additional municipalities considering adoption. FWW laws target lower-paid jobs in industries, such as retail and food service, in which a large proportion of employees face fluctuating, unpredictable hours over which they have little control. Each law includes a set of provisions that govern when and how employers inform workers of their schedules and make changes to work schedules with the goal of increasing schedule predictability, stability, adequacy, and control.

In this research brief, we investigate FWW laws in three cities. We examine several of the unique provisions of the laws to estimate the extent to which workers' experiences in jobs covered by FWW laws align with legal requirements and whether scheduling practices are different for workers in comparable jobs located in adjacent municipalities without FWW laws. Understanding the extent to which each provision of FWW laws is affecting employees' experiences of their work schedule is an essential step in evaluating the overall effects of FWW laws. If specific provisions are not implemented in practice, then the laws will fall short of policy intentions. Our goal is to provide information helpful for targeting education and enforcement efforts to improve the effectiveness of the laws for improving work schedules in covered jobs.

Our methodology employs on-line surveys of employees working in retail and food service establishments within ("covered") or near ("uncovered") three urban areas that have enacted fair workweek ordinances: Chicago, Seattle, and New York City. Survey respondents are paid participants in panels recruited through Qualtrics and its partners. Survey questions are customized to reflect variations in administrative rules across the three municipalities. Our research adds to other efforts assessing the implementation and potential benefits and drawbacks of FWW laws (e.g., Harknett, Schneider, and Irwin 2021a, b; Gassman-Pines and Ananat 2019; Kwon and Raman 2023; Lambert, Haley, Cho, and Swanson 2022; Petrucci, Loustau, Scott, and Stepick, 2021) by expanding current methodological approaches, knowledge on the implementation of specific provisions of FWW laws, and understanding of how differences in administrative rules across locales matter for workers' experiences of their work schedule.

The laws: core provisions

Fair workweek laws are based on research indicating that multiple aspects of work schedules act in concert to affect employee well-being and economic security (e.g., Cho, Lambert, Ellis and Henly 2024; Henly and Lambert 2005, 2014; Kesavan, Lambert, Williams, and Pendem 2022; Lambert and Fugiel 2023; Lambert, Henly, and Kim 2019; Logan and Schneider 2024; Schneider and Harknett 2020). For example, when variation in work hours is the result of worker control, it is experienced as flexibility whereas when variation is controlled by the employer, it is more likely experienced as instability. Similarly, a consistent schedule of five hours each week may be both stable and predictable, but it may not provide adequate hours and thus income.

Fair workweek laws are coalescing around a core set of provisions intended to increase employees' schedule predictability, stability, adequacy, and control. Table 1 summarizes provisions common across most FWW laws.

Table 1. Provisions Common to Fair Workweek Laws
Good faith estimate <ul style="list-style-type: none"> • Employer to provide employees with an estimate of when they can expect to work each week.
Advance schedule notice <ul style="list-style-type: none"> • Employer to provide employees with a schedule of the days and times they will be required to work by a specified number of days in advance of the workweek.
Access to hours <ul style="list-style-type: none"> • Employer to offer newly available recurring shifts to current employees before hiring new staff.
Right to decline <ul style="list-style-type: none"> • Employees have the right to decline a manager's request to work additional or different hours than on the original schedule without retaliation.
Extra compensation for employer-driven schedule changes <ul style="list-style-type: none"> • Employees are to receive extra compensation when they agree to a manager's request to work additional or different hours.
Partial compensation for employer-driven hour reductions <ul style="list-style-type: none"> • Employees are to receive partial compensation for the hours missed when an employer cancels or shortens shifts on their original schedule.
Right to rest <ul style="list-style-type: none"> • Employees have the right to decline to work closely-spaced shifts and are to receive extra compensation when agreeing to do so.

FWW laws target everyday practices on which managers have long relied to adjust staffing levels to varying business needs (Lambert and Haley 2021). Research on managers' implementation of FWW laws in Seattle and Chicago indicates that implementation of the different provisions has been uneven across both worksites and provisions (Lambert and Haley 2019; Lambert, Haley, Cho, and Swanson 2022). This brief examines the extent to which employees' experiences also vary across worksites and provisions.

Administrative rules: variations by municipality

Although many of the provisions of FWW laws are generally the same across municipality, there is substantial variation in the administrative rules that define compliance with each provision. As shown in Table 2, the rules not only define the end result (for example, how far in advance the schedule is to be distributed) but also the means of implementation (such as how work schedules are to be communicated to employees).

Table 2. Administrative Rules

Provision	What administrative rules specify	What we measure
Good faith estimate	<ul style="list-style-type: none"> • Content of estimate, e.g., days, shifts, # of hours • When required • How should be documented, i.e., in writing • Divergence allowed between estimated and actual work schedule 	<ul style="list-style-type: none"> • Whether estimate provided at time of hiring or within past year • Whether estimate documented in writing • How closely estimated and actual work hours match
Advance schedule notice	<ul style="list-style-type: none"> • How many days in advance of the workweek employees are to receive their work schedule • How schedule should be communicated 	<ul style="list-style-type: none"> • Number of days in advance of the workweek that schedule is posted/sent to employees
Access to hours	<ul style="list-style-type: none"> • How available shifts communicated • How long employer has to wait before hiring new staff 	<ul style="list-style-type: none"> • Whether new employees hired in past 3 months • Whether current employees were offered available hours before hiring new staff
Right to rest	<ul style="list-style-type: none"> • Length of time between two shifts that defines a closely-spaced shift • How voluntary agreement defined • Amount of extra compensation • Documentation required 	<ul style="list-style-type: none"> • Whether worked a closely-spaced shift in the past 3 months, as defined by the municipality, i.e., 10 to 11 hours spacing • Whether asked if agree to work the shift⁺ • Whether paid extra for working closely-spaced shift⁺ • Whether shift documented for firm⁺
Employer-driven schedule changes that result in same or additional hours	<ul style="list-style-type: none"> • Types of schedule additions/changes subject to FWW regulation, i.e., employer-driven shift extensions, additional hours, moved shifts • How voluntary agreement defined • Conditions requiring extra compensation • Amount of extra compensation • Documentation required, e.g., whether agreement documented before schedule changed 	<ul style="list-style-type: none"> • Whether experienced shift extension, additional/changed shifts in past 3 months • Whether extension/change was employer driven⁺ • Whether asked if agree to change before change was made⁺ • How far in advance change was made⁺ • Whether received extra compensation as required by prevailing law⁺ • Whether agreement to extension/change was documented before change was made⁺
Employer-driven schedule changes that result in reduced hours	<ul style="list-style-type: none"> • Type of hour reductions subject to FWW regulation, i.e., cancelled on-call and regular shifts, shortened shifts • Conditions requiring compensation, e.g., how far in advance shift reduced/cancelled • Amount of compensation • Documentation required 	<ul style="list-style-type: none"> • Whether experienced shortened shift, cancelled regular or on-call shift in past 3 months • Whether hours reduction was employer driven⁺ • How far in advance reduction/cancellation was made⁺ • Whether received partial compensation for hours lost as required by prevailing law⁺ • Whether reduction/cancellation documented for firm⁺

⁺ The last time this happened...

Variations in the administrative rules defining legal compliance with FWW laws in Chicago, Seattle, and NYC are both nuanced and stark. Table A1 in the appendix summarizes key differences and similarities in administrative rules for each provision for the three municipalities in our study, with NYC broken out for retail and fast food given different regulations by industry in that municipality. On the nuanced end, Chicago and Seattle both define a closely-spaced shift as less than 10 hours apart whereas the NYC fast-food law defines it as less than 11 hours. On the stark end, the NYC FWW retail ordinance requires employers to provide only 72 hours' advance notice of schedules whereas Chicago, Seattle, and NYC fast-food laws require 14 days' advance notice. All municipalities include unique rules that outline the conditions under which employers are not required to pay employees extra for schedule changes. For example, Seattle does not require extra payment when employees volunteer to work in response to a mass message to employees, if the hours became available due to another employee calling off work. Chicago does not require additional payment for changes not leading to the loss of hours if there is 'mutual agreement' between employer and employee for the change, which must be documented in writing before the change is enacted. The NYC retail FWW law does not require extra payment to workers for any employer-driven scheduling change; instead, on-call shifts and hour reductions within 72 hours are banned. The NYC fast-food FWW law allows the fewest exceptions: whether an employer requests or requires additional or changed hours, the employee should be paid extra, regardless of how the change is communicated or whether the employee desires the change.

Covered employers: variations by municipality

Municipalities with FWW laws vary in the industries covered and in the size and type of employers (for example, independent business versus chain) that are covered. All municipalities with FWW laws cover jobs in retail and food service establishments, but the criteria defining employer and employee coverage vary across cities (see Table A1 in appendix). For example, among the three cities that we study, the laws in Chicago and Seattle cover worksites that are part of large retail chains (Seattle, 500 plus employees worldwide; Chicago, 100 plus employees nationwide), regardless of how many employees work at a specific location within the city. The NYC fair workweek retail law, on the other hand, covers all retailers that employ 20 or more employees within city boundaries. The laws in all three municipalities cover fast food establishments and coffee shops. Whereas Chicago and Seattle also cover full-service restaurants (if they meet additional size criteria), coverage in NYC does not extend to full-service restaurants. Differences in the criteria defining coverage mean that workers in comparable jobs (baristas, for example) within the same city may or may not be covered based on the size of the company and its ownership structure.

Our approach to evaluating FWW laws

The complexities of the laws and variations across municipalities pose substantial challenges to evaluating the potential impact of FWW laws on employees' experiences of their work schedule. Below we summarize the challenges for researchers and how we have tried to address them with our methodology:

- Creating comparison groups based on location of worksite. To gauge whether the law is making a difference to workers, workers in covered and uncovered jobs need to be compared. This could involve comparisons of workers before and after implementation of the law, but for studies like ours that are estimating potential impacts after implementation without pre-law data, the only strategy is to compare workers in similar industries/employers/jobs who are employed in municipalities that are either covered or uncovered by FWW laws. Because the boundaries defining a covered municipality from uncovered adjacent areas can be blurry and misunderstood by workers, survey respondents'

reports of whether their worksite is within or outside city boundaries, and coverage, are subject to inaccuracies.

Our approach: We embedded a Google Maps feature in the survey to improve the accuracy of respondent reports of their work location. Respondents were asked to locate their exact worksite on the map. The geo-location was then used to place the worksite within or outside of coverage by the prevailing FWW law. We asked additional questions about the workplace (e.g., name of business, name of neighborhood) to further assist our identification of its location. We then triangulated this information to locate respondents' worksites within or outside the targeted municipalities.

Identifying and recruiting workers in covered industries, employers, and jobs. Coverage under the laws vary across municipality in terms of the industries (food service, retail, in some locations hospitality, and in Chicago only, warehousing, manufacturing, and healthcare), types of employers (chains, franchises, and/or independent businesses), and jobs (hourly paid only or salary too; customer-facing only or all workers at a covered worksite). Because there is not a list of covered workers to sample from, researchers need to recruit potentially appropriate workers and then screen the pool.

Our approach: We narrowed our focus to two industries that are covered in all three municipalities: food service and brick-and-mortar retail. We developed questions to screen out respondents in jobs not covered by prevailing FWW laws in each city, e.g., small employers in Chicago and Seattle; full-service restaurants in NYC. We then vetted cases that passed the initial screening based on the name of the business and whether it was a chain or had multiple locations that likely met size requirements.

- Multiple provisions of FWW laws. FWW laws may be affecting some aspects of work schedules more than others. For example, the Shift Project finds that advance notice has increased under FWW laws but not access to hours (Harknett, Schneider, and Irwin 2021a). Variations in the implementation of different provisions may help explain patterns in workers' experiences of their schedules and in the effects of the laws on worker well-being.

Our approach: We developed a set of questions for each of the key provisions in FWW laws summarized in Table 1. Some of the provisions are universal, such as advance notice and a good faith estimate, but others target types of specific schedule changes, for example, premium pay and the right to decline changes. The questions enable us to narrow the sample to workers who have experienced a schedule change that should be treated under the law, specifically, one that is employer-driven and occurs within specified time limits (less than two weeks [or 72 hours] in advance). We then ask respondents with qualifying experiences about the voluntary nature of the change, whether the change was documented as required by the law, and whether the respondent received the required premium, as defined by their municipality's administrative rules.

- Variations in administrative rules across municipalities. The specific rules defining compliance with each provision varies by municipality. For example, not all schedule changes require extra payment and those that do are not the same across municipalities. A challenge for evaluation is to design instruments that accurately capture the scheduling circumstances that are subject to regulation.

Our approach: We customized measures of compliance according to the administrative rules in each municipality. For example, NYC's FWW retail law only requires 72 hours' advance notice,

but the other locations in our study require 14 days' notice. Also, Seattle's law does not require premium pay for shift extensions when workers volunteer to stay later following a manager request to multiple employees to stay beyond their scheduled end time. To the extent possible, we take these municipality-level differences into account when estimating compliance with the provision.

- Errors in identifying covered workers and worksites. Self-reported information on job, industry, and worksite location is subject to reporting bias. The greater the inaccuracies of employee self-reports, the less valid the conclusions drawn about the effects of FWW laws. The laws are complex, and workers may not have sufficient knowledge of their employer to provide accurate information. On the one hand, including cases that do not clearly meet screening and targeting criteria may reduce the reliability of our estimates of the effects of the law; on the other hand, only including cases that clearly meet all requirements may screen out relevant workers and introduce additional biases.

Our approach: Based on our assessment of the accuracy of provider responses to questions about worksite location, industry, and job type, our research team assigned confidence ratings to each case and used them as covariates in multivariate analyses. Confidence ratings were assigned based on the consistency of responses across multiple survey questions including whether the geo-location that the respondent selected on the map matches (1) the self-reported location of the workplace and (2) the self-reported employer name; and whether the self-reported employer name matches the self-reported employer type. We also assigned a separate data quality rating based on any concerns about consistency and accuracy of responses to other items throughout the survey. The confidence and data quality variables were created only with cases that met initial screening and quality criteria. Cases that did not meet these baseline screening and quality standards were removed from the dataset.³

Methods

Sample

The data analyzed for this brief come from on-line surveys of 1,781 retail and food service workers in Chicago, Seattle, and NYC who are part of survey panels recruited and paid through Qualtrics and its partners. The sample for the current analyses includes all respondents who met basic screening and quality criteria and work in a job targeted by the prevailing FWW law at a worksite located either in a covered municipality or targeted adjacent area. Table 3 provides basic information on the demographics of the sample used in the analyses below.

Table 3: Overview of Sample			
	Full Sample (N=1,781)	Not Covered (N=625)	Covered (N=1,156)
Covered by FWW law	64.9	-	-
Chicago	41.8	37.9	62.1
Seattle	23.2	45.3	54.7

³ The survey began with a series of questions that screened out potential respondents who did not work in a targeted job or within our targeted locations, either in the covered municipality or in the adjacent areas we chose for comparison. Qualtrics also screened out cases based on completion speed, *straight-lining*, and other markers of low quality responses. Qualtrics, the University of Chicago Survey Center, and our research team conducted tests to screen out surveys completed by bots, e.g., similar IP addresses, identical misspellings.

NYC	35.0	25.0	75.0
Food Service	34.4	33.6	34.9
Retail	65.6	66.4	65.1
Women	51.9	55.0	50.3
White, Non-Hispanic	34.8	37.0	33.6
Black, Non-Hispanic	33.0	27.8	35.8
Hispanic or Latino	20.7	19.8	21.1

Analysis

We begin by estimating the proportion of workers in jobs covered by FWW laws whose experiences align with the different provisions in the laws, e.g., receive their work schedule two weeks in advance. To do this, we narrow our sample to respondents working within the three covered municipalities.

To estimate the impact of the law in shaping employees' experiences, we compare the experiences of employees working in comparable jobs at covered (within municipality) and uncovered (outside municipality) worksites. In estimating policy effects, we report results from bivariate analyses unadjusted for possible confounding factors as well as from multivariate analyses that adjust for several characteristics of respondents that may be associated with where they work and how they are scheduled. For example, employees with young children may be more likely than childless workers to live in uncovered suburban areas and less likely to be asked by a manager if they can accommodate a change to their schedule. Black employees may be more likely than white employees to work within covered urban centers but less likely to be asked by a manager if they can accommodate a change.

In this brief, we present results from two multivariate models: the *Policy Model* which includes three variables: 1- inside (covered) v. outside (uncovered); 2- locale (NYC, Seattle, Chicago); and 3- sector (retail v. food) and the *Full Model* which includes several characteristics of workers plus two variables capturing confidence in location and job information, as described above.⁴ We report Odds Ratios from both of these multivariate models. Together with the bivariate results, our aim is to provide a range of estimates of potential policy effects.

Findings: Employees' Experiences under Fair Workweek Ordinances

For each provision, we report the proportion of workers in covered jobs with experiences consistent with the prevailing law. We then estimate the impact of the law by comparing their experiences to those of respondents working in comparable jobs in uncovered worksites located outside municipalities with FWW laws. We discuss the unadjusted bivariate results for all provisions. We present estimates of policy effects from the multivariate models for those provisions that show statistically significant differences between employees in covered and uncovered worksites. Table 4 summarizes the main findings.

⁴ The Policy Model controls for Coverage (inside/outside); Industry (retail/food service); Region (Chicago, Seattle, NYC). The Full Model controls for Coverage; Industry; Region; Gender (female/male); Age and age²; Education level (HS or less, some college, Bachelor's or higher); Enrolled in school; More than one job; Race/ethnicity (Black non-Hispanic, Hispanic, White non-Hispanic, other); Household size (1, 2, 3, 4 plus); Child under 6; Full-time status; job tenure (<1 year, 1-3, 3-5, 5 plus years); Paid hourly; Confidence in location; Confidence in job.

Provision: Good Faith Estimate

Our evidence suggests that although the majority of workers in covered worksites report receiving a written estimate of their work schedule, FWW laws are not having a significant policy effect as the odds of receipt are similar for workers at covered and uncovered worksites.

Covered employees' experiences

- The majority of workers in jobs at covered worksites (62.5%) report receiving an estimate of their schedule in writing, as required by the laws.
- Just under one half of workers at covered worksites (46.5%) report having a “very similar fit” between their estimated and actual schedule.

Estimate of policy effect

- Like workers at covered worksites (62.5%), the majority of workers employed at uncovered worksites (58.9%) also report receiving a written estimate of their work schedule (difference is not significant-ns).
- In the bivariate analysis, the proportion of workers reporting a “very similar” fit among those working in covered (46.5%) and uncovered (41.8%) worksites is not significantly different.
- In the multivariate analysis, the odds of experiencing a “very similar” fit between estimated and actual hours are higher among workers in covered versus uncovered worksites, but the differences are marginally significant at best. Specifically, the odds of experiencing a strong fit range from 27% higher in our basic Policy Model that controls for city and sector (OR=1.27, $p<0.10$) to 20% higher in our Full Model that also controls for worker characteristics and case confidence (OR=1.20, ns).
- Overall, regardless of whether or not covered by a FWW law, workers are more likely to report a “very similar” fit if they received their schedule in writing versus just verbally (52.1% vs 28.3%, $p<0.01$; not in table), suggesting that requiring an estimate in writing makes a difference to workers' schedules.

Provision: Advance Notice

Our evidence suggests that, on average, about half of workers at covered worksites are receiving the length of advance notice required by the FWW ordinance in their city and that FWW laws are having a significant policy effect on advance notice as the likelihood of receiving the schedule within the timeframe defined by the local FWW law is significantly higher among workers at covered than uncovered worksites.⁵

Covered employees' experiences

- On average, just over half of the workers (54.2%) at worksites covered by FWW laws in the three cities report that they are provided with their work schedule with the length of notice required by the law in their city, either at least 14 days in advance of the workweek or at least 72 hours in advance for New York City retail.

⁵ These results are from analyses of the sample that combines workers from all three cities. Compliance with Advance Notice requirements varies across municipalities. Only in Seattle do the majority of covered workers report two-weeks advance notice, as detailed in “Variations by Municipality and Sector” below.

Estimate of policy effect

- A significantly larger proportion of workers in covered (54.2%) than uncovered (42.0%) worksites report that they receive their schedule within the timeframe of the local law ($p < 0.01$).
- The odds of receiving a schedule two weeks (or 72 hours) in advance for workers in covered versus uncovered worksites range from 46% higher in our basic Policy Model that controls for city and sector ($OR = 1.46$, $p < 0.01$) to 26% higher in our Full Model that also controls for worker characteristics and case confidence ($OR = 1.26$, $p < 0.10$).

Provision: Access to Hours

Our evidence suggests that the majority of covered employees is offered hours before new staff are hired, as required by FWW laws; however, there is no evidence of a significant policy effect as the likelihood of access to hours is similar for workers at covered and uncovered worksites.

Covered employees' experiences

- The majority of workers at covered (55.8%) worksites that recently hired new workers report that current employees were offered the available hours before new staff were hired.

Estimate of policy effect

- Like workers at covered worksites (55.8%), the majority of workers at uncovered worksites (51.9%, ns) also report that current employees were offered hours before new staff were hired.
- A smaller proportion of workers at covered worksites as compared to uncovered worksites report that their employer had hired new employees in the past three months (56.7% vs 65.3% respectively, $p < 0.01$; not in table). It is possible that differences in turnover or business trends affecting labor demand may shape employee perceptions of this provision, contributing to the nonsignificant result.

Provision: Right to Rest (closely-spaced shifts)

Our evidence suggests that the majority of workers at covered worksites who work a closely-spaced shift is paid extra and asked if they agree to work the shift. Moreover, we estimate that FWW laws are having a significant policy effect by increasing the likelihood that workers receive extra pay when they work a closely-spaced shift.

Covered employees' experiences

- The majority of workers at covered worksites who worked a closely-spaced shift said they were paid extra for the shift (63.1%), they were asked if they would be willing to work the shift (59.8%), and their agreement was documented in company records (52.8%).

Estimate of policy effect

- Our findings indicate a significant effect of FWW ordinances on extra payment for working closely-spaced shifts, but there is not a significant difference between workers at covered and uncovered worksites on the practices of asking for prior agreement or documenting agreement.
- Almost two-thirds (63.1%) of workers at a covered worksite were paid extra when they worked a closely-spaced shift compared to half (50.2%, $p < 0.01$) of their counterparts at an uncovered worksite.

- The odds of receiving extra payment among workers working a closely-spaced shift at covered versus uncovered worksites range from 63% higher in our basic Policy Model that controls for city and sector (OR=1.63, $p<0.01$) to 40% higher in our Full Model that also controls for worker characteristics and case confidence (OR=1.40, $p<0.10$).
- A similar percentage of workers at covered (59.8%) and uncovered (56.8%, ns) worksites were asked by their employer about their willingness to work a closely-spaced shift and agreements to work these shifts were equally likely to be documented (52.8% vs 51.1%, ns) for company records.

Provisions: Employer-driven Schedule Changes that Result in Additional or the Same Number of Hours

FWW ordinances include provisions that cover different kinds of employer-driven schedule changes. Some provisions are concerned with changes that result in additional or the same number of weekly hours. These include (1) *manager-driven shift extensions* when a worker is asked or required to stay at least 15 minutes beyond their scheduled end time, an adjustment commonly made during the work shift, and (2) *manager-driven hour additions or changes* when a worker is asked or required to work additional hours that were not on the original schedule or when a shift has been moved from one day or time to another without losing hours.

***Shift extensions:** Our evidence suggests that the majority of workers at covered worksites who experience a shift extension is paid extra and asked if they agree to stay beyond their scheduled end time. Moreover, FWW laws are increasing the likelihood that workers receive extra pay when they experience a manager-driven shift extension and that the change is documented prior to the extension occurring.*

Covered employees' experiences

- The majority of workers at covered worksites who experienced a manager-driven shift extension in the past three months report that they were paid extra for staying (59.1%) and were asked if they would be willing to stay (72.9%).⁶
- Less than half (37.7%) of workers at covered worksites report that their agreement to stay beyond their scheduled end time was documented before they extended their shift.

Estimate of policy effect

- The proportion of workers (59.1%) at covered worksites compensated for shift extensions is significantly greater than among their counterparts at uncovered worksites (41.2%, $p<0.01$).
- Our estimates of the odds of receiving extra payment among workers staying beyond their scheduled end time (at the request of a manager) at covered versus uncovered worksites range from over two times higher in our basic Policy Model that controls for city and sector (OR=2.06,

⁶ We define shift extensions for these analyses as manager-driven extensions that either occur during the shift or before the shift but with less than 24 hours' notice. This enables us to differentiate last-minute extensions from changes to the published schedule with greater lead time. Seattle and Chicago laws include different rules for extensions versus shift additions and changes. These details are reflected in the targeting of our analytic samples, e.g., in Seattle, workers who volunteer to extend their shift following a request to multiple workers need not be paid a premium and thus we exclude these cases in our analyses of compensation. Note that the majority of the extensions we observed (e.g., 67.5% of those for covered workers and 71.5% of those for uncovered workers, ns) occurred either during the shift or with less than 24 hours' notice.

p<0.01) to 74% higher in our Full Model that also controls for worker characteristics and case confidence OR=1.74, p<0.01).

- Although a similar percentage of workers at covered (72.9%) and uncovered (67.5%, ns) worksites report that they were asked about their willingness to stay beyond their scheduled end time, a larger proportion of workers at covered (37.7%) than uncovered (30.4%, p<0.10) worksites report that their agreement to stay was documented before their shift was extended, as required by the prevailing laws.
- Our estimates of the odds that agreement to stay beyond the scheduled end time was documented before an extension occurred at covered versus uncovered worksites range from over 39% higher in our basic Policy Model that controls for city and sector (OR=1.39, p<0.10) to 6% higher in our Full Model that also controls for worker characteristics and case confidence (OR=1.06, ns).

Hour additions or changes: Our evidence suggests that the majority of workers at covered worksites who experienced a manager-driven schedule change received extra payment for the change and were asked if they agreed to the change before it was made. Moreover, FWW ordinances are increasing the likelihood that workers receive extra payment for manager-driven schedule changes that result in additional or the same number of hours as on the original schedule and on the likelihood that the change was documented prior to occurring.

Covered employees' experiences

- The majority (60.0%) of workers at covered worksites who experienced a manager-driven schedule change that resulted in additional or the same number of hours report being paid extra for the change.
- The majority (63.8%) of workers who experienced a manager-driven schedule change report that they were asked if they agreed to the change, but less than half (47.3%) report that their agreement was documented *before* the change was made to their schedule.

Estimate of policy effect

- The proportion of workers at covered worksites (60.0%) compensated for shift changes is greater than among their counterparts at uncovered worksites (37.8%, p<0.01).
- Our estimates of the odds of receiving extra payment among workers who experienced a manager-driven schedule change at covered versus uncovered worksites range from over two and a half times higher in our basic Policy Model that controls for city and sector (OR=2.61, p<0.01) to 91% higher in our Full Model that also controls for worker characteristics and case confidence (OR=1.91, p<0.01).
- Although a similar percentage of workers at covered (63.8%) and uncovered (63.3%, ns) worksites report that they were asked about their willingness to work additional or different hours, a larger proportion of workers at covered (47.3%) than uncovered (32.8%, p<0.01) worksites report that their agreement to the change was documented before the change was made (p<0.01).
- Our estimates of the odds that agreement to work additional or different hours was documented before the change occurred at covered versus uncovered worksites range from over 85% higher in our basic Policy Model that controls for city and sector (OR=1.85, p<0.01) to 29% higher in our Full Model that also controls for worker characteristics and case confidence (OR=1.29, ns).

Provisions: Employer-driven Schedule Changes that Result in Reduced Hours

FWW ordinances also regulate employer-driven changes that result in employees working fewer hours than on the original schedule. These include (1) *manager-driven shift cancellations* when the employer cancels a regular or on-call shift on the original schedule and (2) *manager-driven shortened hours* when employees are asked or required to leave work before their scheduled end time during the work shift.

Cancelled regular or on-call shifts: Our evidence suggests that the majority of workers at covered worksites report that they received some compensation when their shift was cancelled, although we do not find evidence that FWW laws are increasing the likelihood that workers are compensated for hours lost when their manager cancels a regular or on-call shift on the original schedule.

Covered employees' experiences

- The majority of workers at covered worksites who had a regular (71.9%) or on-call (63.6%) shift cancelled by management report receiving some compensation for lost hours.
- The majority (66.5%) of employees at covered worksites who report that a manager cancelled a regular shift report that the cancellation was documented in firm records; a somewhat smaller proportion (47.2%) of employees at covered worksites who experienced a cancelled on-call shift report that the cancellation was documented.

Estimate of policy effect

- Although the proportion of workers being compensated for cancelled shifts was higher among workers at covered (71.9% regular; 63.6% on-call) than uncovered (69.9% regular; 57.1% on-call) worksites, the differences are not statistically significant.
- Shift cancellations were documented at similar rates for workers at covered and uncovered worksites for both cancelled regular shifts (66.5% vs 63.5%, ns) and cancelled on-call shifts (47.2% vs 52.8%, ns).

Shortened shifts: Only a minority of workers at covered worksites report that they received partial compensation for lost hours when their manager requested or required them to leave work before their scheduled end time. There is no evidence that FWW laws are increasing the likelihood that workers are compensated for hours lost when they are sent home early from work.

Covered employees' experiences

- Less than a third (32.2%) of employees at covered worksites who were asked or required to leave work early report that they were partially compensated for the remaining hours, as required by their municipality's law.
- The majority (63.3%) of employees at covered worksites report that a manager-driven early departure was documented in firm records.

Estimate of policy effect

- Like workers at covered (32.2%) worksites, less than a third of workers in uncovered (31.0%, ns) worksites who were asked or required to leave work early report that they were compensated for lost hours.
- The majority of workers at both covered (63.3%) and uncovered (56.6%) worksites report that their leaving work early was documented in firm records (ns).

Table 4. Combined Municipality Results					
		Descriptive Comparisons		Odds Ratios w/controls	
Provision		Inside/ covered % (n)	Outside/ uncovered % (n)	Policy model OR (se)	Full model OR (se)
Good Faith Estimate [@]					
	Provided in writing	62.5 (808)	58.9 (508)	1.18 (0.14)	1.11 (0.14)
	“Very similar” fit between estimated and actual schedule	46.5 (716)	41.8 (447)	1.27 (0.16) ⁺	1.20 (0.16)
Advance Notice					
	Provided notice consistent with law	54.2 (1154)	42.0 (624)**	1.46 (0.16)**	1.26 (0.15) ⁺
Access to Hours [@]					
	Current employees offered hours before new staff hired	55.8 (378)	51.9 (241)	1.17 (0.20)	1.03 (0.19)
Right to rest [@]					
	Paid extra for working shift	63.1 (407)	50.2 (227)**	1.63 (0.28)**	1.40 (0.26) ⁺
	Asked if agree to work closely-spaced shift	59.8 (415)	56.8 (213)	1.14 (0.20)	1.00 (0.18)
	Agreement documented	52.8 (375)	51.1 (188)	1.06 (0.19)	0.94 (0.75)
Employer-driven schedule changes that result in same or additional hours					
Shift extensions					
	Received extra compensation as required consistent with law [@]	59.1 (372)	41.2 (226)**	2.06 (0.36)**	1.74 (0.33)**
	Asked if agree to stay	72.9 (439)	67.5 (212)	1.24 (0.23)	1.29 (0.26)
	Agreement documented before change made	37.7 (395)	30.4 (184) ⁺	1.39 (0.27) ⁺	1.06 (0.26)

		Descriptive Comparisons		Odds Ratios w/controls	
Provision		Inside/ covered % (n)	Outside/ uncovered % (n)	Policy model OR (se)	Full model OR (se)
Hour add/changes					
	Received extra compensation consistent with law [@]	60.0 (200)	37.8 (111)**	2.61 (0.65)**	1.91 (0.59)*
	Asked if agree to change	63.8 (276)	63.3 (139)	1.04 (0.23)	0.92 (0.23)
	Agreement documented before change made	47.3 (262)	32.8 (128)**	1.85 (0.42)**	1.29 (0.35)
Employer-driven schedule changes that result in reduced hours					
Cancelled regular shift					
	Received compensation consistent with law [@]	71.9 (235)	69.9 (133)	1.00 (0.24)	0.69 (0.20)
	Reduction documented for firm records	66.5 (275)	63.5 (137)	1.10 (0.25)	0.94 (0.23)
Cancelled on-call shift					
	Received compensation consistent with law [@]	63.6 (44)	57.1 (35)	1.27 (0.61)	1.47 (0.97)
	Reduction documented for firm records	47.2 (53)	52.8 (36)	0.88 (0.49)	0.91 (0.60)
Shortened shift					
	Received compensation consistent with law [@]	32.2 (230)	31.0 (145)	1.06 (0.25)	0.88 (0.23)
	Reduction documented for firm records	63.3 (221)	56.6 (129)	1.50 (0.32) ⁺	1.34 (0.32)

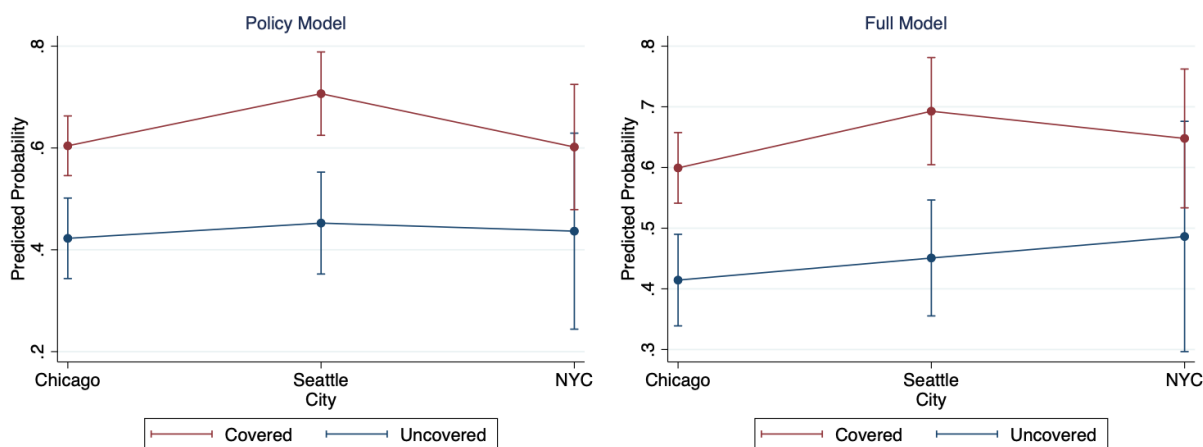
[@] NYC retail not included in analysis because the NYC FWW retail law does not have this provision.
Significance levels: **p≤0.01; *p≤0.05; +p≤0.10

Variations by Municipality and Sector

The general patterns reported above from analyses that combine workers from all three cities largely hold for each of the individual municipalities and in retail and food service, although the exact percentage of workers who report experiences consistent with FWW provisions varies somewhat by municipality and sector. Compliance with Advance Notice requirements is the one exception.

Similar differences between workers in covered and uncovered worksites in the three municipalities add up to the significant policy effects observed when analyzing the combined sample, even when differences between workers in covered and uncovered worksites are not statistically significant within the smaller subsamples from the individual municipalities.⁷ For example, as shown in Figure 1, the three municipalities report different levels of premium pay for employer-driven schedule changes that result in the same or additional hours. However, in all three, the probability of premium pay is higher in covered than uncovered worksites. Although the difference between workers in covered and uncovered worksites in the receipt of premium pay is not statistically significant in the NYC subsample, the average gap in NYC between workers in covered and uncovered worksites is similar to the average gaps in Chicago and Seattle, all contributing to the significant policy effect for premium pay observed for the combined sample.

Figure 1: Predicted Probability of Premium Pay for Combined Shift Extensions and Hour Additions/Changes by City and Coverage

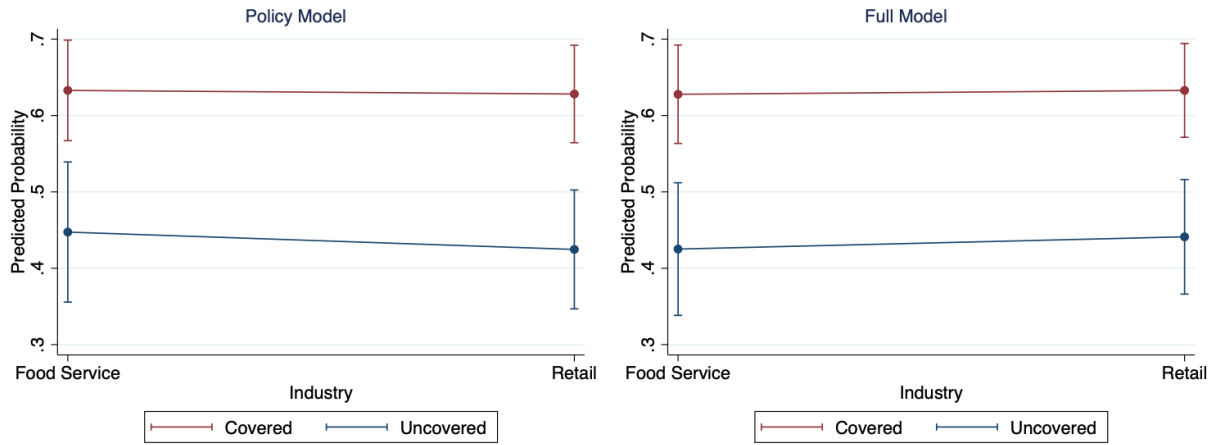


Note: NYC retail not included because the law does not require premium pay. Error bars represent 95% confidence intervals.

Similarly, comparable policy effects for premium pay are found in both the retail and food service sectors. As shown in Figure 2, rates of receiving premium pay for employer-driven hour additions or changes are significantly higher among workers at covered than uncovered worksites in both retail and food service.

⁷ See Table A2 in the Appendix for descriptive statistics for each municipality.

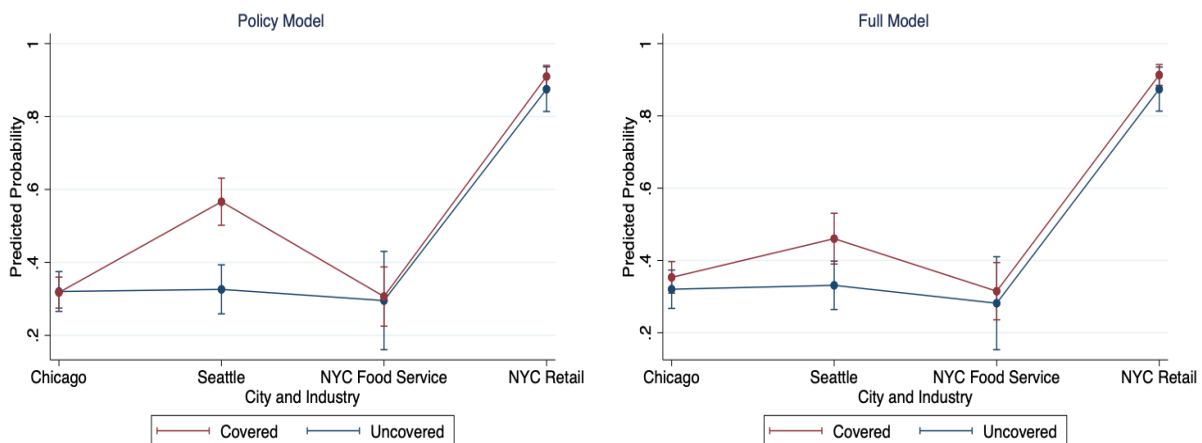
Figure 2: Predicted Probability of Premium Pay for Combined Shift Extensions and Hour Additions/Changes by Industry and Coverage



Note: NYC retail not included because the law does not require premium pay. Error bars represent 95% confidence intervals.

Advance Notice is an exception to consistency across cities and sectors. FWW laws require 14 days' advance notice in Chicago and Seattle and in NYC for fast food workers. Only 72 hours' notice is required for retail workers in NYC. Analyses at the municipal level suggest a policy effect for Advance Notice in Seattle only; the gap between covered and uncovered workers is more than 20% in Seattle ($p < 0.01$) but less than 5% in the other municipalities (ns; see Table A2 in Appendix). In addition, only in Seattle do more than half (56.6%) of covered workers report that they receive their work schedule at least two weeks in advance of the workweek (31.7% Chicago; 30.6% NYC fast food). Thus, for the provision of advance notice, the experiences of respondents from the Seattle area are driving the overall policy effect in our study. Figure 3 summarizes compliance with Advance Notice requirements across municipalities and for NYC fast food and retail separately.

Figure 3: Predicted Probability of Compliance with Advance Notice Requirements



Note: 72 hours' notice for NYC retail, 2 weeks' notice for all others. Error bars represent 95% confidence intervals.

The results for Advance Notice demonstrate the importance of administrative rules in shaping workers' experiences of their work schedules. The high compliance rate for NYC retail reflects the more modest standards set for NYC retail employers. Fully 91% of retail workers in our sample covered by NYC's FWW retail law report that they received their work schedule at least 72 hours in advance of their work shift, indicating high compliance with this legal requirement (see Table A2 in Appendix). A comparable proportion (87.5%) of retail workers in uncovered adjacent worksites also report that they received 72-hours' notice, however, suggesting that high levels of compliance simply reflect business-as-usual practices. Moreover, subsequent analysis reveals that NYC retail workers do not receive substantially more notice than that required by the law. Only 31 percent of covered retail workers in NYC report two weeks' notice. In contrast, fully 71 percent of retail workers in Seattle report two weeks' notice (not in table), supporting both the utility and feasibility of laws that require two weeks' notice for retail workers.

Employee Knowledge of Fair Workweek Laws

[Break-out Text Box]

Labor laws in the United States typically rely on *complaint-driven enforcement*; that is, employer practices are investigated only in response to an employee report of a violation. Thus, employees' knowledge of the law is a necessary prerequisite to labor standards enforcement. In the survey, we asked employees about their knowledge of key provisions of fair workweek (FWW) laws. The specific questions we asked are summarized in the accompanying table.

Survey Items on Employee Knowledge	
<i>As far as you know, is your [retail, food service] job covered by laws that require your employer to:</i> ¹	
a.	<i>Provide you with a consistent work schedule week-to-week.</i>
b.	<i>Provide you with a work schedule at least two weeks in advance.</i>
c.	<i>Provide extra pay when a manager adds or changes your shifts.</i>
d.	<i>Pay you when a manager cancels or shortens your shift at the last minute.</i>
e.	<i>Ask you whether or not you agree to a change to your work schedule ahead of that change</i>
¹ Response options: Yes, No, Unsure	

Among employees whose jobs are covered by all five provisions of FWW laws⁸ (N=812), 88.9% reported that their job was covered by one or more of the FWW provisions that we asked about.

Employee knowledge of FWW laws varies across provisions. Employees at covered worksites were most knowledgeable about the provision requiring consistent work schedules (the Good Faith Estimate; 69.4%), followed by advance schedule notice (65.3%). Including NYC retail sector workers, 63.8% of covered employees reported knowledge of the requirement that employees have to provide consent before a manager adds or changes their hours. Knowledge was relatively lower for provisions related to special compensation for manager-driven schedule changes, although about half of covered employees reported awareness of these provisions. Specifically, 56.8% of covered employees reported knowledge of the provision requiring extra compensation for extended or added shifts, and 49.9% reported knowledge of partial compensation for shortened or canceled shifts.⁹

Employees' knowledge of FWW laws also varies across municipalities, potentially reflecting the fact that the laws had been in operation for different durations of time in each city. The radar chart in Figure 4 displays the percentage of covered employees who are knowledgeable about the specific FWW provisions that we asked about, broken out by municipality. It illustrates variation in knowledge levels both across municipalities and between provisions within each municipality. Among covered employees, Seattle workers—where the law has been in effect the longest—were the most knowledgeable about their jobs being covered by multiple provisions of Seattle's FWW law, compared to workers in Chicago and NYC. The difference was particularly large for the provisions on extra compensation for added and extended shifts (Seattle: 66.8%, Chicago: 52.5%, NYC food service: 54.8%), with Seattle's rate statistically

⁸ Retail workers in New York City were only asked about the provision that requires employee consent before employers add time or shifts to an employee's schedule, as that is the only provision we asked about that is included in the NYC FWW retail law [Question "e" in accompanying table].

⁹ A large proportion (85.4%) of employees whose jobs are not covered by FWW laws reported that their job is covered by one or more of the provisions we asked about, even though their job was outside coverage. Further examination is needed to understand why employees at worksites not covered by FWW laws believe a law provides one or more of the rights queried. This could reflect a spillover effect of the laws on employer practices, other employer characteristics that influence employer scheduling practices, lack of understanding by workers, and measurement error.

significantly higher than those in the other cities. Seattle workers also demonstrated greater knowledge of the advance notice provision (Seattle: 71.6%, Chicago: 63.3%, NYC fast food: 61.3%), and the consistent work schedule provision (Seattle: 75.7%, Chicago: 66.4%, NYC fast food: 69.4%), although differences in knowledge on these provisions were only statistically significant when comparing Seattle to Chicago workers.

When the sample in all three cities is narrowed to employees at fast food and coffee shop worksites—the specific sectors covered under NYC's fast food FWW law—NYC workers were the most knowledgeable, particularly regarding the provision requiring payment for manager-driven shift cancellations or reductions (fast food and coffee shop workers only: NYC 55.7%, compared to Seattle 38.0%, $p < 0.05$; compared to Chicago 48.5%, ns).

Overall, workers covered by Chicago's FWW law, which has been in effect for the shortest time compared to the other two cities, appeared to have relatively less knowledge of FWW provisions than workers in Seattle and NYC. Although not shown in Figure 4, the proportion of covered employees reporting "unsure" about provisions related to consistent work schedules and extra compensation for added and extended shifts was significantly higher in Chicago than in Seattle, where the law has been in place the longest.

Employee knowledge of FWW laws also varies across industry sectors. As shown in Figure 5, among employees at covered worksites, retail sector workers were more knowledgeable about FWW provisions compared to food service sector workers for provisions related to consistent work schedules, advance notice of work schedules, and mandatory employee consent prior to schedule changes. One possible explanation for this sector-based difference is the ownership structure of businesses—where retail is more likely to be corporate-owned and food service is more likely to be franchised. Research indicates that corporate-owned businesses typically have more resources and stronger incentives to comply with labor standards compared to franchise operations (Ji and Weil, 2015). Ownership structure may have influenced employees' experiences with and knowledge of FWW laws.

These results highlight the need for continued policy efforts to improve employee knowledge of FWW laws. Employees who reported that they had observed FWW posters displayed in their workplaces (only 44.2% of covered employees) were significantly more likely (based on both bivariate and multivariate analyses) to also report greater knowledge of FWW provisions, including those provisions about which employees were least knowledgeable, such as partial compensation for manager-driven shift cancellations or last-minute reductions. Thus, as part of enforcement efforts, ensuring that covered worksites display FWW posters with information about core provisions could be an important step toward raising awareness and, ultimately, improving employer compliance.

Figure 4

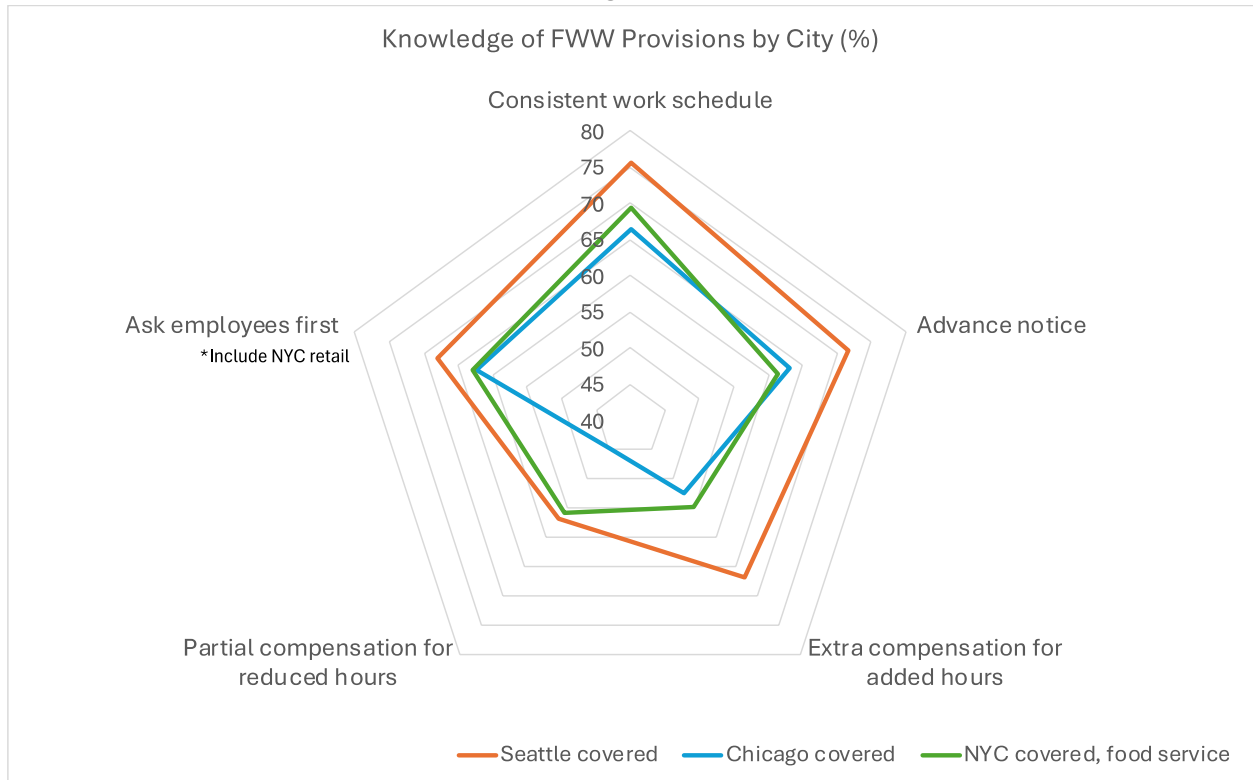
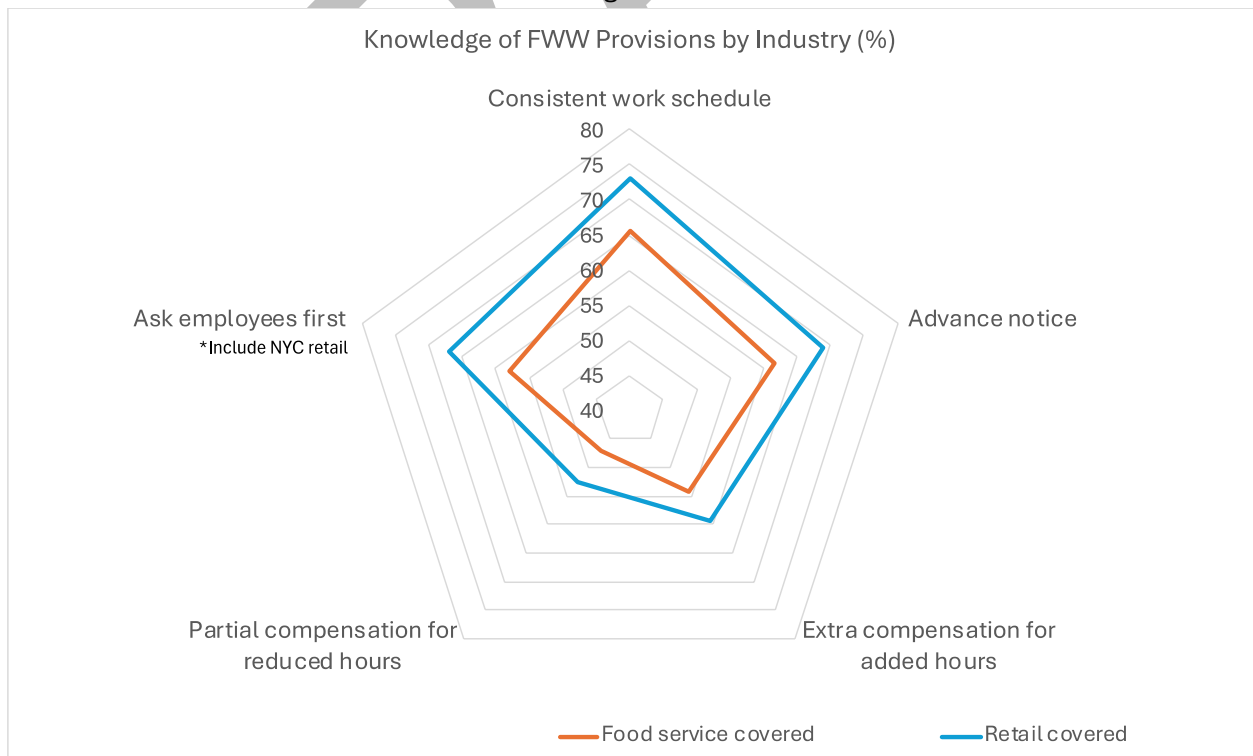


Figure 5



Right to Decline Manager-Driven Schedule Changes *[Break-out Text Box]*

Some provisions in fair workweek (FWW) laws provide employees with the right to decline managers' requests to work hours that are not on the posted schedule. This right to say "no" to additional or different work hours is operationalized with administrative rules that require managers to inform workers that they can decline management requests to change their schedule and by prohibiting managers from retaliating against workers who exercise their right to decline the change. For example, Seattle's Secure Scheduling Ordinance prohibits employers from "taking an adverse action or discriminating against employees who assert their rights to Secure Scheduling in good faith" including "[d]eclining to work a shift not scheduled with 14 days' advance notice."¹⁰

Including the right to decline schedule changes in stated policy does not guarantee that workers will feel free to decline manager requests in practice. The pressure managers face to meet labor needs and fill scheduling holes and the pressure employees also face to comply with manager requests may weaken employee agency in exercising their right to decline managers' requests to work hours not on the posted schedule. When employees decline additional hours they may fear consequences like shortened hours, unfavorable schedules, or even termination, despite the prohibition of employer retaliation in FWW laws. Moreover, employees may feel pressured to accept additional hours in order to curry favor with managers, who may be more inclined to schedule workers who accept their requests for favorable shifts or requested time-off in future weeks.

We examine the extent to which the right to decline is being realized in practice by drawing on survey questions asking workers about four issues:

- 1) **prevalence of declining a schedule change:** What proportion of covered workers executed the right to decline a manager's request to adjust their work schedule?
- 2) **perceived and actual consequences of saying "no":** What do workers think will happen if they say "no" to a manager's request to change their schedule, and what has happened to workers who recently declined a request?
- 3) **perceived benefits of saying "yes":** What do workers believe will happen if they agree to schedule changes initiated by a manager?
- 4) **notified by management of right to decline:** what proportion of covered workers have been informed by management that they have the right to decline additional or changed hours, as required by FWW laws?

Prevalence of Declining a Manager-Driven Schedule Change: A large majority of retail and food service workers in our sample reported they had been asked by a manager to work additional or different hours than on their work schedule at least one time during the past three months, at worksites covered by FWW laws (87%) and worksites in adjacent uncovered areas (82%, $p < 0.05$). Among workers who were asked to work additional or different hours, a significantly greater percentage of employees at covered (51%) than uncovered (44%, $p < 0.05$) worksites reported having declined at least one of these scheduling requests. This difference suggests that FWW laws are increasing workers' control over schedule changes. It does not mean, however, that exercising the right to decline occurred without cost.

Consequences of Saying "No": All respondents were asked about the potential consequences of declining a manager's request to work more or different hours. The majority of workers at both covered

¹⁰https://www.seattle.gov/documents/Departments/LaborStandards/SS%20QA_FINAL_02272023%20comprehensive.pdf (Seattle Office of Labor Standards, 2023, p. 37).

(60%) and uncovered (58%, ns) worksites reported at least one negative consequence that they worried would happen if they declined a manager's request to work more or different hours. Workers at covered and uncovered worksites reported similar concerns. Top concerns among workers at both covered and uncovered worksites who selected a concern included being assigned fewer hours or unfavorable shifts (39%), being forced to pick up the requested shift anyway (34%), and being assigned extra or hard tasks (27%).

The responses of workers who had declined a request indicate that these concerns are warranted. Eighty-two percent (82%) of workers who declined at least one manager schedule request in the past three months reported at least one negative consequence of doing so, with a larger proportion of workers at covered (85%) than uncovered (76%, $p<0.01$) worksites reporting at least one negative consequence of having declined a request. Covered and uncovered workers reported facing similar consequences for declining manager-driven schedule changes: over a third reported being scheduled for fewer or unfavorable hours in subsequent weeks and over a quarter reported being assigned extra or difficult tasks. These results suggest that FWW laws providing workers with the right to decline managers' scheduling requests do not necessarily protect workers from retribution for exercising this right.

Benefits of Saying "Yes": Our findings provide descriptive evidence that many workers feel the pull of agreeing to manager-driven hour additions and changes because of the potential benefits of doing so. Regardless of whether they agreed to a manager's request to change their schedule, the overwhelming majority of workers at both covered (88%) and uncovered (83%, $p<0.05$) worksites reported that they were either somewhat more likely or much more likely to get the hours and shifts they want if they agreed to a manager's schedule request. Even 52 percent of workers at covered worksites who had declined a manager's schedule request reported that complying with a manager's request would likely yield a better schedule. Our findings thus offer no evidence that FWW laws are reducing incentives to workers for complying with managers' requests to change their schedule.

Notification of the Right to Decline: All FWW laws require managers to inform covered workers that they are free to decline a manager's request to change their schedule without fear of retaliation. The majority (60%) of employees at worksites covered by a FWW law indicated that a manager had informed them of their right to decline schedule changes (compared to 55% at uncovered worksites; $p<0.05$). Importantly, this percentage is much lower than the proportion of covered workers (87%) who had been asked by a manager to add or change their hours. Thus, it appears that many workers covered by FWW laws are not explicitly notified of their right to decline additional or different hours even though their employers are asking them to change their schedule.

Summary: Our results suggest that FWW laws are having a modest effect on manager-employee interactions involving schedule changes. A significantly larger proportion of workers at covered than uncovered worksites reported that a manager had told them that they could decline a request and a significantly larger proportion had declined a request. However, the overall incentive structure for responding to manager requests seems to have remained intact, as workers in both covered and uncovered worksites reported similar degrees of perceived benefits (and costs) of accepting (or declining) an employer request. Notably, eight out of ten workers at covered worksites who had recently declined a manager scheduling request reported at least one negative repercussion for doing so. Our findings also show a clear need to improve employers' compliance with the notification requirement regarding an employee's right to decline hour additions and changes. Four in ten workers at covered worksites reported that they had not been informed by their employer that they are free to say "no" to working additional or different hours than scheduled.

Conclusion

Fair workweek (FWW) laws take a comprehensive approach to improving work schedules by incorporating multiple provisions that regulate different aspects of employers' scheduling practices. In this study, we examined employees' experiences with core provisions of FWW laws, combining data from 1,781 retail and food service workers in Chicago, Seattle, and New York City (covered worksites) and adjacent areas without FWW protections (uncovered worksites). Our findings help identify which provisions are closest to delivering to retail and food service workers the rights defined in the laws and which may require the greatest education and enforcement to achieve compliance.¹¹

Summary of Key Findings. It is encouraging that provisions that require extra compensation for working additional or changed hours show significant policy effects. The odds that workers in covered worksites received extra compensation the last time they agreed to a manager's request to extend their shift or to work an additional or different shift are about double that of workers at uncovered worksites. Workers at covered worksites are also significantly more likely to have received extra compensation the last time they worked a closely-spaced shift. In addition, although the majority of workers at covered and uncovered worksites report that they were asked by a manager if they agreed to a schedule change before it was made, the odds that the agreement was documented *in writing* – a requirement of FWW laws – is significantly higher among covered workers, for both shift extensions and hour additions/changes.

Provisions that require partial compensation for hour reductions do not demonstrate significant policy effects. Partial compensation for cancelled shifts is common, with almost three-fourths of covered workers reporting that they received some compensation the last time a manager cancelled one of their shifts ahead of the workday. However, the prevalence of compensation is similar for workers in covered and uncovered worksites, providing no evidence that FWW laws are driving compensation for shift cancellations. Although New York State has a “show up pay” law that requires partial compensation when a scheduled shift is cancelled after workers show up to work, Illinois and Washington do not; it is thus unlikely that the high rates of partial compensation for cancelled shifts can be directly attributed to this other employment law either.

Unlike shift cancellations, partial compensation for same-day hour reductions is not common. Less than one-third of workers covered by FWW laws who were sent home early from a shift received partial compensation for reduced hours, which is similar to their counterparts at worksites not covered by FWW laws. Although the majority of workers sent home reported that the fact that they left early at a manager's request was documented in firm records, for most, this did not trigger partial compensation for the hours remaining on their schedule, as required by law. The difference in rates of partial compensation for cancelled versus shortened shifts suggests that employers may not understand that partial compensation is due whenever they reduce hours assigned an employee, regardless of the employee's willingness to work less.

¹¹ We appraise the provisions with two assessments. One assessment examines the proportion of workers covered by FWW laws who report experiences consistent with the administrative rules defining legal compliance on each provision. This assessment provides an estimate of how well covered employees' scheduling experiences align with legal requirements, information potentially useful for targeting enforcement activities. The second assessment compares the experiences of workers in comparable jobs located at worksites covered and uncovered by FWW laws. This assessment provides an estimate of the policy effects of the different provisions in the laws.

Advance notice also shows a significant policy effect in our combined sample. The odds of receiving the length of advance notice required by the law are about 50 percent higher among workers at covered than uncovered worksites. Comparison of advance notice across cities reveals, however, that this effect is rooted in Seattle, as differences between covered and uncovered workers are not statistically or substantively different in Chicago, NYC fast food, or NYC retail. Moreover, only in Seattle does a majority of covered workers report that they receive their weekly work schedule at least two weeks in advance of the workweek. Our results suggest that the core policy provision of Advance Notice is thus falling short of its mark.¹²

Overall, our findings suggest that the provisions in FWW laws have a distance to go before they become standard-operating-procedure in retail and food service workplaces. A large proportion of workers in retail and food service jobs covered by FWW laws are not (yet) experiencing scheduling practices in compliance with legal requirements, including not receiving compensation for schedule changes. A substantial share of covered workers experiencing manager-driven schedule changes are losing out on premium pay for shift extensions (41%), hour additions/changes (40%), and closely-spaced shifts (37%) and on partial pay for shift reductions (68%) and cancellations (28%). Moreover, over a third of covered workers report that they were not asked before a manager added or changed their scheduled hours and had not received a good faith estimate in writing.

Strengths and Limitations. Our study is complementary to the efforts of other researchers who are building knowledge about the implementation and costs and benefits of FWW laws, all with strikingly different methodologies, ranging from quasi-experimental comparisons (e.g., Harknett et al. 2021a,b; Kwon and Raman 2023), to experience-sampling methodology (e.g., Gassman-Pines & Ananat 2019), to qualitative interviews (e.g., Lambert et al. 2022; Petrucci et al. 2021). Key strengths of the methodology employed in the current study include the comparison of workers at covered worksites to comparable workers at uncovered worksites, our focus on workers' experiences with several specific provisions of FWW laws, the customization of survey questions to account for differences in administrative rules that define compliance in the three target cities, and embedding a Google map feature within the survey to improve identification of workers as working at covered or uncovered worksites.

Had we been able to incorporate baseline data collected prior to the adoption of FWW laws in the three cities and the adjacent areas, our analyses would have yielded better estimates of possible causal associations between FWW laws and workers' scheduling experiences. Although we included a set of control variables to rule out observable factors that may explain the relationships, our results are associational not causal. Moreover, our sample does not represent the experiences of all retail and food service workers targeted by FWW laws in the three target regions. Specifically, we recruited through survey panels, which do not claim to be representative of the populations from which they sample. The lack of representativeness suggests particular caution when interpreting differences in the prevalence of specific scheduling experiences between workers in covered and uncovered worksites. For example, rates of manager-driven hour additions may be different for respondents at covered and uncovered worksites not because the FWW laws have changed manager practice, but because of factors related to respondent recruitment. Our findings are on firmer ground when they describe responses to particular employer practices that occur in both covered and uncovered worksites.

¹² Differences between workers in covered and uncovered worksites on several other provisions are also only statistically significant in Seattle, but proportions and patterns on these provisions are comparable across cities signaling common experiences across workers in the three cities.

Our study design limits our ability to reliably estimate possible spillover effects of FWW laws to uncovered worksites. We cannot differentiate whether the high prevalence of some practices consistent with FWW regulations among workers at both covered and uncovered worksites, such as for a written good faith estimate, is due to employers adopting FWW practices company-wide or because the practice had been in place before the laws were enacted. The low rate of two-weeks' advance notice we observed among workers at both covered and uncovered worksites offers little concern of spillover effects for this core provision in FWW laws. Moreover, our strongest observed policy effects concern payments for schedule changes, arguably the least likely provisions for employers to voluntarily implement.

Implications for Moving FWW Laws Forward. In considering what steps might be taken to improve the implementation and effectiveness of FWW laws, it is important to remember that these laws regulate employer practices, not employee behaviors. Compliance with legal requirements is thus the responsibility of businesses, not workers. Improving training and support for frontline managers who implement FWW policy thus seems essential to improving policy effectiveness, as does increased oversight and enforcement by municipalities and labor groups.

Given that enforcement of employment laws is complaint-driven, employees can play an important role in holding employers accountable for implementing the provisions in FWW laws – but only if employees know their rights under the laws. Our findings indicate that covered workers' knowledge varies across provisions, with most knowing about advance notice and good faith estimate requirements. Between 30 and 40 percent of workers at covered worksites did not know about one or more provision included in the FWW law in their city, however, highlighting the importance of ongoing worker education. Employees who reported that they had observed FWW posters displayed in their workplaces – as required by the laws – reported significantly greater knowledge of FWW provisions, confirming the importance of employer compliance with this regulation.

Nevertheless, improving knowledge of FWW law provisions will not on its own be sufficient to assure compliance or raise workplace scheduling standards. Even though workers in covered worksites were more likely to decline a manager request for a schedule change, they were at least as likely as their counterparts in uncovered worksites to face negative repercussions for doing so. Our results suggest that the benefits and costs of compliance with manager scheduling requests have changed little as a result of FWW laws. To truly deliver on the promise of FWW laws to set new standards for scheduling workers it will be important to adjust business incentive structures. Enforcement by government and commitment by business is needed to alter the calculus of frontline managers and workers.

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Appendix

Table A1. Administrative Rules, Variations by Municipality (2024 rules)				
	Chicago	Seattle	NYC Fast Food	NYC Retail
Employers and employees covered	<ul style="list-style-type: none"> Retail, food service (fast food, coffee shops, full-service restaurants), building services, hotels, healthcare, manufacturing, warehouse services 100 or more employees globally; 250 employees and 30 locations for a full-service restaurant Individual franchise owner owns at least 3 locations Employees must earn no more than \$61,149 per year (salary) or \$31.85 per hour (hourly) 	<ul style="list-style-type: none"> Retail, food service (fast food, coffee shops, full-service restaurants) 500+ employees worldwide; 40+ full-service restaurant locations worldwide franchises included; no minimum individual ownership salaried workers who exceed the threshold (\$67,000) for overtime pay under Washington State law are not covered by Seattle's Secure Scheduling Ordinance; no upper limit on hourly wage 	<ul style="list-style-type: none"> Fast food (including coffee shops) 30 or more establishments nationwide franchises included; no minimum individual ownership All workers at fast food restaurant are covered even those hired through outsources (e.g., cleaning service, maintenance) salaried workers who exceed the threshold (\$67,600) for overtime pay under New York State law are not covered by NYC's Fair Workweek Laws; no upper limit on hourly wage 	<ul style="list-style-type: none"> Retail only 20 or more employees in NYC Applies to all employees at worksite regardless of position or job title salaried workers who exceed the threshold (\$67,600) for overtime pay under New York State law are not covered by NYC's Fair Workweek Laws; no upper limit on hourly wage
Good faith estimate	<ul style="list-style-type: none"> Estimate of the days, start and end times, average number of weekly hours employee can expect to work Must be in writing At time of hiring, yearly, or when expectations change 	Similar to Chicago, except estimate need only include median number of hours employee can expect to work.	Rather than an estimate, ordinance requires employers to provide employees with a "regular schedule" that includes the number of hours, days, and times the employee will be scheduled to work week to week.	Not required
Advance schedule notice	<ul style="list-style-type: none"> 14 days in advance of start of workweek Sent to individual and posted in workplace 	Similar to Chicago	Similar to Chicago, except that law requires that the employee receive their "regular schedule" every week unless the employee requested or agreed to changes.	72 hours' advance notice

	Chicago	Seattle	NYC Fast Food	NYC Retail
Access to hours	<ul style="list-style-type: none"> Newly available recurring shifts communicated to all qualified current employees Hiring only after current employees given a chance to accept available hours 	Similar to Chicago	Similar to Chicago, except laid off workers are explicitly included as well as current employees.	Not required
Right to rest	<ul style="list-style-type: none"> <10 hours between closing and opening shifts that span two days Employee option to decline closely-spaced shifts Paid 1.25 times regular pay for entire shift Prior consent in writing 	Similar to Chicago, except payment of 1.5x hourly rate for hours separated by less than 10 hrs.	<11 hours between closing and opening shifts. Similar option to decline and similar documentation as Chicago. If agrees, employer must pay employee an extra \$100.	Not required
Employer-driven schedule changes that result in same or additional hours				
Shift extensions , i.e., manager asked or required employee to stay at least 15 minutes beyond scheduled end time, with less than 24 hour notice	<ul style="list-style-type: none"> All extensions covered except when an employee unilaterally clocks in early or leaves late Employee must be asked whether they consent to the extension Consent documented in writing before extension occurs or soon after Employee paid for one hour at current wage rate, in addition to time worked 	Similar to Chicago, except extension does not require predictability pay if employee volunteered to stay by responding to a manager request sent to employees currently at worksite	Similar to Chicago, except paid \$15 for shift extension (change made with less than 24 hour notice).	Employee has the right to decline the extension and must consent in writing, but the employee receives no extra payment for the extension.
Shift changes/additions , i.e., manager asked or required employee to work different/additional hours than on the original schedule	<ul style="list-style-type: none"> Change occurred with less than 14 days' notice Employee must be asked whether they consent to the change Consent documented in writing before shift added/changed/worked One extra hour of pay, in addition to time worked 	Similar to Chicago, except shift change does not require predictability pay if employee volunteered to work in response to a mass message to employees. The additional/change hours must be due to another employee calling off work, not because of increased business needs.	Similar to Chicago, except paid \$15 for changes with less than 7 days' notice (but more than 24 hours) and \$10 for changes with less than 14 days' notice (but more than 7 days).	Additions made with more than 72 hours' notice are not regulated. If addition is made with less than 72 hours' notice, employee must consent to change in writing. Employee does not receive extra compensation for the change.

	Chicago	Seattle	NYC Fast Food	NYC Retail
Employer-driven schedule changes that result in reduced hours				
Cancelled shifts , i.e., entire shift deleted from schedule	<ul style="list-style-type: none"> • Employer cancels shift less than 14 days before work schedule starts but more than 24 hours in advance (see Shortened Shift) • One hour of pay per cancelled shift • Recorded in firm records 	Similar to Chicago, except employee to be paid for half of the hours not worked if shift cancelled within 14 days of the changed shift.	Similar to Chicago, except employee to be paid \$20 if cancellation occurs less than 14 days in advance but more than 7 days in advance, \$45 if cancelled less than 7 days in advance but more than 24 hours in advance, and \$75 if cancelled with less than 24 hours' notice.	No reductions in hours with less than 72 hours' notice allowed. Employer can be fined, but employees do not receive any immediate compensation.
Cancelled on-call shifts , i.e., employee scheduled for shift for which they need to be available and are informed later that they are not needed	<ul style="list-style-type: none"> • On-call shifts are treated the same as regular shifts • Compensation for cancellation depends on how far in advance the on-call is cancelled (see Cancelled Shifts and Shortened Shifts) • Recorded in firm records 	Similar to Chicago, except employee is to receive half of the hours not worked if on-call cancelled within 14 days of the changed shift.	Like Chicago and Seattle, on-call shifts treated the same as regular shifts. When cancelled, pay depends on how far in advance the cancellation is made (see Cancelled and Shortened Shifts)	No on-call (call-in) shifts within 72 hours of the start of the shift allowed. Employer can be fined, but employees do not receive immediate payment.
Shortened shifts , i.e., employer cancels some or all hours with little notice	<ul style="list-style-type: none"> • Employer cancels or shortens shift with less than 24 hours' notice (such as when employee is sent home early) • 50% of what would have been paid for lost hours • Recorded in firm records 	Similar to Chicago	Similar to Chicago, except employee to be paid \$75 if hours reduced with less than 24 hours' notice.	No hour reductions with less than 72 hours' notice allowed. Employer can be fined, but employees do not receive any immediate payment.

Table A2. Individual City Descriptive Results									
Provision		Chicago		Seattle		NYC – Food		NYC - Retail	
		Covered	Uncovered	Covered	Uncovered	Covered	Uncovered	Covered	Uncovered
		% (n)	% (n)	% (n)	% (n)	% (n)	% (n)	% (n)	% (n)
Good Faith Estimate[@]									
	Provided in writing	59.8 (460)	56.3 (279)	69.2 (224)	59.5 (185)*	60.5 (124)	72.7 (44)		
	“Very similar” fit between estimated and actual schedule	44.1 (395)	42.3 (241)	52.9 (210)	43.9 (164) ⁺	43.2 (111)	31.0 (42)		
Advance Notice									
	Provided notice consistent with law	31.7 (460)	32.0 (281)	56.6 (226)	32.6 (187)**	30.6 (124)	29.5 (44)	91.0 (344)	87.5 (112)
Access to Hours[@]									
	Current employees offered hours before new staff hired	52.7 (226)	53.5 (127)	62.4 (93)	49.5 (93) ⁺	57.6 (59)	52.4 (21)		
Right to rest[@]									
	Paid extra for working shift	59.4 (234)	50.4 (119)	63.2 (106)	47.7 (86)*	76.1 (67)	59.1 (22)		
	Asked if agree to work closely-spaced shift	55.8 (242)	51.7 (116)	63.5 (104)	64.0 (75)	68.1 (69)	59.1 (22)		
	Agreement documented	49.1 (216)	52.9 (102)	56.7 (97)	52.3 (65)	59.7 (62)	38.1 (21) ⁺		

Provision	Chicago		Seattle		NYC – Food		NYC - Retail	
	Covered	Uncovered	Covered	Uncovered	Covered	Uncovered	Covered	Uncovered
	% (n)	% (n)	% (n)	% (n)	% (n)	% (n)	% (n)	% (n)
Employer-driven schedule changes that result in same or additional hours								
Shift extensions								
	Received extra compensation as required consistent with law [@]	58.7 (235)	39.7 (126)**	58.4 (77)	43.6 (78) ⁺	61.7 (60)	40.9 (22) ⁺	
	Asked if agree to stay	76.2 (189)	73.3 (101)	59.6 (57)	55.3 (47)	78.7 (47)	75.0 (20)	71.9 (146) 63.5 (44)
	Agreement documented before change made	34.5 (174)	35.2 (88)	48.1 (52)	20.5 (39)**	51.3 (39)	21.1 (19)*	33.8 (130) 34.2 (38)
Hour additions/changes								
	Received extra compensation consistent with law [@]	52.2 (115)	35.0 (60)*	78.0 (59)	38.5 (39)**	53.8 (26)	50.0 (12)	
	Asked if agree to change	57.6 (118)	68.2 (66)	76.7 (60)	56.1 (41)*	61.5 (26)	69.2 (13)	63.9 (72) 57.9 (19)
	Agreement documented before change made	38.9 (113)	32.3 (62)	60.3 (58)	32.4 (37)**	38.5 (26)	45.5 (11)	53.8 (65) 27.8 (18)*

Provision	Chicago		Seattle		NYC – Food		NYC - Retail	
	Covered	Uncovered	Covered	Uncovered	Covered	Uncovered	Covered	Uncovered
	% (n)	% (n)	% (n)	% (n)	% (n)	% (n)	% (n)	% (n)
Employer-driven schedule changes that result in reduced hours								
Cancelled regular shift								
	Received compensation consistent with law [@]	65.1 (129)	74.6 (71)	75.4 (61)	61.2 (49)	86.7 (45)	76.9 (13)	
	Reduction documented	67.5 (114)	61.9 (63)	61.8 (55)	57.1 (42)	58.1 (43)	70.0 (10)	74.6 (63) 77.3 (22)
Cancelled on-call shift								
	Received compensation consistent with law [@]	68.4 (19)	47.1 (17)	53.3 (15)	66.7 (15)	70.0 (10)	66.7 (3)	
	Reduction documented	36.4 (22)	42.9 (14)	60.0 (10)	64.3 (14)	75.0 (8)	33.3 (3)	38.5 (13) 60.0 (5)
Shortened shift								
	Received compensation consistent with law [@]	28.1 (121)	24.7 (81)	35.8 (67)	38.9 (54)	38.1 (42)	40.0 (10)	
	Reduction documented	68.4 (114)	64.5 (76)	56.9 (65)	45.7 (46)	59.5 (42)	42.9 (7)	68.2 (85) 47.8 (23) ⁺

[@] NYC retail not included in analysis because the NYC FWW retail law does not have this provision.

Significance levels: **p≤0.01; *p≤0.05; +p≤0.10

Note: Bolded provisions show significant policy effects in the combined sample.