
CITY OF CHICAGO

RULES



CHICAGO FAIR WORKWEEK RULES




Mayor Brandon Johnson

Commissioner Ivan J. Capifali

BY AUTHORITY VESTED IN THE COMMISSIONER OF BUSINESS AFFAIRS
AND CONSUMER PROTECTION PURSUANT TO CHAPTERS 2-25, AND 6-110 OF
THE MUNICIPAL CODE OF CHICAGO, THE FOLLOWING RULES REGARDING
FAIR WORKWEEK ARE HEREBY ADOPTED.

By Order of the Commissioner:

Signed: 

Date: May 15, 2026

Ivan J. Capifali
Commissioner

Published: May 18, 2026

Effective: June 1, 2026

ARTICLE 1 – GENERAL RULES

SECTION I. DEFINITIONS

As used in these Rules, the following definitions shall apply:

The terms “**Covered Employee**,” “**Covered Industry**,” “**Employer**,” “**Predictability Pay**,” “**Shift**,” “**Work Schedule**,” and “**Written**” have the definitions assigned in Section 6-110-020 of the Municipal Code of Chicago.

The terms “**Commissioner**” and “**Wage**” have the definitions assigned in Section 6-100-010 of the Municipal Code of Chicago.

The terms “**Paid Leave**” and “**Paid Sick Leave**” have the definitions assigned in Section 6-130-010 of the Municipal Code of Chicago.

“**Chapter**” means Chapter 6-110 of the Municipal Code of Chicago.

Citations to sections, such as “Section 6-110-XXX” or “Section 4-6-XXX” are citations to the Municipal Code of Chicago.

“**Department**” means the Department of Business Affairs and Consumer Protection.

“**Franchise**” means any agreement by which a person is granted the right to engage in the business of offering, selling, or distributing goods under a marketing plan prescribed or suggested in substantial part by the grantor or its affiliate. The operation of the business is substantially associated with a trademark, service mark, trade name, advertising or other commercial symbol designated, owned by or licensed by the grantor or its affiliate. The person pays, agrees to pay, or is required to pay, directly or indirectly, a franchise fee.

“**Leave Of Absence**” means an absence from work, mutually agreed upon by the Covered Employee and Employer; defined in a Collective Bargaining Agreement; leave which a Covered Employee is entitled to under local, state, or federal law; and leave imposed by an Employer for a bona fide disciplinary reason.

“**On-Call Shift**” means any Shift where an Employer requires a Covered Employee to either contact the Employer or wait to be contacted by the Employer, less than 24 hours in advance of the start of the Shift, to learn whether the Covered Employee is required to report to work for the Shift.

“**Salary**” means those funds paid to a worker in a paycheck, regardless of the funds that may be redistributed before actually getting paid to the worker, and not total compensation, which could include bonuses, incentive pay, and tips or gratuities.

“**Temporary and Seasonal Employee**” means a natural person who contracts for employment with a day and temporary labor service agency, as defined in the Day and Temporary Labor Services Act (820 ILCS 175).

“**Unitary business group**” means a group of persons related through common ownership or control, whose business activities are in the same general line (such as within a Covered

Industry), and whose members are functionally integrated through the exercise of centralized management (where, for example, authority over such matters as purchasing, financing, tax compliance, product line, personnel, marketing, or capital investment, or all or some of the preceding, is not left to each member). Common ownership in the case of corporations is the direct or indirect control or ownership of more than 50% of the outstanding voting stock of the persons carrying on unitary business activity.

“**Week**” means seven consecutive 24-hour periods. It may begin on any day of the week and any hour of the day.

SECTION II. FAIR WORKWEEK RULES

Rule FWW 1.01 Immigration Status

Immigration status does not affect an individual’s status as a Covered Employee.

Rule FWW 1.02 Employer Size Determination

(a) To calculate an employer’s size, the Department will count the average number of global employees during a 12-month period.

(b) To calculate a new employer’s size, the Department will count the average number of global employees during the previous 90-days.

(c) To calculate the number of Covered Employees working for an existing Employer, the Department will count the average number of Covered Employees during a 12-month period.

(d) To calculate the number of Covered Employees working for a new Employer, the Department will count the average number of Covered Employees during the previous 90-days.

(e) When a calculation results in a number that is not a whole number, the number will be rounded down to the nearest whole number.

Example: 53.8 Covered Employees shall be considered 53 Covered Employees.

(f) To calculate whether an employee spends the majority of their time at work for an Employer while physically present within the City of Chicago, the Department will analyze the total number of hours worked by an employee in and out of the City in the previous 90 days.

(g) In the Restaurant Covered Industry, the number of global locations will be aggregated if they are owned or controlled by members of a single unitary business group.

Rule FWW 1.03 Initial Estimate of Work Schedule

For purposes of Rule FWW 1.03, On-Call Shifts must be included in an advanced Work Schedule.

- (a) The good faith estimate of the Covered Employee’s Work Schedule at the time of hire is a reasonable prediction; Employers may choose to base it on forecasts, prior hours worked by employees in the same or similar positions to that of the Covered Employee, or other relevant information.

The good faith estimate shall indicate the date it was provided to the Covered Employee.

- (b) The good faith estimate of the Covered Employee’s Work Schedule at the time of hire shall contain the following information:

- (1) The estimated number of hours the Covered Employee will work each week;
- (2) The days of the week the Covered Employee should expect to work;
- (3) The time, times or shifts the Covered Employee should expect to work;
- (4) The location(s) the Covered Employee should expect to work; and
- (5) Whether the Covered Employee should expect to work any On-Call Shifts

- (c) In instances where a Covered Employee is hired to work at a particular healthcare facility or campus of a healthcare facility, but the Covered Employee’s work assignments may be among buildings within the facility or campus, the healthcare facility may identify the location of work by the name of the healthcare facility or campus rather than by a street address of a particular building.

Examples 1 & 2

The examples below are good faith estimates meeting all of the requirements in Rule FWW 1.03

Effective Date of this notice: **December 1, 2025**

Estimated number of hours per week: **Twenty-four (24)**

Possible workday(s), time(s), and or shift(s):

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start	NA	09:00am	09:00am	NA	09:00am	NA	09:00am
End	NA	02:00pm	02:00pm	NA	02:00pm	NA	06:00pm
Hours		5	5		5		9

Possible work location/s: **121 N. LASALLE ST (Monday And Tuesday), 2350 W. OGDEN (Thursday And Saturday)**

On Call Shifts: ___YES NO

Effective Date of this notice: **December 1, 2025**

Estimated number of hours per week: **Twenty (20)**

Possible workday(s), time(s), and or shift(s): **4-5 Hours Shifts, in either AM or PM windows (or combination of AM and PM)**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start	NA	7:00am	07:00am	NA	07:00am	07:00am	NA
End	NA	12:00pm	12:00pm	NA	12:00pm	12:00pm	NA

OR

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start	NA	3:00pm	03:00pm	NA	03:00pm	03:00pm	NA
End	NA	08:00pm	08:00pm	NA	08:00pm	08:00pm	NA

Possible work location/s: **N/A**

On Call Shifts: YES NO

Example 3

The example below is good faith estimate that DOES NOT meet all of the requirements in Rule FWW 1.03. The days and windows of time (all available hours) are too broad and would not allow a Covered Employee to reasonably determine when and where their 15 hours of work would occur.

Effective Date of this notice: **December 1, 2025**

Estimated number of hours per week: **Fifteen (15)**

Possible workday(s), time(s), and or shift(s):

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start	12:00am	12:00am	12:00am	12:00am	12:00am	12:00am	12:00am
End	11:59pm	11:59pm	11:59pm	11:59pm	11:59pm	11:59pm	11:59pm

Possible work location/s: **N/A**

On Call Shifts: YES NO

Rule FWW 1.04 Advance Notice of Work Schedule

For purposes of Rule FWW 1.04, On-Call Shifts are part of a Work Schedule.

- (a) A Work Schedule shall be time-stamped with its date and time of posting. It must clearly indicate:
 - (1) the start and end dates of the Week
 - (2) the schedule of hours, days, times, and location(s) that Covered Employees are scheduled to work, including On-Call Shifts.
 - (3) the names of all Covered Employees who work at a location, regardless of whether they are scheduled to work that Week.
 - (4) the names of Covered Employees on a Work Schedule shall include a minimum of first initial and full last name; Employers may go beyond the minimum requirement and list full names of the Covered Employees.

(b) A posted or transmitted Work Schedule shall span a Week. An Employer may post Work Schedules that list the Shifts for multiple Weeks.

(c) For existing Covered Employees who are not returning from a Leave Of Absence, the Employer shall provide Covered Employees with a Written Work Schedule at least 14 days before the first day of any new Work Schedule.

(d) For new Covered Employees at time of hire, or existing Covered Employees returning to work from a Leave Of Absence, the Employer may provide a Written Work Schedule that runs through the last date of the currently posted Work Schedule. Employers thereafter must follow Rule FWW 1.04(a).

(e) For existing Covered Employees who are transferred, promoted, or assigned to a new job classification, the Employer may provide a Written Work Schedule that runs through the last date of the currently posted Work Schedule at time of transfer, promotion, or assignment to a new job classification. Employers must thereafter follow Rule FWW 1.04(a) at the time of the transfer, promotion, or assignment to a new job classification

(f) Employers shall maintain the confidentiality of those Covered Employees identified in Section 6-110-040(b)(4).

Rule FWW 1.05 Schedule Changes

The Employer shall pay Predictability Pay to Covered Employees for each Employer-imposed change to the Written Work Schedule that occurs after the advance notice required by Section 6-110-040(b) if not covered by an exception listed in Section 6-110-050(d).

(a) An Employer shall pay Predictability Pay to a Covered Employee for each instance of adding or subtracting of hours where an Employer-requested Work Schedule change results in a change of more than 15 minutes.

(b) When a Covered Employee's Written consent is required for a Work Schedule change, such Written consent must be provided for each schedule change; general or ongoing consent is insufficient to meet such requirements. The Written consent shall be time and date stamped.

(c) If an Employer adds hours of work to a Covered Employee's Work Schedule after the deadline articulated in Section 6-100-040(b)(1), the Covered Employee shall be paid one hour of Predictability Pay for every Shift to which hours are added.

(d) Employers are not required to pay Predictability Pay when adding or subtracting hours, based on voluntary changes requested by a Covered Employee. This exception includes voluntary additions or subtractions of hours initiated by the Covered Employee; the use of Paid Leave, Paid Sick Leave, paid time off, vacation, or other leave policies offered by the Employer; or a mutually agreed-upon shift trade or coverage agreement

between Covered Employees. Voluntary change requests under Rule FWW 1.05(d) shall be in Writing to qualify for the exception from Predictability Pay.

- (e) If an Employer changes the date or time of a Shift with no loss of hours to the Covered Employee after the deadline articulated in Section 6-110-040(b)(1), the Covered Employee shall be paid one hour of Predictability Pay for every impacted Shift.
- (f) The payment of Predictability Pay does not exempt the Employer from any overtime pay due to the Covered Employee.
- (g) For Predictability Pay purposes, regular rate does not include overtime, holiday pay, or other premium rates. However, if a Covered Employee's regular rate of pay includes a differential meant to compensate the Covered Employee for work performed under differing conditions (for example, a shift differential for working weekends or at night), such a differential rate is not considered to be a premium.
- (h) Predictability Pay shall not be deemed as another hour of work. It shall not impact the accumulation of Paid Leave or Paid Sick Leave.
- (i) Predictability Pay must be paid no later than the next payday, corresponding to the pay period in which the schedule change occurred.
- (j) Predictability Pay shall be separately noted on a wage stub or other form of Written documentation and provided to the Covered Employee.
- (k) Predictability Pay shall be calculated on an hourly basis for salaried Covered Employees by dividing the Covered Employee's salary by the period of the salary, generally a 52-week year, and then by a 40-hour workweek, or the number of hours reflective of their employment status (e.g. full or part time).

Rule FWW 1.06 Offer of Additional Work Hours to Existing Employees

- (a) Covered Employees at the workplace where the additional hours are made available must be given priority in distributing additional hours provided that they are qualified to perform the work. If it is the Employer's regular practice to schedule Covered Employees across multiple locations, and no qualified Covered Employee at the workplace where the additional hours are made available accept the hours, then Covered Employees at the Employer's other locations must be given priority. If no Covered Employees are available at any of the facilities, then Temporary or Seasonal Employees who have worked on behalf of the Employer for two or more weeks in the previous 12 months must be given the opportunity for the additional hours prior to any outside hiring. If the additional work hours offered are not accepted by Covered Employees, or Temporary and Seasonal Employees who have worked on

behalf of the Employer for two or more weeks in the previous 12 months, the Employer may offer the additional hours to any other employee.

- (b) Employers shall exercise reasonable judgement and good faith in determining if any current Covered Employees are qualified to perform the work being offered. Covered Employees and Temporary or Seasonal Employees should not be required to have expertise or training above that expected of a new hire.

Example: A newly hired cashier would typically receive training to perform the additional work; the same training should be made available to a non-cashier existing Covered Employee.

- (c) An Employer must provide a Written notice of the offer of additional Shifts to existing Covered Employees. The Written notice must contain the following information for each Shift offered:
 - (1) location;
 - (2) start and end time;
 - (3) whether the Shift is temporary or recurring. If temporary, the notice must state the specific dates for which coverage is needed;
 - (4) required qualifications for the position and what training, if any, will be provided; and
 - (5) the process by which Covered Employees must notify the Employer of their acceptance of the additional Shifts, including a deadline containing the date and time in which the offer must be accepted.
- (d) An Employer may split additional Shifts between several Covered Employees to avoid paying overtime or any other additional premiums or benefits.
- (e) Predictability Pay is not required for any Shifts accepted through the process laid out in this Rule FWW 1.06.
- (f) This Rule FWW 1.06 shall not apply to the hiring of new Covered Employees at a new location within the City.

Rule FWW 1.07 Right to Rest

- (a) A Covered Employee may voluntarily consent to work a Shift that commences sooner than 10 hours after the end of the previous day's Shift, but an Employer may not accept that consent unless it is in Writing. This Written voluntary consent may be situational or on an ongoing basis. A Covered Employee may revoke consent at any time.
- (b) For the purposes of a Covered Employee's right to rest, a Shift begins on the calendar day on which it starts.
- (c) A Covered Employee shall receive at least 1.25 times their regular rate of pay for any Shift that begins less than 10 hours after the end of the previous day's Shift. However, hours in such a Shift that exceed a workweek of 40

hours shall be paid overtime in compliance with the Illinois Minimum Wage Law, 820 ILCS 105/4a.

- (d) An Employer shall still pay the Covered Employee's rate at 1.25 times the Covered Employee's regular rate of pay regardless of whether the Covered Employee requested or consented to work Shifts separated by less than 10 hours.
- (e) If a Covered Employee works a double-Shift, that is, works consecutive Shifts, and the double-Shift is less than ten hours after the end of the previous day's Shift; or less than ten hours following the end of a Shift that spanned two calendar days; the Employer shall pay the Covered Employee at a rate of 1.25 times the Covered Employee's regular rate of pay for the entire double-Shift.

Example of a double-Shift that would incur right to rest pay. Covered Employee A works a Monday Shift from 3:00 p.m. to 11:00 p.m. The next day (Tuesday), Covered Employee A works a double-Shift 7:00 a.m. to 3:00 p.m., and 3:00 p.m. to 11:00 p.m. Covered Employee A would need to be paid at a rate of 1.25 times the Covered Employee's regular rate of pay for the entirety of the Tuesday double-Shift.

The requirement to pay additional compensation to a Covered Employee who works a split-Shift, that is, a shift where hours are broken up into two or more parts, with unpaid free time in between, shall only apply to the portion or portions of the split-Shift that commenced less than ten hours after the end of the previous day's Shift; or less than ten hours following the end of a Shift that spanned two calendar days.

Example of a split-Shift that would incur right to rest pay. Covered Employee A works a Monday Shift from 3:00 p.m. to 11:00 p.m. The next day (Tuesday), Covered Employee A works a split-Shift from 7:00 a.m. to 12:00 p.m., and 3:00 p.m. to 6:00 p.m. Only the first of the Tuesday shifts commenced within ten hours of the previous day's Shift. Therefore, right to rest pay would only be owed for the 7:00 a.m. to 12:00 p.m. portion of the split-Shift.

Example of a split-Shift that would incur right to rest pay. Covered Employee A works a Monday Shift from 4:00 p.m. to 12:00 a.m. The next day (Tuesday), Covered Employee A works a split-Shift from 4:00 a.m. to 7:00 a.m., and 9:00 a.m. to 12:00 p.m. Both portions of the split-Shift commenced within ten hours of the previous day's Shift; therefore, both shifts would be required to be paid the right to rest pay rate.

- (f) When a Covered Employee is entitled to right to rest pay, the right to rest pay must be paid no later than the next payday, corresponding to the pay period in which the Covered Employee worked the two Shifts.
- (g) Right to rest pay shall be separately noted on a wage stub or other form of Written documentation and provided to the Covered Employee.

- (h) The exceptions articulated in Section 6-110-050(d) do not apply to the right to rest.

Rule FWW 1.08 Notice and Posting

(a) An Employer shall post the notice required by Section 6-110-090(a) and prepared by the Department through the Employer's usual methods of communication for such notices, whether by paper posting or by electronic dissemination through the Employer's internal communication channels. A posted paper notice shall be printed on and scaled to fill a sheet of paper that measures no less than eleven inches by seventeen inches.

Examples of posting locations

- *Bulletin board with other federal and state mandated required postings*
- *Breakroom or lunchroom*
- *Internal communication channels include the routine or scheduled display on a monitor or TV screen*
- *Swipe in locations*

(b) The initial notice an Employer is required to provide in Section 6-110-090(b) may be provided prior to the commencement of a Covered Employee's employment or as part of an onboarding process. The initial notice and subsequent notices shall be printed on and scaled to fit a sheet of paper that measures no less than eight and a half inches by eleven inches. However, where Covered Employees are enrolled in direct deposit and do not receive a physical paycheck but have the option to review their pay stubs electronically, Employers may provide the notices to Covered Employees through the Employers' usual methods of electronic communication including, but not limited to, email, dissemination through internal communication channels, and as part of an employee handbook.

(c) All notices shall be posted in English. An Employer shall request and post notices in the literary languages understood by 5% or more of its workers who are not literate in English at a jobsite.

Rule FWW 1.09 Retention of Records

- (a) Employers must maintain, at a minimum, the following records for Covered Employees, for a period of not less than three years, and shall make such records available for inspection upon request by the Department:
1. Name of each Covered Employee.
 2. Mailing address, telephone number, and email address of each Covered Employee during the time of employment.
 3. Occupation and job title of each Covered Employee and whether the Covered Employee receives tips or performs the duties of both tipped and non-tipped positions.
 4. Dates of employment, including the hire date of each Covered Employee and, if applicable, termination date.

5. Paystubs, wage records, and documents that show amounts paid and schedule of hours worked per week.
6. Documents, records, or information to demonstrate compliance with Predictability Pay requirements.
7. Records necessary to demonstrate the location of Shifts where the Covered Employee works.
8. Written consent of Covered Employees that work a Shift that begins less than ten hours after the end of the previous day's Shift, or consent to schedule changes, agreements, modifications or changes to Work Schedules.
9. The number of employees employed by the Employer globally.
10. All information to demonstrate compliance with proper posting of Work Schedules, including, but not limited to, methods by which Work Schedules were provided to every Covered Employee. Documents and dates necessary to demonstrate compliance with initial estimate of Work Schedule, advance notice of Work Schedule, schedule changes, offer of additional work hours to existing Covered Employees, right to rest, and right to request a flexible working arrangement.
11. Policy handbook, employee manual, or other such documentation specifying all Employer policies and rules.

(b) Any of the above-mentioned documents may be created, maintained, and stored electronically.

(c) In addition to the specific types of documents listed in the Chapter and in this Rule, the Employer shall, upon request, provide copies of any and all documents to demonstrate compliance with the Chapter.

ARTICLE 2 – SEVERABILITY

Rule FWW 2.01 Severability

These rules are declared to be separate and severable. If any clause, sentence, paragraph, subdivision, section, subsection, or portion of these rules or the application thereof to any Employer, employee, or circumstance, is held to be invalid, it shall not affect the validity of the remainder of these rules, or the validity of the application of the rules to other persons or circumstance.