

LABOR COMPLIANCE HOW To's for ARF & RCFE

Serving clients with developmental disability

Note: you can also use this compliance tool kit for ARF (MI) and RCFE (Private Pay/ALW), the only difference is the staffing requirement

DISCLOSURE

- This presentation does not constitute legal advice and cannot be relied upon as such. Please consult with your attorney for advice regarding your specific situation.

LANTERMAN ACT

- It gives people with developmental disabilities the right to services and supports that enable them to live a more independent and normal life
- California Law that passed in 1977
- It is unique to California
- 2018 Budget \$6.9 Billion

COMMUNITY CARE FACILITIES (ARF & RCFE) RATE SCHEDULE AS OF JAN 2019

**DEPARTMENT OF DEVELOPMENTAL SERVICES
COMMUNITY CARE FACILITY RATES
FOUR OR LESS BEDS PER FACILITY
EFFECTIVE JANUARY 1, 2019**

Service Level	Monthly Payment Rate Per Consumer Effective 1/01/2018 ¹	Monthly Payment Rate Per Consumer Effective 1/01/2019 ²
1	\$1,039.37	\$1,058.37
2-Owner	\$3,478	\$3,674
2-Staff	\$3,839	\$4,035
3-Owner	\$3,524	\$3,725
3-Staff	\$3,994	\$4,195
4A	\$4,636	\$4,847
4B	\$4,913	\$5,140
4C	\$5,186	\$5,429
4D	\$5,534	\$5,793
4E	\$5,885	\$6,165
4F	\$6,249	\$6,550
4G	\$6,686	\$7,008
4H	\$7,139	\$7,488
4I	\$7,784	\$8,170

The Personal and Incidental (P&I) expenses effective with the January 1, 2019, SSI/SSP payment standard increased from \$134.00 to \$136.00.

¹ Includes the SSI/SSP pass through effective January 1, 2018.

² Includes the SSI/SSP pass through effective January 1, 2019.

**DEPARTMENT OF DEVELOPMENTAL SERVICES
COMMUNITY CARE FACILITY RATES
FIVE OR MORE BEDS PER FACILITY
EFFECTIVE JANUARY 1, 2019**

Service Level	Monthly Payment Rate Per Consumer Effective 1/01/2018 ¹	Monthly Payment Rate Per Consumer Effective 1/01/2019 ²
1	\$1,039.37	\$1,058.37
2-Owner	\$2,456	\$2,586
2-Staff	\$2,716	\$2,846
3-Owner	\$2,873	\$3,040
3-Staff	\$3,210	\$3,377
4A	\$3,709	\$3,887
4B	\$3,965	\$4,159
4C	\$4,218	\$4,428
4D	\$4,525	\$4,751
4E	\$4,855	\$5,102
4F	\$5,193	\$5,461
4G	\$5,583	\$5,872
4H	\$6,005	\$6,320
4I	\$6,601	\$6,953

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NEGOTIATED RATE

Rate for the “Negotiated Rate” is dependent on the services you provide. Often the negotiated rate is substantially higher than the ARM rate (level 1-4i)

The staffing requirement of the negotiated rate is dependent on what you agreed to provide in terms of staffing as shown in your program design. Review your Program Design.



Follow Title 17 Mandate for staffing hours for all ARM rate homes (level 1,2,3,4a-4l)



Clients go to program (about 6 hours plus travel time)

NUANCES OF DD HOMES

7 STEPS TO LABOR COMPLIANCE

- STEP 1: STAFFING REQUIREMENT
- STEP 2: STAFFING MODELS
- STEP 3: CLASSIFY YOUR EMPLOYEES
- STEP 4: AGREEMENTS AND NOTICES
- STEP 5: TIME SHEETS
- STEP 6: W-4, PAY STUBS & WORKERS COMP
- STEP 7: RECORD KEEPING

Basic Staffing Level Hours *Plus* (+) Total Additional Direct Care Staff Hours
 Equal (=) The Required Number Of Weekly Staff Hours In A Vendored Facility.

The number of basic staffing level hours required for a vendored facility is 168 hours per week. (24 hours x 7 days/week = 168 hours/week). The basic staffing level equals not less than one direct care staff person at all times when consumers are under the supervision of facility staff. Hours may vary from week to week and home-to-home depending upon consumer schedules. Weekly staff schedules may reflect less than 168 basic staff hours due to planned time periods when there are no consumers under the supervision of facility staff (i.e. when all are being supervised by day program staff or transportation vendor). It is typical for all of a home's consumers to be away from the facility and not under the supervision of facility staff between 20 and 30 hours per week. As a result, the basic staffing hours required of most facilities are between 148 and 138 hours per week. This number is subject to increase on any day/week when one or more consumers do not attend scheduled day services or school and remain at home.

Once basic direct care staff hours are determined, add the appropriate number of additional hours from the table below. The sum equals a projection of the weekly total of required direct care staff hours for the facility.

**I. STAFFING
 REQUIREMENT:
 TITLE 17
 STAFFING
 REQUIREMENTS**

	<i>Total Number of Consumers</i>								
	1	2	3	4	5	6	7	8	9
Level 2	0	0	0	0	0	0	12	24	36
Level 3	0	0	0	4	23	42	61	80	99
Level 4a	0	0	0	12	33	54	75	96	117
Level 4b	0	0	0	24	48	72	96	120	144
Level 4c	0	0	9	36	63	90	117	144	171
Level 4d	0	0	18	48	78	108	138	168	198
Level 4e	0	0	30	64	98	132	166	200	234
Level 4f	0	4	42	80	118	156	194	232	270
Level 4g	0	12	54	96	138	180	222	264	306
Level 4h	0	22	69	116	163	210	257	304	351
Level 4i	0	36	90	144	198	252	306	360	414

Table 1. Additional Hours: *Cumulative Number of Additional Direct Care Staff Hours Required At Each Service Level and Billable Census*

	Basic Staffing Level	168
Less:	Estimated number of hours in a typical week when no consumers are under the supervision of facility staff.	_____
	Estimated Basic Staffing	_____
Plus:	Additional Direct Care	_____
Equals:	Total Direct Care Staffing	_____

Basic staffing level may vary daily depending on consumer attendance in school or day services. It is determined based upon the number of hours one or more consumers are under the supervision of facility staff.

Basic Staffing Level Hours *Plus* (+) Total Additional Direct Care Staff Hours
 Equal (=) The Required Number Of Weekly Staff Hours In A Vendored Facility.

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Level 3	0	0	0	4	23	42	61	80	99
Level 4a	0	0	0	12	33	54	75	96	117
Level 4b	0	0	0	24	48	72	96	120	144
Level 4c	0	0	9	36	63	90	117	144	171
Level 4d	0	0	18	48	78	108	138	168	198
Level 4e	0	0	30	64	98	132	166	200	234
Level 4f	0	4	42	80	118	156	194	232	270
Level 4g	0	12	54	96	138	180	222	264	306
Level 4h	0	22	69	116	163	210	257	304	351
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	Estimated Basic Staffing	_____
Plus:	Additional Direct Care	_____
Equals:	Total Direct Care Staffing	_____

Basic staffing level may vary daily depending on consumer attendance in school or day services. It is determined based upon the number of hours one or more consumers are under the supervision of facility staff.

Sample Weekly Staff Schedule

Facility: Level 3 Facility

April 2018

MON TUE WED THU FRI SAT SUN

1:00AM	B (S)	A (S)	A (S)	A (S)	A (S)	B (S)	B (S)
2:00AM	B (S)	A (S)	A (S)	A (S)	A (S)	B (S)	B (S)
3:00AM	B (S)	A (S)	A (S)	A (S)	A (S)	B (S)	B (S)
4:00AM	B (S)	A (S)	A (S)	A (S)	A (S)	B (S)	B (S)
5:00AM	A	A	A	A	A	B	B
6:00AM	A	A	A	A	A	B	B
7:00AM	A	A	A	A	A	B	B
8:00AM	NC	NC	NC	NC	NC	B	B
9:00AM	NC	NC	NC	NC	NC	B	B
10:00AM	NC	NC	NC	NC	NC	B	B
11:00AM	NC	NC	NC	NC	NC	B	B
12:00PM	NC	NC	NC	NC	NC	B	B
1:00PM	NC	NC	NC	NC	NC	C	C
2:00PM	NC	NC	NC	NC	NC	C	C
3:00PM	A	A+C	A	A	A	C	C
4:00PM	A	A+C	A	A	A	C	C
5:00PM	A	A+C	A	A	A	C	C
6:00PM	A	A+C	A	A	A	C	C
7:00PM	A	A	A	A	A	C	C
8:00PM	A	A	A	A	A	C	C
9:00PM	A (S)	A (S)	A (S)	A (S)	B (S)	B (S)	B (S)
10:00PM	A (S)	A (S)	A (S)	A (S)	B (S)	B (S)	B (S)
11:00PM	A (S)	A (S)	A (S)	A (S)	B (S)	B (S)	B (S)
12:00AM	A (S)	A (S)	A (S)	A (S)	B (S)	B (S)	B (S)
TOTAL		+4					

4 Clients BSL +4

TOTAL HOURS: BSL +4

Direct Care Staff:

Staff A – Live-in M-F, 2 days off

Staff B – Reliever Live-in Sat-Sun, 5 days off

Staff C - Hourly

S – Sleep Time 9 PM – 5 AM (Maximum 8 hours), when staff gets up to assist, they need to be paid for all hours work. Needs a live-in agreement to exempt sleep time.

NC – No staffing is required when there is no client at home ie. clients are attending day program.

BSL – Basic Staffing is one staff available at all times and present in the home when at least one consumer is home.

**STEP 2:
STAFFING
MODEL:
LEVEL 3
SAMPLE
STAFFING
MODEL**

Weekly Staff Schedule

Facility: _____

Week Of: _____

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1:00 AM							
2:00 AM							
3:00 AM							
4:00 AM							
5:00 AM							
6:00 AM							
7:00 AM							
8:00 AM							
9:00 AM							
10:00 AM							
11:00 AM							
12:00 PM							
1:00 PM							
2:00 PM							
3:00 PM							
4:00 PM							
5:00 PM							
6:00 PM							
7:00 PM							
8:00 PM							
9:00 PM							
10:00 PM							
11:00 PM							
12:00 PM							
TOTAL							

Direct Care Staff:

#1 _____ #6 _____

#2 _____ #7 _____

#3 _____ #8 _____

#4 _____ #9 _____

#5 _____ #10 _____

Instructions: Place each staff member's name on a number. Then use the assigned number to fill out the staff schedule.

**STAFF
SCHEDULE**

**PROVIDE
WEEKLY
OR WHENEVER
THERE IS A
CHANGE IN
SCHEDULE**

THE BEST STAFFING MODEL

LIVE-IN MODEL

EXCLUDES SLEEP & OFF DUTY HOURS

IMPORTANT:
PAY ATTENTION TO DAILY OVERTIME
PRIVATE ROOM
LIVE-IN AGREEMENT

STEP 3: CLASSIFY YOUR EMPLOYEES

- **Live-in Permanent**
- **Live-in Extended Stay**
- **Live-in Reliever**
- **Live-out 24 Hour Shift**
- **Live-out Hourly (example: 8 Hr Shift)**

STEP 4:
AGREEMENT
LIVE-IN, 24
HR SHIFT TO
EXCLUDE
SLEEP TIME,
OFF DUTY

!!!!ATTENTION!!!!
FOR LIVE -IN AND 24 HR
EMPLOYEES

YOU CAN NOT
AUTOMATICALLY EXCLUDE
SLEEP TIME (8 HOURS) AND
OFF DUTY HOURS FROM
HOURS WORKED,

YOU NEED A REASONABLE
AGREEMENT TO DO IT.

NO AGREEMENT, YOU MAY
PAY 24 HOURS A DAY!

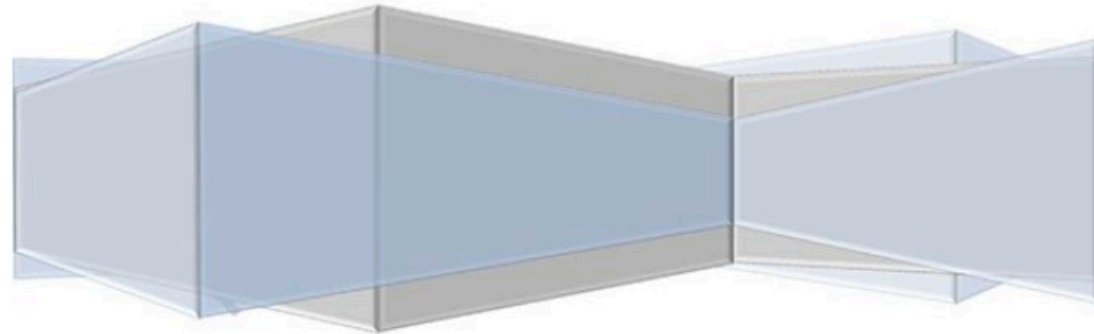
THE “GUIDE” IS
THE GOLD
STANDARD OF
AGREEMENTS FOR
LIVE-IN, 24 HR
SHIFT TO BE ABLE
TO EXCLUDE SLEEP
TIME, OFF DUTY



WAGE AND HOUR GUIDE FOR RESIDENTIAL CARE FACILITIES: COMPLIANCE WITH FEDERAL AND CALIFORNIA WAGE AND HOUR LAW

Alecia W. Winfield, Tammy D. McCutchen and Ashley J. Brick

Prepared June 2015



NOTE: This is not a do-it-yourself guide to resolving employment disputes or handling employment litigation or conducting a self-audit of your company's practices. This is also not a substitute for experienced legal counsel and does not provide legal advice or attempt to address the numerous factual differences which inevitably arise in any employment-related issue. While comprehensive, this guide is not all-inclusive but rather designed to highlight some of the key provisions under Federal and California law that apply to Residential Care Facility employers. Please contact your Littler Attorney for specific legal advice.

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Live-Ins: What You Need to Know & the Employment Agreements You Need

To help care home owners navigate the complex federal and California labor laws pertaining to *live-ins*—6Beds has co-authored with Littler Law Firm,

The Wage and Hour Guide for Residential Care Facilities (The Guide).

The Guide contains all the agreements you need to legally classify your caregivers as a **permanent/extended live-in, 24-hour worker** or **reliever**:

- **Agreement for Employees Residing on the Premises Permanently or for Extended Periods of Time**
- **Agreement for Employees on Duty for 24 Hours or More**
- **Agreement for Relief Employees Residing on the Premises**

The Guide contains a sample **timesheet** with an **employee certification** of actual hours worked.

The Guide outlines the federal and state labor laws for residential care homes as follows:

- **Payment for Sleep Time Under Federal Law**
- **Payment for Sleep Time Under California Law**
- **California Wage and Hour Laws**
- **Use of Independent Contractors**
- **Do's and Don'ts for the Residential Care Industry**

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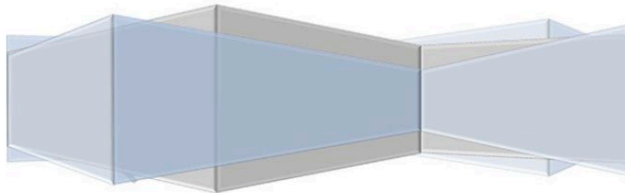
6Beds, Inc.
Accounting for Safe and Affordable Residential Care

WAGE AND HOUR GUIDE FOR RESIDENTIAL CARE FACILITIES:

COMPLIANCE WITH FEDERAL AND CALIFORNIA WAGE AND HOUR LAW

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LITTLER ONLINE TOOLKIT

The Guide is administered by **Littler** through an online toolkit. Littler updates its contents to reflect current industry-related labor laws. The online toolkit also has video tutorials to help you make better sense of the complex labor laws when employing live-ins and how to properly use the employment agreements.

LIFETIME ACCESS

Purchase of *The Guide* gives you lifetime access to Littler's online toolkit— giving you quick access to the latest industry-specific labor laws and updated employment agreements for years to come.

You need to update your employment agreements with your live-ins when new relevant labor laws are passed or changes.

BUY THE GUIDE

***The Guide* is available only to 6Beds members for a one-time purchase of \$950.**

BUY THE GUIDE ONLINE:
<https://6beds.org/theGuide>

JOIN 6BEDS ONLINE:
<https://6beds.org/join>

GIVE NOTICE TO EMPLOYEE WHEN HIRED

NOTICE TO EMPLOYEE *Labor Code section 2810.5*

EMPLOYEE

Employee Name: _____
Start Date: _____

EMPLOYER

Legal Name of Hiring Employer: _____
Is hiring employer a staffing agency/business (e.g., Temporary Services Agency; Employee Leasing Company; or Professional Employer Organization [PEO])? Yes No
Other Names Hiring Employer is "doing business as" (if applicable): _____
Physical Address of Hiring Employer's Main Office: _____
Hiring Employer's Mailing Address (if different than above): _____
Hiring Employer's Telephone Number: _____
If the hiring employer is a staffing agency/business (above box checked "Yes"), the following is the other entity for whom this employee will perform work:
Name: _____
Physical Address of Main Office: _____
Mailing Address: _____
Telephone Number: _____

WAGE INFORMATION

Rate(s) of Pay: _____ Overtime Rate(s) of Pay: _____
Rate by (check box): Hour Shift Day Week Salary Piece rate Commission
 Other (provide specifics): _____
Does a written agreement exist providing the rate(s) of pay? (check box) Yes No
If yes, are all rate(s) of pay and bases thereof contained in that written agreement? Yes No
Allowances, if any, claimed as part of minimum wage (including meal or lodging allowances): _____
(If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)
Regular Payday: _____

WORKERS' COMPENSATION

Insurance Carrier's Name: _____
Address: _____
Telephone Number: _____
Policy No.: _____
 Self-Insured (Labor Code 3700) and Certificate Number for Consent to Self-Insure: _____

PAID SICK LEAVE

Unless exempt, the employee identified on this notice is entitled to minimum requirements for paid sick leave under state law which provides that an employee:
a. May accrue paid sick leave and may request and use up to 3 days or 24 hours of accrued paid sick leave per year;
b. May not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
c. Has the right to file a complaint against an employer who retaliates or discriminates against an employee for
1. requesting or using accrued sick days;
2. attempting to exercise the right to use accrued paid sick days;
3. filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code;
4. cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor Code.
The following applies to the employee identified on this notice: *(Check one box)*
 1. Accrues paid sick leave only pursuant to the minimum requirements stated in Labor Code §245 et seq. with no other employer policy providing additional or different terms for accrual and use of paid sick leave.
 2. Accrues paid sick leave pursuant to the employer's policy which satisfies or exceeds the accrual, carryover, and use requirements of Labor Code §246.
 3. Employer provides no less than 24 hours (or 3 days) of paid sick leave at the beginning of each 12-month period.
 4. The employee is exempt from paid sick leave protection by Labor Code §245.5. (State exemption and specific subsection for exemption): _____

ACKNOWLEDGEMENT OF RECEIPT *(Optional)*

(PRINT NAME of Employer representative)	(PRINT NAME of Employee)
(SIGNATURE of Employer Representative)	(SIGNATURE of Employee)
(Date)	(Date)

The employee's signature on this notice merely constitutes acknowledgement of receipt.

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes.

STEP 5
:TIME
SHEETS

!!!!ATTENTION!!!!
LIVE -IN AND 24 HR SHIFTS

**NO TIMES SHEETS, YOU MAY
BE REQUIRED TO PAY 24
HOURS!**

















EMPLOYEES NEED AN ACCURATELY
FILLED OUT TIMESHEET TO PAY
FOR ALL HOURS WORKED

HAVE EMPLOYEE DOCUMENT
THEIR MEAL BREAKS (AT LEAST 30
MINUTES) AND REST BREAKS (10
MIN EVERY 4 HRS.)

**NO TIMESHEET, IT IS YOUR
WORD AGAINST THEIR WORD,
EMPLOYEES OFTEN WIN IN
THIS SITUATION**

MACHINE GENERATED TIMESHEET USING FINGERPRINT

Sponsored

 <p>\$389.00 CrownSecurityProd...</p>	 <p>\$199.99 Time-Logix</p>	 <p>\$299.99 Time-Logix</p>	 <p>\$111.99 Office Depot</p>	 <p>\$679.00 CrownSecurityProd...</p>	 <p>\$129.00 Timeclockzone.com</p>	 <p>\$429.00 CrownSecurityProd...</p>
<p>LAN READY</p>  <p>Product BN8000 Biometric Fingerprint Time Clock... amazon.com</p>	 <p>Product TAS-CR300 Advanced Fingerprint Time C... crownsecurityproducts.com</p>	 <p>Product Fingerprint Biometric Time Clock ... samsclub.com</p>	 <p>Product Amazon : Fingerprint Time Clock ... amazon.com</p>	 <p>Product EC 200 Employee Time Clock ... easyclocking.com</p>		
 <p>Product Biometric Fingerprint Time Clock ... amazon.com</p>	 <p>Product Biometric Fingerprint Reader WiFi Time ... lathem.com</p>	 <p>Product 3.5 Inch Fingerprint Time Clock ... allabout.com</p>	 <p>Product Anviz A300-ID Fingerprint & RFID Card ... clockreports.com</p>			

TIME SHEET: PAPER

COMPANY NAME: _____

WEEKLY TIME SHEET

Check Your Classification: Live-in Permanent Live-in Ext (5 Days) Live-in Reliever 24 Hr Shift. Hourly Shift

Note: This tool is not a "do-it-yourself" guide. It is for informational purposes only, not for the purposes of establishing an attorney-client relationship or providing legal advice, and should not be relied upon as legal advice.

1. *Record all hours worked including sleep interruptions if you are a live-in or working 24 hour shift. If you do not get at least 5 hours of sleep, all 8 hours of sleep is considered hours worked.
2. You are entitled to 30 minute meal break if you work more than 5 hours in a workday. Meal breaks must be at least 30 minutes in duration, uninterrupted and employees must be free to leave the premises to be excluded from hours of work. Meal breaks of less than 30 minutes in duration or that are interrupted by work must be counted as hours worked.
3. You are entitled to 10 minute break for every 4 hours you work.

Workweek
Beginning Date &
Ending Date

Print Name _____

Day	Start	End	Start	End	Start	End	Sleep* Interruption	Total Hours Worked	Note. List Rest Breaks Here
	Work	Work	Meal	Meal	Work	Work			
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									
Sunday									
Totals:									

By signing this time sheet I certify that I have carefully reviewed this time sheet and that the hours reported on this time sheet, including all start and stop times, are accurate. I was allowed an uninterrupted meal period that was at least 30 minutes in duration. I was allowed 10 minute rest breaks for every 4 hours of worked, and I can be required to remain on the premises. (Wage Order 5) The 10 minute rest break/s does not include time going to or from break areas and restroom breaks are not counted toward these 10 minute rest breaks. I have not reported more or less time than I actually worked. I will not sign this time sheet if it is not accurate and will report any inaccuracies to the human resources department by calling the following number immediately _____.

If I have been pressured, coerced or directed by a supervisor, manager or anyone else at the Company to work through any meal period, inaccurately report any time or not report time that I have worked, I understand I must report the same to Human Resources.

Employee's Signature: _____

Date: _____

Manager's Approval:

Date:

IF EMPLOYEE WORKS
ALONE,
HAVE EMPLOYEE
SIGN AN **ON DUTY
MEAL PERIOD
AGREEMENT (30
MINUTES)**
TO AVOID
PENALTIES (OF ONE
HOUR) FOR NOT
GIVING MEAL
BREAKS.

NOTE: ON DUTY
MEAL BREAKS ARE
PAID

On-Duty Meal Period Agreement

I, _____, understand and agree that the nature of my work as a _____ prevents me from being relieved of all duties and requires me to remain on-duty during meal periods. I voluntarily agree to work an on-duty meal period. I understand that any on-duty meal period is to be recorded on my time records as time worked, and that I will be paid for such time. I further understand that I will be given the opportunity to eat a meal while on duty. Finally, I understand that, by signing this on-duty meal period agreement, I will not be entitled to receive the one hour of pay provided by Labor Code section 226.7 as a penalty for situations when a meal period is not provided.

I understand that I may revoke this agreement at any time by providing written notice in advance to my supervisor. As an option, I further understand that I may revoke this agreement by signing the revocation section below and returning this Agreement to my supervisor. I also understand that I may work on-duty meal periods after revoking this agreement by signing a new on-duty meal period agreement.

Employee signature

Date

Print employee's name

On-Duty Meal Period Agreement Revocation

I revoke my On-Duty Meal Period Agreement. I acknowledge that this revocation is not complete until I sign below and return this form to my supervisor. I also further understand that this revocation only applies to meal periods to which I otherwise would be entitled after I submit this signed revocation to my supervisor.

Employee signature

Date

Print employee's name

HAVE EMPLOYEE RECORD IN TIME SHEET

MEAL BREAKS (MINIMUM 30 MINUTES)

REST BREAKS (10 MIN EVERY 4 HOURS)

----- Separate here and give Form W-4 to your employer. Keep the worksheet(s) for your records. -----

Form W-4 Department of the Treasury Internal Revenue Service		Employee's Withholding Allowance Certificate		OMB No. 1545-0074 2018	
▶ Whether you're entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.					
1 Your first name and middle initial		Last name		2 Your social security number	
Home address (number and street or rural route)			3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note: If married filing separately, check "Married, but withhold at higher Single rate."		
City or town, state, and ZIP code			4 If your last name differs from that shown on your social security card, check here. You must call 800-772-1213 for a replacement card. ▶ <input type="checkbox"/>		
5 Total number of allowances you're claiming (from the applicable worksheet on the following pages)				5	
6 Additional amount, if any, you want withheld from each paycheck				6 \$	
7 I claim exemption from withholding for 2018, and I certify that I meet both of the following conditions for exemption.					
<ul style="list-style-type: none"> • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. 					
If you meet both conditions, write "Exempt" here ▶ 7					
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.					
Employee's signature (This form is not valid unless you sign it.) ▶			Date ▶		
8 Employer's name and address (Employer: Complete boxes 8 and 10 if sending to IRS and complete boxes 8, 9, and 10 if sending to State Directory of New Hires.)			9 First date of employment		10 Employer identification number (EIN)

For Privacy Act and Paperwork Reduction Act Notice, see page 4.

Cat. No. 10220Q

Form **W-4** (2018)

STEP 6: EMPLOYEE FILL OUT W-4

PAYSTUB

California Labor Commissioner's Office

Pay stub (hourly)

SMITH AND COMPANY, INC. 123 West Street Smalltown, CA 98765				
EMPLOYEE Johnson, Bob	SOCIAL SECURITY NO. XXX-XX-6789	PAY RATE 18.00 regular 27.00 overtime	PAY PERIOD 1/7/XX to 1/13/XX	
EARNINGS	HOURS	AMOUNT	DEDUCTIONS	AMOUNT
Regular	40.00	720.00	Federal W/H	60.45
Overtime	2.00	54.00	FICA	47.99
			Medicare	11.22
			CA State W/H	10.04
			CA State DI	6.19
			401k	77.40
GROSS EARNINGS:		774.00		
TOTAL DEDUCTED:		213.29		
NET EARNINGS:		560.71		
SICK LEAVE: 24.00 HOURS AVAILABLE				

Example itemized wage statement (pay stub) for a worker paid hourly.
As required by Labor Code section 226(a).

WORKERS' COMPENSATION IS THE NATION'S OLDEST SOCIAL INSURANCE PROGRAM: IT WAS ADOPTED IN MOST STATES, INCLUDING CALIFORNIA, DURING THE SECOND DECADE OF THE 20TH CENTURY. ... AS A RESULT, CALIFORNIA EMPLOYERS ARE REQUIRED BY LAW TO HAVE WORKERS' COMPENSATION INSURANCE, EVEN IF THEY HAVE ONLY ONE EMPLOYEE.

STEP 7: RECORD KEEPING

KEEP RECORDS FOR 3
YEARS

❖ **IMPORTANT INFORMATION**
STATUTE OF LIMITATION
3 YEARS

STATUTE OF LIMITATION FOR EMPLOYEE TO FILE CLAIM WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS IS WITHIN **THREE YEARS** OF THE DATE THE EMPLOYEE CLAIM AROSE.

HOWEVER, AN EMPLOYEE'S RIGHT TO SOME PENALTIES COULD EXPIRE AFTER ONE YEAR.

THE TIME PERIOD TO FILE A CIVIL LAWSUIT IN STATE OR FEDERAL COURT FOR VIOLATION OF A STATUTORY RIGHT—SUCH AS MINIMUM WAGE, BREAKS, OR OVERTIME—IS THREE YEARS FROM THE DATE THE EMPLOYEE CLAIM AROSE.

SUMMARY

7 STEPS TO LABOR COMPLIANCE

- STEP 1: KNOW YOUR STAFFING REQUIREMENT
 - Know your Staffing Requirement per Title 17 and Title 22
- STEP 2: CREATE EFFICIENT STAFFING MODELS
 - Best Model: live-in Model
 - 2nd Best Model: 24 hr. Shift Model
 - Pay attention to DAILY OVERTIME
- STEP 3: CLASSIFY YOUR EMPLOYEES
 - Live-in, 24 hr, live-out
- STEP 4: AGREEMENTS AND NOTICES
 - Sign Agreements: Live-in Employees/24 hr. Shift Employees
 - Provide Notice to Employee (Labor Code 2810.5)
- STEP 5: TIME SHEETS
 - Employees to:
 - Record all hours worked to the minute
 - Record meal breaks
 - Record rest breaks to avoid penalties
- STEP 6: W-4, PAY STUBS & WORKERS COMP
- Step 7: RECORD KEEPING (3 YEARS)

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