

PROPOSED AMENDMENT

SENATE AMENDMENTS TO H.C.R. 2014

(Reference to the Shooter 6-page s/e amendment dated 03/18/16)

- 1 Page 1, line 6, after the semi-colon insert "AMENDING TITLE 23, CHAPTER 2, ARIZONA
- 2 REVISED STATUTES, BY ADDING ARTICLE 8.1;"
- 3 Line 7, strike "THE MINIMUM WAGE" insert "EMPLOYMENT PRACTICES"
- 4 Page 2, line 31, strike "discharge or"
- 5 Line 32, strike "take any other adverse action against any person in" insert
- 6 "DISCRIMINATE OR SUBJECT ANY PERSON TO"
- 7 Page 3, line 28, after "wages" insert "AND EARNED PAID SICK TIME"
- 8 Line 31, after "rate" insert "OR EARNED PAID SICK TIME"
- 9 Page 4, lines 25, 27 and 28, after "wages" insert "OR EARNED PAID SICK TIME"
- 10 Page 5, line 4, after "wages" insert "OR EARNED PAID SICK TIME"
- 11 Line 22, strike "THE ESTABLISHMENT OF A UNIFORM MINIMUM WAGE IS A MATTER"
- 12 Line 23, strike "OF STATEWIDE CONCERN. ONLY"
- 13 Line 25, after the period strike remainder of line
- 14 Strike lines 26 and 27
- 15 Line 28, strike "~~lower than that prescribed in this article.~~" insert "A county,
- 16 city or town may by ordinance regulate minimum wages and benefits within the
- 17 county's, city's or town's geographic boundaries but may not provide for a
- 18 minimum wage lower than that prescribed in this article."
- 19 Page 6, strike lines 6 through 15, insert:
- 20 "J. FOR PURPOSES OF THIS SECTION:
- 21 1. "ARTICLE" MEANS BOTH ARTICLE 8 AND ARTICLE 8.1 OF THIS CHAPTER.
- 22 2. "EARNED PAID SICK TIME" HAS THE SAME MEANING PRESCRIBED IN SECTION
- 23 23-371.

1 3. "EMPLOYER" HAS THE SAME MEANING PRESCRIBED IN SECTION 23-362 FOR
2 PURPOSES OF MINIMUM WAGE ENFORCEMENT AND HAS THE SAME MEANING PRESCRIBED IN
3 SECTION 23-371 FOR PURPOSES OF EARNED PAID SICK TIME ENFORCEMENT.

4 4. "RETALIATION" MEANS DENIAL OF ANY RIGHT GUARANTEED UNDER ARTICLE 8
5 AND ARTICLE 8.1 OF THIS CHAPTER AND ANY THREAT, DISCHARGE, SUSPENSION,
6 DEMOTION, REDUCTION OF HOURS OR ANY OTHER ADVERSE ACTION AGAINST AN EMPLOYEE
7 FOR THE EXERCISE OF ANY RIGHT GUARANTEED UNDER ARTICLE 8 AND ARTICLE 8.1 OF
8 THIS CHAPTER INCLUDING ANY SANCTIONS AGAINST AN EMPLOYEE WHO IS THE RECIPIENT
9 OF PUBLIC BENEFITS FOR RIGHTS GUARANTEED HEREIN. RETALIATION INCLUDES
10 INTERFERENCE WITH OR PUNISHMENT FOR IN ANY MANNER PARTICIPATING IN OR
11 ASSISTING AN INVESTIGATION, PROCEEDING OR HEARING UNDER THIS ARTICLE.

12 Sec. 3. Title 23, chapter 2, Arizona Revised Statutes, is amended by
13 adding article 8.1, to read:

14 ARTICLE 8.1. EARNED PAID SICK TIME

15 23-371. Definitions

16 IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

17 1. "ABUSE" HAS THE SAME MEANING PRESCRIBED IN SECTION 13-3623.

18 2. "COMMISSION" MEANS THE INDUSTRIAL COMMISSION OF ARIZONA.

19 3. "DOMESTIC VIOLENCE" HAS THE SAME MEANING PRESCRIBED IN SECTION 13-
20 3601.

21 4. "EARNED PAID SICK TIME" MEANS TIME THAT IS COMPENSATED AT THE SAME
22 HOURLY RATE AND WITH THE SAME BENEFITS, INCLUDING HEALTH CARE BENEFITS, AS
23 THE EMPLOYEE NORMALLY EARNS DURING HOURS WORKED AND IS PROVIDED BY AN
24 EMPLOYER TO AN EMPLOYEE FOR THE PURPOSES DESCRIBED IN SECTION 23-373, BUT IN
25 NO CASE SHALL THIS HOURLY AMOUNT BE LESS THAN THAT PROVIDED UNDER THE FAIR
26 LABOR STANDARDS ACT OF 1938 (29 UNITED STATES CODE SECTION 206(A)(1)) OR
27 SECTION 23-363.

28 5. "EMPLOY" HAS THE SAME MEANING PRESCRIBED IN SECTION 23-362.

29 6. "EMPLOYEE" HAS THE SAME MEANING PRESCRIBED IN SECTION 23-362 AND
30 INCLUDES RECIPIENTS OF PUBLIC BENEFITS WHO ARE ENGAGED IN WORK ACTIVITY AS A
31 CONDITION OF RECEIVING PUBLIC ASSISTANCE.

1 7. "EMPLOYER" INCLUDES ANY CORPORATION, PROPRIETORSHIP, PARTNERSHIP,
2 JOINT VENTURE, LIMITED LIABILITY COMPANY, TRUST, ASSOCIATION, POLITICAL
3 SUBDIVISION OF THE STATE, INDIVIDUAL OR OTHER ENTITY ACTING DIRECTLY OR
4 INDIRECTLY IN THE INTEREST OF AN EMPLOYER IN RELATION TO AN EMPLOYEE, BUT
5 DOES NOT INCLUDE THIS STATE OR THE UNITED STATES.

6 8. "FAMILY MEMBER" MEANS:

7 (a) REGARDLESS OF AGE, A BIOLOGICAL, ADOPTED OR FOSTER CHILD,
8 STEPCHILD OR LEGAL WARD, A CHILD OF A DOMESTIC PARTNER, A CHILD TO WHOM THE
9 EMPLOYEE STANDS IN LOCO PARENTIS, OR AN INDIVIDUAL TO WHOM THE EMPLOYEE STOOD
10 IN LOCO PARENTIS WHEN THE INDIVIDUAL WAS A MINOR.

11 (b) A BIOLOGICAL, FOSTER, STEPPARENT OR ADOPTIVE PARENT OR LEGAL
12 GUARDIAN OF AN EMPLOYEE OR AN EMPLOYEE'S SPOUSE OR DOMESTIC PARTNER OR A
13 PERSON WHO STOOD IN LOCO PARENTIS WHEN THE EMPLOYEE OR EMPLOYEE'S SPOUSE OR
14 DOMESTIC PARTNER WAS A MINOR CHILD.

15 (c) A PERSON TO WHOM THE EMPLOYEE IS LEGALLY MARRIED UNDER THE LAWS OF
16 ANY STATE, OR A DOMESTIC PARTNER OF AN EMPLOYEE AS REGISTERED UNDER THE LAWS
17 OF ANY STATE OR POLITICAL SUBDIVISION.

18 (d) A GRANDPARENT, GRANDCHILD OR SIBLING, WHETHER OF A BIOLOGICAL,
19 FOSTER, ADOPTIVE OR STEP RELATIONSHIP, OF THE EMPLOYEE OR THE EMPLOYEE'S
20 SPOUSE OR DOMESTIC PARTNER.

21 (e) ANY OTHER INDIVIDUAL RELATED BY BLOOD OR AFFINITY WHOSE CLOSE
22 ASSOCIATION WITH THE EMPLOYEE IS THE EQUIVALENT OF A FAMILY RELATIONSHIP.

23 9. "RETALIATION" HAS THE SAME MEANING PRESCRIBED IN SECTION 23-362.

24 10. "SEXUAL VIOLENCE" MEANS AN OFFENSE PRESCRIBED IN EITHER:

25 (a) TITLE 13, CHAPTER 14, EXCEPT FOR SECTIONS 13-1408 AND 13-1422.

26 (b) SECTIONS 13-1304, SUBSECTION A, PARAGRAPH 3, 13-1307, 13-3019, 13-
27 3206, 13-3212, 13-3552, 13-3553, 13-3554 OR 13-3560.

28 11. "STALKING" MEANS A VIOLATION OF SECTION 13-2923.

29 12. "YEAR" MEANS A REGULAR AND CONSECUTIVE TWELVE MONTH PERIOD AS
30 DETERMINED BY THE EMPLOYER.

31 23-372. Accrual of earned paid sick time

1 A. EMPLOYEES OF AN EMPLOYER WITH FIFTEEN OR MORE EMPLOYEES ACCRUES A
2 MINIMUM OF ONE HOUR OF EARNED PAID SICK TIME FOR EVERY THIRTY HOURS WORKED.
3 EMPLOYEES ARE NOT ENTITLED TO ACCRUE OR USE MORE THAN FIFTY SIX HOURS OF
4 EARNED PAID SICK TIME PER YEAR, UNLESS THE EMPLOYER SELECTS A HIGHER LIMIT.

5 B. EMPLOYEES OF AN EMPLOYER WITH FEWER THAN FIFTEEN EMPLOYEES ACCRUE A
6 MINIMUM OF ONE HOUR OF EARNED PAID SICK TIME FOR EVERY THIRTY HOURS WORKED.
7 EMPLOYEES ARE NOT BE ENTITLED TO ACCRUE OR USE MORE THAN FORTY HOURS OF
8 EARNED PAID SICK TIME PER YEAR, UNLESS THE EMPLOYER SELECTS A HIGHER LIMIT.

9 C. IN DETERMINING THE NUMBER OF EMPLOYEES PERFORMING WORK FOR AN
10 EMPLOYER FOR COMPENSATION DURING A GIVEN WEEK, ALL EMPLOYEES PERFORMING WORK
11 FOR COMPENSATION ON A FULL-TIME, PART-TIME OR TEMPORARY BASIS SHALL BE
12 COUNTED. IF THE NUMBER OF EMPLOYEES WHO WORK FOR AN EMPLOYER FOR COMPENSATION
13 PER WEEK FLUCTUATES ABOVE AND BELOW FIFTEEN EMPLOYEES PER WEEK OVER THE
14 COURSE OF THE YEAR, AN EMPLOYER IS REQUIRED TO PROVIDE EARNED PAID SICK TIME
15 PURSUANT TO SUBSECTION A OF THIS SECTION IF IT MAINTAINED FIFTEEN OR MORE
16 EMPLOYEES ON THE PAYROLL FOR SOME PORTION OF A DAY IN EACH OF TWENTY
17 DIFFERENT CALENDAR WEEKS, WHETHER OR NOT THE WEEKS WERE CONSECUTIVE, IN
18 EITHER THE CURRENT OR THE PRECEDING YEAR IRRESPECTIVE OF WHETHER THE SAME
19 INDIVIDUALS WERE IN EMPLOYMENT IN EACH DAY.

20 D. ALL EMPLOYEES ACCRUE EARNED PAID SICK TIME AS FOLLOWS:

21 1. EARNED PAID SICK TIME AS PROVIDED IN THIS SECTION SHALL BEGIN TO
22 ACCRUE AT THE COMMENCEMENT OF EMPLOYMENT OR ON JULY 1, 2017, WHICHEVER IS
23 LATER. AN EMPLOYER MAY PROVIDE ALL EARNED PAID SICK TIME THAT AN EMPLOYEE IS
24 EXPECTED TO ACCRUE IN A YEAR AT THE BEGINNING OF THE YEAR.

25 2. AN EMPLOYEE MAY USE EARNED PAID SICK TIME AS IT ACCRUES, EXCEPT
26 THAT AN EMPLOYER MAY REQUIRE AN EMPLOYEE HIRED AFTER JULY 1, 2017, TO WAIT
27 UNTIL THE NINETIETH CALENDAR DAY AFTER COMMENCING EMPLOYMENT BEFORE USING
28 ACCRUED EARNED PAID SICK TIME, UNLESS OTHERWISE PERMITTED BY THE EMPLOYER.

29 3. EMPLOYEES WHO ARE EXEMPT FROM OVERTIME REQUIREMENTS UNDER THE FAIR
30 LABOR STANDARDS ACT OF 1938 (29 UNITED STATES CODE SECTION 213(A)(1)) WILL BE
31 ASSUMED TO WORK FORTY HOURS IN EACH WORK WEEK FOR PURPOSES OF EARNED PAID

1 SICK TIME ACCRUAL UNLESS THEIR NORMAL WORK WEEK IS LESS THAN FORTY HOURS, IN
2 WHICH CASE EARNED PAID SICK TIME ACCRUES BASED UPON THAT NORMAL WORK WEEK.

3 4. EARNED PAID SICK TIME SHALL BE CARRIED OVER TO THE FOLLOWING YEAR,
4 SUBJECT TO THE LIMITATIONS ON USAGE IN SUBSECTIONS A AND B OF THIS SECTION.
5 ALTERNATIVELY, IN LIEU OF CARRYOVER OF UNUSED EARNED PAID SICK TIME FROM ONE
6 YEAR TO THE NEXT, AN EMPLOYER MAY PAY AN EMPLOYEE FOR UNUSED EARNED PAID SICK
7 TIME AT THE END OF A YEAR AND PROVIDE THE EMPLOYEE WITH AN AMOUNT OF EARNED
8 PAID SICK TIME THAT MEETS OR EXCEEDS THE REQUIREMENTS OF THIS ARTICLE THAT IS
9 AVAILABLE FOR THE EMPLOYEE'S IMMEDIATE USE AT THE BEGINNING OF THE SUBSEQUENT
10 YEAR.

11 5. IF AN EMPLOYEE IS TRANSFERRED TO A SEPARATE DIVISION, ENTITY OR
12 LOCATION, BUT REMAINS EMPLOYED BY THE SAME EMPLOYER, THE EMPLOYEE IS ENTITLED
13 TO ALL EARNED PAID SICK TIME ACCRUED AT THE PRIOR DIVISION, ENTITY OR
14 LOCATION AND IS ENTITLED TO USE ALL EARNED PAID SICK TIME AS PROVIDED IN THIS
15 SECTION. IF THERE IS A SEPARATION FROM EMPLOYMENT AND THE EMPLOYEE IS REHIRED
16 WITHIN NINE MONTHS OF SEPARATION BY THE SAME EMPLOYER, PREVIOUSLY ACCRUED
17 EARNED PAID SICK TIME THAT HAD NOT BEEN USED SHALL BE REINSTATED. THE
18 EMPLOYEE IS ENTITLED TO USE ACCRUED EARNED PAID SICK TIME AND ACCRUE
19 ADDITIONAL EARNED PAID SICK TIME AT THE RECOMMENCEMENT OF EMPLOYMENT.

20 6. IF A DIFFERENT EMPLOYER SUCCEEDS OR TAKES THE PLACE OF AN EXISTING
21 EMPLOYER, ALL EMPLOYEES OF THE ORIGINAL EMPLOYER WHO REMAIN EMPLOYED BY THE
22 SUCCESSOR EMPLOYER ARE ENTITLED TO ALL EARNED PAID SICK TIME THEY ACCRUED
23 WHEN EMPLOYED BY THE ORIGINAL EMPLOYER, AND ARE ENTITLED TO USE EARNED PAID
24 SICK TIME PREVIOUSLY ACCRUED.

25 7. AT THE EMPLOYER'S DISCRETION, AN EMPLOYER MAY LOAN EARNED PAID SICK
26 TIME TO AN EMPLOYEE IN ADVANCE OF ACCRUAL BY SUCH EMPLOYEE.

27 E. ANY EMPLOYER WITH A PAID LEAVE POLICY, SUCH AS A PAID TIME OFF
28 POLICY, THAT MAKES AVAILABLE AN AMOUNT OF PAID LEAVE SUFFICIENT TO MEET THE
29 ACCRUAL REQUIREMENTS OF THIS SECTION THAT MAY BE USED FOR THE SAME PURPOSES
30 AND UNDER THE SAME CONDITIONS AS EARNED PAID SICK TIME UNDER THIS ARTICLE IS
31 NOT REQUIRED TO PROVIDE ADDITIONAL PAID SICK TIME.

1 F. THIS ARTICLE DOES NOT REQUIRE FINANCIAL OR OTHER REIMBURSEMENT TO
2 AN EMPLOYEE FROM AN EMPLOYER ON THE EMPLOYEE'S TERMINATION, RESIGNATION,
3 RETIREMENT OR OTHER SEPARATION FROM EMPLOYMENT FOR ACCRUED EARNED PAID SICK
4 TIME THAT HAS NOT BEEN USED.

5 23-373. Use of earned paid sick time

6 A. EARNED PAID SICK TIME SHALL BE PROVIDED TO AN EMPLOYEE BY AN
7 EMPLOYER FOR THE FOLLOWING:

8 1. AN EMPLOYEE'S MENTAL OR PHYSICAL ILLNESS, INJURY OR HEALTH
9 CONDITION, AN EMPLOYEE'S NEED FOR MEDICAL DIAGNOSIS, CARE OR TREATMENT OF A
10 MENTAL OR PHYSICAL ILLNESS, INJURY OR HEALTH CONDITION OR AN EMPLOYEE'S NEED
11 FOR PREVENTIVE MEDICAL CARE.

12 2. CARE OF A FAMILY MEMBER WITH A MENTAL OR PHYSICAL ILLNESS, INJURY
13 OR HEALTH CONDITION, CARE OF A FAMILY MEMBER WHO NEEDS MEDICAL DIAGNOSIS,
14 CARE, OR TREATMENT OF A MENTAL OR PHYSICAL ILLNESS, INJURY OR HEALTH
15 CONDITION OR CARE OF A FAMILY MEMBER WHO NEEDS PREVENTIVE MEDICAL CARE.

16 3. CLOSURE OF THE EMPLOYEE'S PLACE OF BUSINESS BY ORDER OF A PUBLIC
17 OFFICIAL DUE TO A PUBLIC HEALTH EMERGENCY OR AN EMPLOYEE'S NEED TO CARE FOR A
18 CHILD WHOSE SCHOOL OR PLACE OF CARE HAS BEEN CLOSED BY ORDER OF A PUBLIC
19 OFFICIAL DUE TO A PUBLIC HEALTH EMERGENCY, OR CARE FOR ONESELF OR A FAMILY
20 MEMBER IF IT HAS BEEN DETERMINED BY THE HEALTH AUTHORITIES HAVING
21 JURISDICTION OR BY A HEALTH CARE PROVIDER THAT THE EMPLOYEE'S OR FAMILY
22 MEMBER'S PRESENCE IN THE COMMUNITY MAY JEOPARDIZE THE HEALTH OF OTHERS
23 BECAUSE OF THE EMPLOYEE'S OR FAMILY MEMBER'S EXPOSURE TO A COMMUNICABLE
24 DISEASE, WHETHER OR NOT THE EMPLOYEE OR FAMILY MEMBER HAS ACTUALLY CONTRACTED
25 THE COMMUNICABLE DISEASE.

26 4. NOTWITHSTANDING SECTION 13-4439, ABSENCE NECESSARY DUE TO DOMESTIC
27 VIOLENCE, SEXUAL VIOLENCE, ABUSE OR STALKING, IF THE LEAVE IS TO ALLOW THE
28 EMPLOYEE TO OBTAIN FOR THE EMPLOYEE OR THE EMPLOYEE'S FAMILY MEMBER:

29 (a) MEDICAL ATTENTION NEEDED TO RECOVER FROM PHYSICAL OR PSYCHOLOGICAL
30 INJURY OR DISABILITY CAUSED BY DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR
31 STALKING.

1 (b) SERVICES FROM A DOMESTIC VIOLENCE OR SEXUAL VIOLENCE PROGRAM OR
2 VICTIM SERVICES ORGANIZATION.

3 (c) PSYCHOLOGICAL OR OTHER COUNSELING.

4 (d) RELOCATION OR TAKING STEPS TO SECURE AN EXISTING HOME DUE TO THE
5 DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR STALKING.

6 (e) LEGAL SERVICES, INCLUDING PREPARING FOR OR PARTICIPATING IN ANY
7 CIVIL OR CRIMINAL LEGAL PROCEEDING RELATED TO OR RESULTING FROM THE DOMESTIC
8 VIOLENCE, SEXUAL VIOLENCE, ABUSE OR STALKING.

9 B. EARNED PAID SICK TIME SHALL BE PROVIDED ON THE REQUEST OF AN
10 EMPLOYEE. THE REQUEST MAY BE MADE ORALLY, IN WRITING, BY ELECTRONIC MEANS OR
11 BY ANY OTHER MEANS ACCEPTABLE TO THE EMPLOYER. IF POSSIBLE, THE REQUEST SHALL
12 INCLUDE THE EXPECTED DURATION OF THE ABSENCE.

13 C. IF THE USE OF EARNED PAID SICK TIME IS FORESEEABLE, THE EMPLOYEE
14 SHALL MAKE A GOOD FAITH EFFORT TO PROVIDE NOTICE OF THE NEED FOR SUCH TIME TO
15 THE EMPLOYER IN ADVANCE OF THE USE OF THE EARNED PAID SICK TIME AND SHALL
16 MAKE A REASONABLE EFFORT TO SCHEDULE THE USE OF EARNED PAID SICK TIME IN A
17 MANNER THAT DOES NOT UNDULY DISRUPT THE OPERATIONS OF THE EMPLOYER.

18 D. AN EMPLOYER THAT REQUIRES NOTICE OF THE NEED TO USE EARNED PAID
19 SICK TIME IF THE NEED IS NOT FORESEEABLE SHALL PROVIDE A WRITTEN POLICY THAT
20 CONTAINS PROCEDURES FOR THE EMPLOYEE TO PROVIDE NOTICE. AN EMPLOYER THAT HAS
21 NOT PROVIDED TO THE EMPLOYEE A COPY OF THE EMPLOYER'S WRITTEN POLICY FOR
22 PROVIDING SUCH NOTICE SHALL NOT DENY EARNED PAID SICK TIME TO THE EMPLOYEE
23 BASED ON NONCOMPLIANCE WITH SUCH A POLICY.

24 E. AN EMPLOYER MAY NOT REQUIRE, AS A CONDITION OF AN EMPLOYEE'S TAKING
25 EARNED PAID SICK TIME, THAT THE EMPLOYEE SEARCH FOR OR FIND A REPLACEMENT
26 WORKER TO COVER THE HOURS DURING WHICH THE EMPLOYEE IS USING EARNED PAID SICK
27 TIME.

28 F. EARNED PAID SICK TIME MAY BE USED IN THE SMALLER OF HOURLY
29 INCREMENTS OR THE SMALLEST INCREMENT THAT THE EMPLOYER'S PAYROLL SYSTEM USES
30 TO ACCOUNT FOR ABSENCES OR USE OF OTHER TIME.

31 G. FOR EARNED PAID SICK TIME OF THREE OR MORE CONSECUTIVE WORK DAYS,
32 AN EMPLOYER MAY REQUIRE REASONABLE DOCUMENTATION THAT THE EARNED PAID SICK

1 TIME HAS BEEN USED FOR A PURPOSE COVERED BY SUBSECTION A OF THIS SECTION.
2 DOCUMENTATION SIGNED BY A HEALTH CARE PROFESSIONAL INDICATING THAT EARNED PAID
3 SICK TIME IS NECESSARY SHALL BE CONSIDERED REASONABLE DOCUMENTATION FOR THE
4 PURPOSES OF THIS SECTION. IN CASES OF DOMESTIC VIOLENCE, SEXUAL VIOLENCE,
5 ABUSE OR STALKING, ONE OF THE FOLLOWING TYPES OF DOCUMENTATION SELECTED BY
6 THE EMPLOYEE SHALL BE CONSIDERED REASONABLE DOCUMENTATION:

7 1. A POLICE REPORT INDICATING THAT THE EMPLOYEE OR THE EMPLOYEE'S
8 FAMILY MEMBER WAS A VICTIM OF DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR
9 STALKING;

10 2. A PROTECTIVE ORDER, INJUNCTION AGAINST HARASSMENT, GENERAL COURT
11 ORDER OR OTHER EVIDENCE FROM A COURT OR PROSECUTING ATTORNEY THAT THE
12 EMPLOYEE OR EMPLOYEE'S FAMILY MEMBER APPEARED, OR IS SCHEDULED TO APPEAR, IN
13 COURT IN CONNECTION WITH AN INCIDENT OF DOMESTIC VIOLENCE, SEXUAL VIOLENCE,
14 ABUSE, OR STALKING.

15 3. A SIGNED STATEMENT FROM A DOMESTIC VIOLENCE OR SEXUAL VIOLENCE
16 PROGRAM OR VICTIM SERVICES ORGANIZATION AFFIRMING THAT THE EMPLOYEE OR
17 EMPLOYEE'S FAMILY MEMBER IS RECEIVING SERVICES RELATED TO DOMESTIC VIOLENCE,
18 SEXUAL VIOLENCE, ABUSE OR STALKING.

19 4. A SIGNED STATEMENT FROM A WITNESS ADVOCATE AFFIRMING THAT THE
20 EMPLOYEE OR EMPLOYEE'S FAMILY MEMBER IS RECEIVING SERVICES FROM A VICTIM
21 SERVICES ORGANIZATION.

22 5. A SIGNED STATEMENT FROM AN ATTORNEY, MEMBER OF THE CLERGY OR A
23 MEDICAL OR OTHER PROFESSIONAL AFFIRMING THAT THE EMPLOYEE OR EMPLOYEE'S
24 FAMILY MEMBER IS A VICTIM OF DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR
25 STALKING.

26 6. AN EMPLOYEE'S WRITTEN STATEMENT AFFIRMING THAT THE EMPLOYEE OR THE
27 EMPLOYEE'S FAMILY MEMBER IS A VICTIM OF DOMESTIC VIOLENCE, SEXUAL VIOLENCE,
28 ABUSE OR STALKING, AND THAT THE LEAVE WAS TAKEN FOR ONE OF THE PURPOSES OF
29 SUBSECTION A, PARAGRAPH 4 OF THIS SECTION. THE EMPLOYEE'S WRITTEN STATEMENT,
30 BY ITSELF, IS REASONABLE DOCUMENTATION FOR ABSENCES UNDER THIS PARAGRAPH. THE
31 WRITTEN STATEMENT DOES NOT NEED TO BE IN AN AFFIDAVIT FORMAT OR NOTARIZED,
32 BUT SHALL BE LEGIBLE IF HANDWRITTEN AND SHALL REASONABLY MAKE CLEAR THE

1 EMPLOYEE'S IDENTITY AND, IF APPLICABLE, THE EMPLOYEE'S RELATIONSHIP TO THE
2 FAMILY MEMBER.

3 H. THE PROVISION OF DOCUMENTATION UNDER SUBSECTION G OF THIS SECTION
4 DOES NOT WAIVE OR DIMINISH ANY CONFIDENTIAL OR PRIVILEGED COMMUNICATIONS
5 BETWEEN A VICTIM OF DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR STALKING
6 WITH ONE OR MORE OF THE INDIVIDUALS NAMED IN SUBSECTION G OF THIS SECTION.

7 I. AN EMPLOYER MAY NOT REQUIRE THAT DOCUMENTATION UNDER SUBSECTION G
8 OF THIS SECTION EXPLAIN THE NATURE OF THE HEALTH CONDITION OR THE DETAILS OF
9 THE DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR STALKING.

10 23-374. Exercise of rights protected; retaliation prohibited

11 A. IT IS UNLAWFUL FOR AN EMPLOYER OR ANY OTHER PERSON TO INTERFERE
12 WITH, RESTRAIN OR DENY THE EXERCISE OF, OR THE ATTEMPT TO EXERCISE, ANY RIGHT
13 PROTECTED UNDER THIS ARTICLE.

14 B. AN EMPLOYER MAY NOT ENGAGE IN RETALIATION OR DISCRIMINATE AGAINST
15 AN EMPLOYEE OR FORMER EMPLOYEE BECAUSE THE PERSON HAS EXERCISED RIGHTS
16 PROTECTED UNDER THIS ARTICLE. SUCH RIGHTS INCLUDE THE RIGHT TO REQUEST OR USE
17 EARNED PAID SICK TIME PURSUANT TO THIS ARTICLE, THE RIGHT TO FILE A COMPLAINT
18 WITH THE COMMISSION OR COURTS OR INFORM ANY PERSON ABOUT ANY EMPLOYER'S
19 ALLEGED VIOLATION OF THIS ARTICLE, THE RIGHT TO PARTICIPATE IN AN
20 INVESTIGATION, HEARING OR PROCEEDING OR COOPERATE WITH OR ASSIST THE
21 COMMISSION IN THE COMMISSION'S INVESTIGATIONS OF ALLEGED VIOLATIONS OF THIS
22 ARTICLE AND THE RIGHT TO INFORM ANY PERSON OF THE PERSON'S POTENTIAL RIGHTS
23 UNDER THIS ARTICLE.

24 C. IT IS UNLAWFUL FOR AN EMPLOYER'S ABSENCE CONTROL POLICY TO COUNT
25 EARNED PAID SICK TIME TAKEN UNDER THIS ARTICLE AS AN ABSENCE THAT MAY LEAD TO
26 OR RESULT IN DISCIPLINE, DISCHARGE, DEMOTION, SUSPENSION OR ANY OTHER ADVERSE
27 ACTION.

28 D. PROTECTIONS OF THIS SECTION APPLY TO ANY PERSON WHO MISTAKENLY BUT
29 IN GOOD FAITH ALLEGES VIOLATIONS OF THIS ARTICLE.

30 23-375. Notice requirements; civil penalty

31 A. EMPLOYERS SHALL GIVE EMPLOYEES WRITTEN NOTICE OF THE FOLLOWING AT
32 THE COMMENCEMENT OF EMPLOYMENT OR BY JULY 1, 2017, WHICHEVER IS LATER:

1 EMPLOYEES ARE ENTITLED TO EARNED PAID SICK TIME AND THE AMOUNT OF EARNED PAID
2 SICK TIME, THE TERMS OF EARNED PAID SICK TIME USE GUARANTEED UNDER THIS
3 ARTICLE, THAT RETALIATION AGAINST EMPLOYEES WHO REQUEST OR USE EARNED PAID
4 SICK TIME IS PROHIBITED, THAT EACH EMPLOYEE HAS THE RIGHT TO FILE A COMPLAINT
5 IF EARNED PAID SICK TIME AS REQUIRED BY THIS ARTICLE IS DENIED BY THE
6 EMPLOYER OR THE EMPLOYEE IS SUBJECTED TO RETALIATION FOR REQUESTING OR TAKING
7 EARNED PAID SICK TIME, AND THE CONTACT INFORMATION FOR THE COMMISSION WHERE
8 QUESTIONS ABOUT RIGHTS AND RESPONSIBILITIES UNDER THIS ARTICLE CAN BE
9 ANSWERED.

10 B. THE NOTICE REQUIRED IN SUBSECTION A OF THIS SECTION SHALL BE IN
11 ENGLISH, SPANISH AND ANY LANGUAGE THAT IS DEEMED APPROPRIATE BY THE
12 COMMISSION.

13 C. THE AMOUNT OF EARNED PAID SICK TIME AVAILABLE TO THE EMPLOYEE, THE
14 AMOUNT OF EARNED PAID SICK TIME TAKEN BY THE EMPLOYEE TO DATE IN THE YEAR AND
15 THE AMOUNT OF PAY THE EMPLOYEE HAS RECEIVED AS EARNED PAID SICK TIME SHALL BE
16 RECORDED IN OR ON AN ATTACHMENT TO THE EMPLOYEE'S REGULAR PAYCHECK.

17 D. THE COMMISSION SHALL CREATE AND MAKE AVAILABLE TO EMPLOYERS, IN
18 ENGLISH, SPANISH AND ANY LANGUAGE DEEMED APPROPRIATE BY THE COMMISSION, MODEL
19 NOTICES THAT CONTAIN THE INFORMATION REQUIRED UNDER SUBSECTION A OF THIS
20 SECTION FOR EMPLOYERS' USE IN COMPLYING WITH SUBSECTION A OF THIS SECTION.

21 E. AN EMPLOYER WHO VIOLATES THE NOTICE REQUIREMENTS OF THIS SECTION IS
22 SUBJECT TO A CIVIL PENALTY PURSUANT TO SECTION 23-364, SUBSECTION F.

23 23-376. Implementation and enforcement

24 THE COMMISSION IS AUTHORIZED TO COORDINATE IMPLEMENTATION AND
25 ENFORCEMENT OF THIS ARTICLE AND SHALL ADOPT APPROPRIATE RULES FOR THE
26 IMPLEMENTATION AND ENFORCEMENT OF THIS ARTICLE.

27 23-377. Confidentiality and nondisclosure

28 A. AN EMPLOYER MAY NOT REQUIRE DISCLOSURE OF DETAILS RELATING TO
29 DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR STALKING OR THE DETAILS OF AN
30 EMPLOYEE'S OR AN EMPLOYEE'S FAMILY MEMBER'S HEALTH INFORMATION AS A CONDITION
31 OF PROVIDING EARNED PAID SICK TIME UNDER THIS ARTICLE.

1 B. IF AN EMPLOYER POSSESSES HEALTH INFORMATION OR INFORMATION
2 PERTAINING TO DOMESTIC VIOLENCE, SEXUAL VIOLENCE, ABUSE OR STALKING ABOUT AN
3 EMPLOYEE OR EMPLOYEE'S FAMILY MEMBER, THAT INFORMATION SHALL BE TREATED AS
4 CONFIDENTIAL AND NOT DISCLOSED EXCEPT TO THE AFFECTED EMPLOYEE OR WITH THE
5 PERMISSION OF THE AFFECTED EMPLOYEE.

6 23-378. Effect on other paid sick leave policies, federal law or other
7 local laws

8 A. THIS ARTICLE PROVIDES MINIMUM REQUIREMENTS PERTAINING TO EARNED
9 PAID SICK TIME AND SHALL NOT BE CONSTRUED TO PREEMPT, LIMIT OR OTHERWISE
10 AFFECT THE APPLICABILITY OF ANY OTHER LAW, REGULATION, REQUIREMENT, POLICY OR
11 STANDARD THAT PROVIDES FOR GREATER ACCRUAL OR USE BY EMPLOYEES OF EARNED PAID
12 SICK TIME OR THAT EXTENDS OTHER PROTECTIONS TO EMPLOYEES. THIS ARTICLE SHALL
13 NOT BE INTERPRETED OR APPLIED SO AS TO CREATE A CONFLICT WITH FEDERAL LAW.

14 B. THIS ARTICLE DOES NOT:

15 1. PROHIBIT AN EMPLOYER FROM THE ADOPTION OR RETENTION OF AN EARNED
16 PAID SICK TIME POLICY MORE GENEROUS THAN THE ONE REQUIRED BY THIS ARTICLE.

17 2. DIMINISH THE OBLIGATION OF AN EMPLOYER TO COMPLY WITH ANY CONTRACT,
18 COLLECTIVE BARGAINING AGREEMENT, EMPLOYMENT BENEFIT PLAN OR OTHER AGREEMENT
19 PROVIDING MORE GENEROUS PAID SICK TIME TO AN EMPLOYEE THAN REQUIRED BY THIS
20 ARTICLE.

21 3. DIMINISH THE RIGHTS OF PUBLIC EMPLOYEES REGARDING PAID SICK TIME OR
22 USE OF PAID SICK TIME.

23 4. SUPERSEDE ANY LOCAL LAW THAT PROVIDES GREATER RIGHTS TO PAID SICK
24 TIME THAN THE RIGHTS ESTABLISHED BY THIS ARTICLE.

25 23-379. Outreach program

26 THE COMMISSION MAY DEVELOP AND IMPLEMENT A MULTILINGUAL OUTREACH
27 PROGRAM TO INFORM EMPLOYEES, PARENTS AND PERSONS WHO ARE UNDER THE CARE OF A
28 HEALTH CARE PROVIDER ABOUT THE AVAILABILITY OF EARNED PAID SICK TIME UNDER
29 THIS ARTICLE. THE OUTREACH PROGRAM MAY INCLUDE THE DISTRIBUTION OF NOTICES
30 AND OTHER WRITTEN MATERIALS IN ENGLISH, SPANISH AND ANY LANGUAGE DEEMED
31 APPROPRIATE BY THE COMMISSION TO ALL CHILD CARE AND ELDER CARE PROVIDERS,

1 DOMESTIC VIOLENCE SHELTERS, SCHOOLS, HOSPITALS, COMMUNITY HEALTH CENTERS AND
2 OTHER HEALTH CARE PROVIDERS.

3 23-380. Collective bargaining agreements

4 ALL OR ANY PORTION OF THE EARNED PAID SICK TIME REQUIREMENTS PROVIDED
5 BY THIS ARTICLE DO NOT APPLY TO EMPLOYEES COVERED BY A VALID COLLECTIVE
6 BARGAINING AGREEMENT, TO THE EXTENT THAT THE REQUIREMENTS ARE EXPRESSLY
7 WAIVED IN THE COLLECTIVE BARGAINING AGREEMENT IN CLEAR AND UNAMBIGUOUS TERMS.
8 THE PROVISIONS OF THIS ARTICLE DO NOT APPLY TO EMPLOYEES COVERED BY A
9 COLLECTIVE BARGAINING AGREEMENT IN EFFECT ON THE EFFECTIVE DATE OF THIS ACT
10 UNTIL THE STATED EXPIRATION DATE IN THE COLLECTIVE BARGAINING AGREEMENT."

11 Amend title to conform

KATIE HOBBS

HCR2014HOBBS
03/21/2016
01:51 PM