

REFERENCE TITLE: paid sick and safe time

State of Arizona  
House of Representatives  
Forty-ninth Legislature  
Second Regular Session  
2010

# HB 2741

Introduced by  
Representatives Tovar, Ableser, Garcia M, Sinema: Farley, Heinz, Miranda  
B, Pancrazi, Quelland

AN ACT

AMENDING TITLE 23, CHAPTER 2, ARIZONA REVISED STATUTES, BY ADDING ARTICLE  
8.1; RELATING TO PAID SICK AND SAFE TIME LEAVE.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 23, chapter 2, Arizona Revised Statutes, is amended  
3 by adding article 8.1, to read:

4 ARTICLE 8.1. PAID SICK AND SAFE TIME LEAVE

5 23-371. Definitions

6 IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

7 1. "COMMISSION" MEANS THE INDUSTRIAL COMMISSION OF ARIZONA.

8 2. "DOMESTIC VIOLENCE" HAS THE SAME MEANING PRESCRIBED IN SECTION  
9 13-3601.

10 3. "EMPLOYEE" HAS THE SAME MEANING PRESCRIBED IN SECTION 23-362.

11 4. "EMPLOYER" HAS THE SAME MEANING PRESCRIBED IN SECTION 23-362.

12 5. "FAMILY MEMBER" MEANS:

13 (a) A BIOLOGICAL, ADOPTED OR FOSTER CHILD, A STEPCHILD OR LEGAL WARD,  
14 A CHILD OF A DOMESTIC PARTNER OR A CHILD FOR WHOM THE EMPLOYEE SERVES AS A  
15 TEMPORARY GUARDIAN.

16 (b) A BIOLOGICAL, FOSTER OR ADOPTIVE PARENT OR LEGAL GUARDIAN OF THE  
17 EMPLOYEE OR THE EMPLOYEE'S SPOUSE OR DOMESTIC PARTNER, A STEPPARENT OF THE  
18 EMPLOYEE OR THE EMPLOYEE'S SPOUSE OR DOMESTIC PARTNER OR A PERSON WHO WAS A  
19 TEMPORARY GUARDIAN OF THE EMPLOYEE WHEN THE EMPLOYEE WAS A MINOR.

20 (c) THE SPOUSE OR DOMESTIC PARTNER OF THE EMPLOYEE.

21 (d) A GRANDPARENT OR A SPOUSE OR DOMESTIC PARTNER OF A GRANDPARENT.

22 (e) A BIOLOGICAL, FOSTER OR ADOPTED SIBLING OR A SPOUSE OR DOMESTIC  
23 PARTNER OF A BIOLOGICAL, FOSTER OR ADOPTED SIBLING.

24 (f) A GRANDCHILD.

25 (g) ANY OTHER INDIVIDUAL RELATED BY BLOOD OR AFFINITY WHOSE CLOSE  
26 ASSOCIATION WITH THE EMPLOYEE IS THE EQUIVALENT OF A FAMILY RELATIONSHIP.

27 6. "HEALTH PROFESSIONAL" HAS THE SAME MEANING PRESCRIBED IN SECTION  
28 32-3201.

29 7. "PAID SICK AND SAFE TIME" MEANS TIME THAT IS PROVIDED BY AN  
30 EMPLOYER TO AN EMPLOYEE FOR THE PURPOSES DESCRIBED IN SECTION 23-373.

31 8. "RETALIATORY PERSONNEL ACTION" MEANS THE DISCHARGE, SUSPENSION OR  
32 DEMOTION BY AN EMPLOYER OF AN EMPLOYEE OR ANY OTHER ADVERSE ACTION TAKEN BY  
33 AN EMPLOYER AGAINST AN EMPLOYEE AND INCLUDES ANY SANCTIONS AGAINST A  
34 RECIPIENT OF PUBLIC BENEFITS.

35 9. "SEXUAL ASSAULT" MEANS THE INTENTIONAL OR KNOWING ENGAGING IN  
36 SEXUAL INTERCOURSE OR ORAL SEXUAL CONTACT WITH ANY PERSON WITHOUT CONSENT OF  
37 THAT PERSON AS PROHIBITED BY SECTION 13-1406.

38 10. "SMALL BUSINESS" MEANS A BUSINESS THAT QUALIFIES AS A SMALL  
39 BUSINESS PURSUANT TO SECTION 23-379.

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

41 23-372. Accrual of paid sick or safe time

42 A. AN EMPLOYEE WHO WORKS IN THIS STATE FOR MORE THAN \_\_\_\_ HOURS IN A  
43 YEAR IS ENTITLED TO PAID SICK AND SAFE TIME AS PROVIDED IN THIS SECTION.

44 B. AN EMPLOYEE ACCRUES A MINIMUM OF ONE HOUR OF PAID SICK AND SAFE  
45 TIME FOR EVERY \_\_\_\_ HOURS WORKED. AN EMPLOYEE MAY NOT ACCRUE MORE THAN \_\_\_\_

1 HOURS OF PAID SICK AND SAFE TIME IN A CALENDAR YEAR, UNLESS THE EMPLOYER  
2 SELECTS A HIGHER LIMIT.

3 C. AN EMPLOYEE OF A SMALL BUSINESS MAY NOT ACCRUE MORE THAN \_\_\_ HOURS  
4 OF PAID SICK AND SAFE TIME IN A CALENDAR YEAR, UNLESS THE EMPLOYER SELECTS A  
5 HIGHER LIMIT.

6 D. AN EMPLOYEE WHO IS EXEMPT FROM OVERTIME REQUIREMENTS UNDER 29  
7 UNITED STATES CODE SECTION 213(a)(1) IS ASSUMED TO WORK FORTY HOURS IN EACH  
8 WORK WEEK FOR THE PURPOSES OF PAID SICK AND SAFE TIME ACCRUAL, UNLESS THE  
9 EMPLOYEE'S NORMAL WORK WEEK IS FEWER THAN FORTY HOURS. IF THE EMPLOYEE'S  
10 WORK WEEK IS FEWER THAN FORTY HOURS, PAID SICK AND SAFE TIME ACCRUES BASED ON  
11 THE NUMBER OF HOURS ACTUALLY WORKED.

12 E. PAID SICK AND SAFE TIME BEGINS TO ACCRUE AT THE COMMENCEMENT OF  
13 EMPLOYMENT.

14 F. AN EMPLOYEE MAY USE ACCRUED PAID SICK AND SAFE TIME BEGINNING ON  
15 THE \_\_\_\_\_ CALENDAR DAY AFTER COMMENCEMENT OF EMPLOYMENT. AFTER THE \_\_\_\_\_  
16 CALENDAR DAY OF EMPLOYMENT, AN EMPLOYEE MAY USE PAID SICK AND SAFE TIME AS IT  
17 IS ACCRUED.

18 G. PAID SICK AND SAFE TIME SHALL BE CARRIED OVER TO THE FOLLOWING  
19 CALENDAR YEAR, EXCEPT THAT AN EMPLOYEE OF A SMALL BUSINESS MAY NOT USE MORE  
20 THAN \_\_\_\_\_ HOURS OF PAID SICK AND SAFE TIME IN A CALENDAR YEAR AND AN  
21 EMPLOYEE OF ANY OTHER BUSINESS MAY NOT USE MORE THAN \_\_\_\_\_ HOURS OF PAID SICK  
22 AND SAFE TIME IN A CALENDAR YEAR.

23 H. IF AN EMPLOYER PROVIDES A PAID LEAVE THAT MEETS THE ACCRUAL  
24 REQUIREMENTS OF THIS SECTION AND THAT MAY BE USED FOR THE SAME PURPOSES AND  
25 UNDER THE SAME CONDITIONS AS PRESCRIBED IN THIS SECTION, THE EMPLOYER IS NOT  
26 REQUIRED TO PROVIDE ADDITIONAL PAID SICK AND SAFE TIME.

27 I. THIS SECTION DOES NOT REQUIRE FINANCIAL OR OTHER REIMBURSEMENT TO  
28 AN EMPLOYEE FROM AN EMPLOYER FOR ACCRUED PAID SICK AND SAFE TIME ON THE  
29 EMPLOYEE'S TERMINATION, RESIGNATION, RETIREMENT OR OTHER SEPARATION FROM  
30 EMPLOYMENT.

31 J. IF AN EMPLOYEE IS TRANSFERRED TO A SEPARATE DIVISION, ENTITY OR  
32 LOCATION, BUT REMAINS EMPLOYED BY THE SAME EMPLOYER, THE EMPLOYEE IS ENTITLED  
33 TO USE ALL UNUSED PAID SICK AND SAFE TIME ACCRUED WHILE WORKING AT THE PRIOR  
34 DIVISION, ENTITY OR LOCATION. IF THERE IS A SEPARATION FROM EMPLOYMENT AND  
35 THE EMPLOYEE IS REHIRED WITHIN \_\_\_\_\_ MONTHS OF SEPARATION BY THE SAME  
36 EMPLOYER, PREVIOUSLY ACCRUED PAID SICK AND SAFE TIME THAT HAD NOT BEEN USED  
37 SHALL BE REINSTATED. THE EMPLOYEE MAY USE ACCRUED PAID SICK AND SAFE TIME AND  
38 ACCRUE ADDITIONAL PAID SICK AND SAFE TIME AT THE COMMENCEMENT OF THE  
39 REEMPLOYMENT.

40 K. THE EMPLOYER MAY LEND PAID SICK AND SAFE TIME TO THE EMPLOYEE IN  
41 ADVANCE OF ACCRUAL OF THE TIME BY THE EMPLOYEE.

42 L. THIS ARTICLE SHALL NOT BE CONSTRUED:

43 1. TO DISCOURAGE OR PROHIBIT AN EMPLOYER FROM THE ADOPTION OR  
44 RETENTION OF A PAID LEAVE POLICY THAT IS MORE GENEROUS THAN THE PAID SICK AND  
45 SAFE TIME POLICY.

1           2. AS DIMINISHING THE OBLIGATION OF AN EMPLOYER TO COMPLY WITH ANY  
2 CONTRACT, COLLECTIVE BARGAINING AGREEMENT, EMPLOYMENT BENEFIT PLAN OR OTHER  
3 AGREEMENT PROVIDING MORE GENEROUS SICK AND SAFE TIME LEAVE TO AN EMPLOYEE  
4 THAN REQUIRED IN THIS ARTICLE.

5           3. AS DIMINISHING THE RIGHTS OF PUBLIC EMPLOYEES REGARDING PAID SICK  
6 AND SAFE TIME OR USE OF PAID SICK AND SAFE TIME AS OTHERWISE PROVIDED BY LAW.

7           4. TO PREEMPT, LIMIT OR OTHERWISE AFFECT THE APPLICABILITY OF ANY  
8 OTHER LAW, REGULATION, REQUIREMENT, POLICY OR STANDARD THAT PROVIDES FOR  
9 GREATER ACCRUAL OR USE BY EMPLOYEES OF SICK AND SAFE TIME, WHETHER PAID OR  
10 UNPAID, OR THAT EXTENDS OTHER PROTECTIONS TO EMPLOYEES.

11           23-373. Use of paid sick or safe time

12           A. AN EMPLOYER SHALL PROVIDE AN EMPLOYEE PAID SICK AND SAFE TIME FOR  
13 ANY OF THE FOLLOWING:

14           1. AN EMPLOYEE'S:

15           (a) MENTAL OR PHYSICAL ILLNESS, INJURY OR HEALTH CONDITION.

16           (b) NEED FOR MEDICAL DIAGNOSIS, CARE OR TREATMENT OF A MENTAL OR  
17 PHYSICAL ILLNESS, INJURY OR HEALTH CONDITION.

18           (c) NEED FOR PREVENTIVE MEDICAL CARE.

19           2. CARE OF A FAMILY MEMBER:

20           (a) WITH A MENTAL OR PHYSICAL ILLNESS, INJURY OR HEALTH CONDITION.

21           (b) WHO NEEDS MEDICAL DIAGNOSIS, CARE OR TREATMENT OF A MENTAL OR  
22 PHYSICAL ILLNESS, INJURY OR HEALTH CONDITION.

23           (c) WHO NEEDS PREVENTIVE MEDICAL CARE.

24           3. CLOSURE OF THE EMPLOYEE'S PLACE OF BUSINESS BY ORDER OF A PUBLIC  
25 OFFICIAL DUE TO A PUBLIC HEALTH EMERGENCY.

26           4. AN EMPLOYEE'S NEED TO CARE FOR A CHILD WHOSE SCHOOL OR PLACE OF  
27 CARE HAS BEEN CLOSED BY ORDER OF A PUBLIC OFFICIAL DUE TO A PUBLIC HEALTH  
28 EMERGENCY.

29           5. AN EMPLOYEE'S NEED TO CARE FOR A FAMILY MEMBER IF IT HAS BEEN  
30 DETERMINED BY THE HEALTH AUTHORITIES HAVING JURISDICTION OR BY A HEALTH CARE  
31 PROVIDER THAT THE FAMILY MEMBER'S PRESENCE IN THE COMMUNITY WOULD JEOPARDIZE  
32 THE HEALTH OF OTHERS BECAUSE OF THE FAMILY MEMBER'S EXPOSURE TO A  
33 COMMUNICABLE DISEASE, WHETHER THE FAMILY MEMBER HAS ACTUALLY CONTRACTED THE  
34 COMMUNICABLE DISEASE.

35           6. ABSENCE NECESSARY DUE TO DOMESTIC VIOLENCE, SEXUAL ASSAULT OR  
36 STALKING, IF THE LEAVE IS TO DO ANY OF THE FOLLOWING:

37           (a) SEEK MEDICAL ATTENTION FOR THE EMPLOYEE OR EMPLOYEE'S CHILD,  
38 SPOUSE, PARENT, GRANDPARENT OR EXTENDED FAMILY MEMBER TO RECOVER FROM  
39 PHYSICAL OR PSYCHOLOGICAL INJURY OR DISABILITY CAUSED BY DOMESTIC VIOLENCE,  
40 SEXUAL ASSAULT OR STALKING.

41           (b) OBTAIN SERVICES FROM A VICTIM SERVICES ORGANIZATION.

42           (c) OBTAIN PSYCHOLOGICAL OR OTHER COUNSELING.

43           (d) SEEK RELOCATION DUE TO THE DOMESTIC VIOLENCE, SEXUAL ASSAULT OR  
44 STALKING.

1 (e) TAKE LEGAL ACTION, INCLUDING PREPARING FOR OR PARTICIPATING IN ANY  
2 CIVIL OR CRIMINAL LEGAL PROCEEDING RELATED TO OR RESULTING FROM THE DOMESTIC  
3 VIOLENCE, SEXUAL ASSAULT OR STALKING.

4 B. THE EMPLOYER SHALL PROVIDE PAID SICK AND SAFE TIME ON THE ORAL  
5 REQUEST OF AN EMPLOYEE. IF POSSIBLE, THE EMPLOYEE SHALL INCLUDE IN THE  
6 REQUEST THE EXPECTED DURATION OF THE ABSENCE.

7 C. IF THE USE OF PAID SICK AND SAFE TIME IS FORESEEABLE, THE EMPLOYEE  
8 SHALL DO BOTH OF THE FOLLOWING:

9 1. MAKE A GOOD FAITH EFFORT TO PROVIDE NOTICE OF THE NEED FOR THE TIME  
10 TO THE EMPLOYER IN ADVANCE OF THE USE OF THE PAID SICK AND SAFE TIME.

11 2. MAKE A REASONABLE EFFORT TO SCHEDULE THE USE OF PAID SICK AND SAFE  
12 TIME IN A MANNER THAT DOES NOT UNDULY DISRUPT THE OPERATIONS OF THE EMPLOYER.

13 D. PAID SICK AND SAFE TIME SHALL BE COMPENSATED AT THE SAME HOURLY  
14 RATE AND WITH THE SAME BENEFITS, INCLUDING HEALTH CARE BENEFITS, AS THE  
15 EMPLOYEE NORMALLY EARNS DURING HOURS WORKED, EXCEPT THAT THE HOURLY WAGE  
16 SHALL NOT BE LESS THAN THAT PRESCRIBED IN SECTION 23-363.

17 E. ACCRUED PAID SICK AND SAFE TIME MAY BE USED IN THE SMALLER OF  
18 HOURLY INCREMENTS OR THE SMALLEST INCREMENT THAT THE EMPLOYER'S PAYROLL  
19 SYSTEM USES TO ACCOUNT FOR ABSENCES OR USE OF OTHER TIME.

20 F. FOR PAID SICK AND SAFE TIME OF MORE THAN THREE CONSECUTIVE DAYS, AN  
21 EMPLOYER MAY REQUIRE REASONABLE DOCUMENTATION THAT THE PAID SICK AND SAFE  
22 TIME IS FOR A PURPOSE PRESCRIBED BY SUBSECTION A OF THIS SECTION. REASONABLE  
23 DOCUMENTATION INCLUDES:

24 1. DOCUMENTATION SIGNED BY A HEALTH CARE PROFESSIONAL INDICATING THAT  
25 SICK TIME IS NECESSARY.

26 2. A POLICE REPORT INDICATING THAT THE EMPLOYEE WAS A VICTIM OF  
27 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING.

28 3. A COURT ORDER OR A SIGNED STATEMENT FROM A VICTIM AND WITNESS  
29 ADVOCATE AFFIRMING THAT THE EMPLOYEE IS INVOLVED IN LEGAL ACTION RELATED TO  
30 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING.

31 G. AN EMPLOYER MAY NOT REQUIRE THAT THE DOCUMENTATION EXPLAIN THE  
32 NATURE OF THE ILLNESS OR THE DETAILS OF THE VIOLENCE. IF AN EMPLOYER CHOOSES  
33 TO REQUIRE DOCUMENTATION FOR SICK TIME AND THE EMPLOYEE DOES NOT HAVE HEALTH  
34 INSURANCE, THE EMPLOYER IS RESPONSIBLE FOR PAYING ALL OF OUT OF POCKET  
35 EXPENSES THE EMPLOYEE INCURS IN OBTAINING THE DOCUMENTATION. IF THE EMPLOYEE  
36 DOES HAVE HEALTH INSURANCE, THE EMPLOYER IS RESPONSIBLE FOR PAYING ANY COSTS  
37 CHARGED TO THE EMPLOYEE BY THE HEALTH CARE PROVIDER FOR PROVIDING THE  
38 SPECIFIC DOCUMENTATION REQUIRED BY THE EMPLOYER.

39 H. AN EMPLOYER MAY NOT REQUIRE, AS A CONDITION OF PROVIDING PAID SICK  
40 AND SAFE TIME THAT THE EMPLOYEE SEARCH FOR OR FIND A REPLACEMENT WORKER TO  
41 COVER THE HOURS DURING WHICH THE EMPLOYEE IS ON PAID SICK AND SAFE TIME.

42 23-374. Protection of rights; retaliation prohibition

43 A. IT IS UNLAWFUL FOR AN EMPLOYER OR ANY OTHER PERSON TO INTERFERE  
44 WITH, RESTRAIN OR DENY THE EXERCISE OF, OR THE ATTEMPT TO EXERCISE, ANY RIGHT  
45 PROVIDED UNDER THIS ARTICLE.

1           B. AN EMPLOYER SHALL NOT TAKE RETALIATORY PERSONNEL ACTION OR  
2 DISCRIMINATE AGAINST AN EMPLOYEE BECAUSE THE EMPLOYEE HAS EXERCISED RIGHTS  
3 PROVIDED UNDER THIS ARTICLE. THESE RIGHTS INCLUDE THE RIGHT TO:  
4           1. USE PAID SICK AND SAFE TIME.  
5           2. FILE A COMPLAINT OR INFORM ANY PERSON ABOUT ANY EMPLOYER'S ALLEGED  
6 VIOLATION OF THIS ARTICLE.  
7           3. COOPERATE WITH THE COMMISSION IN ITS INVESTIGATIONS OF ALLEGED  
8 VIOLATIONS OF THIS ARTICLE.  
9           4. INFORM ANY PERSON OF POTENTIAL RIGHTS UNDER THIS SECTION.  
10          C. IT IS UNLAWFUL FOR AN EMPLOYER TO COUNT PAID SICK AND SAFE TIME  
11 TAKEN AS AN ABSENCE THAT MAY RESULT IN DISCIPLINE, DISCHARGE, DEMOTION,  
12 SUSPENSION OR ANY OTHER ADVERSE ACTION.  
13          D. THE PROTECTIONS OF THIS SECTION APPLY TO ANY PERSON WHO ALLEGES  
14 VIOLATIONS OF THIS SECTION IN GOOD FAITH, EVEN IF THE ALLEGATIONS ARE IN  
15 ERROR.  
16          E. A REBUTTABLE PRESUMPTION OF UNLAWFUL RETALIATION EXISTS IF AN  
17 EMPLOYER TAKES ADVERSE ACTION AGAINST A PERSON WITHIN NINETY DAYS AFTER THAT  
18 PERSON DOES ANY OF THE FOLLOWING:  
19           1. FILES A COMPLAINT WITH THE COMMISSION OR A COURT ALLEGING A  
20 VIOLATION OF THIS SECTION.  
21           2. INFORMS ANY PERSON ABOUT AN EMPLOYER'S ALLEGED VIOLATION OF THIS  
22 SECTION.  
23           3. COOPERATES WITH THE COMMISSION OR OTHER PERSONS IN THE  
24 INVESTIGATION OR PROSECUTION OF ANY ALLEGED VIOLATION OF THIS SECTION.  
25           4. OPPOSES ANY POLICY, PRACTICE OR ACT THAT IS UNLAWFUL UNDER THIS  
26 SECTION.  
27           5. INFORMS ANY PERSON OF THE RIGHTS UNDER THIS SECTION.  
28           23-375. Notice and posting: civil penalty  
29          A. AN EMPLOYER SHALL GIVE NOTICE AS PROVIDED IN THIS SECTION THAT  
30 STATES ALL OF THE FOLLOWING:  
31           1. EMPLOYEES ARE ENTITLED TO PAID SICK AND SAFE TIME, THE AMOUNT OF  
32 PAID SICK AND SAFE TIME AND THE TERMS OF ITS USE GUARANTEED UNDER THIS  
33 ARTICLE.  
34           2. RETALIATION AGAINST EMPLOYEES WHO REQUEST OR USE PAID SICK AND SAFE  
35 TIME IS PROHIBITED.  
36           3. EACH EMPLOYEE MAY FILE A COMPLAINT OR BRING A CIVIL ACTION IF PAID  
37 SICK AND SAFE TIME IS DENIED BY THE EMPLOYER OR THE EMPLOYEE IS RETALIATED  
38 AGAINST FOR REQUESTING OR TAKING PAID SICK AND SAFE TIME.  
39          B. AN EMPLOYER MAY COMPLY WITH THIS SECTION BY SUPPLYING EACH EMPLOYEE  
40 WITH A NOTICE THAT CONTAINS IN ENGLISH AND IN ANY LANGUAGE THAT IS THE FIRST  
41 LANGUAGE SPOKEN BY AT LEAST FIVE PER CENT OF THE EMPLOYER'S WORKFORCE THE  
42 INFORMATION REQUIRED IN SUBSECTION A.  
43          C. AN EMPLOYER MAY COMPLY WITH THIS SECTION BY DISPLAYING A POSTER IN  
44 A CONSPICUOUS AND ACCESSIBLE PLACE IN EACH ESTABLISHMENT WHERE EMPLOYEES ARE  
45 EMPLOYED THAT CONTAINS IN ENGLISH AND IN ANY LANGUAGE THAT IS THE FIRST

1 LANGUAGE SPOKEN BY AT LEAST FIVE PER CENT OF THE EMPLOYER'S WORKFORCE THE  
2 INFORMATION REQUIRED IN SUBSECTION A.

3 D. THE COMMISSION SHALL CREATE AND MAKE AVAILABLE TO EMPLOYERS POSTERS  
4 THAT CONTAIN THE INFORMATION REQUIRED UNDER SUBSECTION A FOR THEIR USE IN  
5 COMPLYING WITH THIS SECTION.

6 E. AN EMPLOYER WHO WILFULLY VIOLATES THE NOTICE AND POSTING  
7 REQUIREMENTS OF THIS SECTION IS SUBJECT TO A CIVIL PENALTY IN AN AMOUNT NOT  
8 TO EXCEED ONE HUNDRED DOLLARS FOR EACH SEPARATE VIOLATION.

9 23-376. Employer records

10 A. AN EMPLOYER SHALL RETAIN RECORDS DOCUMENTING HOURS WORKED BY  
11 EMPLOYEES AND PAID SICK AND SAFE TIME TAKEN BY EMPLOYEES FOR A PERIOD OF AT  
12 LEAST FIVE YEARS AND SHALL ALLOW THE COMMISSION ACCESS TO THESE RECORDS, WITH  
13 APPROPRIATE NOTICE AND AT A MUTUALLY AGREEABLE TIME, TO MONITOR COMPLIANCE  
14 WITH THE REQUIREMENTS OF THIS ARTICLE.

15 B. AN EMPLOYER IS PRESUMED TO HAVE VIOLATED THIS ARTICLE, ABSENT CLEAR  
16 AND CONVINCING EVIDENCE TO THE CONTRARY, IF THE EMPLOYER DOES EITHER OF THE  
17 FOLLOWING:

18 1. FAILS TO MAINTAIN OR RETAIN ADEQUATE RECORDS DOCUMENTING HOURS  
19 WORKED BY THE EMPLOYEE AND PAID SICK AND SAFE TIME TAKEN BY THE EMPLOYEE.

20 2. DOES NOT ALLOW THE COMMISSION REASONABLE ACCESS TO THESE RECORDS.

21 23-377. Enforcement

22 A. THE COMMISSION SHALL IMPLEMENT AND ENFORCE THIS ARTICLE AND SHALL  
23 ADOPT RULES FOR THESE PURPOSES.

24 B. AN EMPLOYEE OR OTHER PERSON MAY REPORT TO THE COMMISSION ANY  
25 SUSPECTED VIOLATION OF THIS ARTICLE. THE COMMISSION SHALL KEEP CONFIDENTIAL  
26 THE NAME AND OTHER IDENTIFYING INFORMATION OF THE EMPLOYEE OR PERSON  
27 REPORTING THE VIOLATION, EXCEPT THAT THE COMMISSION MAY DISCLOSE THIS  
28 INFORMATION AS AUTHORIZED BY THE EMPLOYEE OR OTHER PERSON AS NECESSARY TO  
29 ENFORCE THIS SECTION OR FOR OTHER APPROPRIATE PURPOSES.

30 23-378. Confidentiality

31 A. AN EMPLOYER MAY NOT REQUIRE DISCLOSURE OF DETAILS RELATING TO  
32 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING OR THE DETAILS OF AN EMPLOYEE'S  
33 MEDICAL CONDITION AS A CONDITION OF RECEIVING PAID SICK AND SAFE TIME LEAVE.

34 B. IF AN EMPLOYER POSSESSES HEALTH INFORMATION OR INFORMATION RELATING  
35 TO DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING ABOUT AN EMPLOYEE OR  
36 EMPLOYEE'S FAMILY MEMBER, THIS INFORMATION SHALL BE TREATED AS CONFIDENTIAL  
37 AND SHALL NOT BE DISCLOSED EXCEPT TO THE AFFECTED EMPLOYEE OR WITH THE  
38 PERMISSION OF THE AFFECTED EMPLOYEE.

39 23-379. Determination of small business

40 A. A SMALL BUSINESS IS ANY PRIVATE INDIVIDUAL, FIRM, PARTNERSHIP,  
41 INSTITUTION, CORPORATION OR ASSOCIATION FOR WHICH FEWER THAN \_\_\_\_ PERSONS  
42 WORK FOR COMPENSATION DURING A GIVEN WEEK.

43 B. IN DETERMINING THE NUMBER OF PERSONS PERFORMING WORK FOR  
44 COMPENSATION DURING A GIVEN WEEK, ALL PERSONS PERFORMING WORK FOR  
45 COMPENSATION ON A FULL-TIME, PART-TIME OR TEMPORARY BASIS ARE COUNTED,

1 INCLUDING PERSONS MADE AVAILABLE TO WORK THROUGH THE SERVICES OF A TEMPORARY  
2 SERVICES OR STAFFING AGENCY OR SIMILAR ENTITY. IF THE NUMBER OF PERSONS WHO  
3 WORK FOR COMPENSATION PER WEEK FLUCTUATES ABOVE AND BELOW \_\_\_\_ PERSONS PER  
4 WEEK OVER THE COURSE OF A YEAR, AN EMPLOYER IS NOT CONSIDERED A SMALL  
5 BUSINESS IF IT MAINTAINED \_\_\_\_\_ OR MORE PERSONS ON THE PAYROLL DURING TWENTY  
6 OR MORE CALENDAR WORKWEEKS IN EITHER THE CURRENT OR THE PRECEDING CALENDAR  
7 YEAR.

8 Sec. 2. Effect on existing collective bargaining agreements

9 If an employer and employees have a collective bargaining agreement in  
10 effect on the effective date of this act, this act applies to that employer  
11 and employees on the termination of the collective bargaining agreement.