

REFERENCE TITLE: paid sick and safe time

State of Arizona  
House of Representatives  
Fifty-first Legislature  
First Regular Session  
2013

## **HB 2640**

Introduced by  
Representatives Larkin, Gallego, Wheeler: Campbell, Cardenas, Escamilla,  
Hernández, Mach, McCune Davis, Miranda, Saldate, Sherwood

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

39 23-372. Accrual of paid sick and safe time

40 A. AN EMPLOYEE ACCRUES A MINIMUM OF ONE HOUR OF PAID SICK AND SAFE  
41 TIME FOR EVERY THIRTY HOURS WORKED. AN EMPLOYEE MAY NOT ACCRUE MORE THAN  
42 SEVENTY-TWO HOURS OF PAID SICK AND SAFE TIME IN A CALENDAR YEAR, UNLESS THE  
43 EMPLOYER SELECTS A HIGHER LIMIT.

44 B. AN EMPLOYEE WHO IS EXEMPT FROM OVERTIME REQUIREMENTS UNDER 29  
45 UNITED STATES CODE SECTION 213(a)(1) IS ASSUMED TO WORK FORTY HOURS IN EACH

1 WORK WEEK FOR THE PURPOSES OF PAID SICK AND SAFE TIME ACCRUAL, UNLESS THE  
2 EMPLOYEE'S NORMAL WORK WEEK IS FEWER THAN FORTY HOURS. IF THE EMPLOYEE'S  
3 WORK WEEK IS FEWER THAN FORTY HOURS, PAID SICK AND SAFE TIME ACCRUES BASED ON  
4 THE NUMBER OF HOURS ACTUALLY WORKED.

5 C. PAID SICK AND SAFE TIME BEGINS TO ACCRUE AT THE COMMENCEMENT OF  
6 EMPLOYMENT.

7 D. AN EMPLOYEE MAY USE ACCRUED PAID SICK AND SAFE TIME BEGINNING ON  
8 THE NINETIETH CALENDAR DAY AFTER COMMENCEMENT OF EMPLOYMENT. AFTER THE  
9 NINETIETH CALENDAR DAY OF EMPLOYMENT, AN EMPLOYEE MAY USE PAID SICK AND SAFE  
10 TIME AS IT IS ACCRUED.

11 E. PAID SICK AND SAFE TIME SHALL BE CARRIED OVER TO THE FOLLOWING  
12 CALENDAR YEAR, EXCEPT THAT AN EMPLOYEE MAY NOT USE MORE THAN SEVENTY-TWO  
13 HOURS OF PAID SICK AND SAFE TIME IN A CALENDAR YEAR.

14 F. IF AN EMPLOYER PROVIDES A PAID LEAVE THAT MEETS THE ACCRUAL  
15 REQUIREMENTS OF THIS SECTION AND THAT MAY BE USED FOR THE SAME PURPOSES AND  
16 UNDER THE SAME CONDITIONS AS PRESCRIBED IN THIS SECTION, THE EMPLOYER IS NOT  
17 REQUIRED TO PROVIDE ADDITIONAL PAID SICK AND SAFE TIME.

18 G. THIS SECTION DOES NOT REQUIRE FINANCIAL OR OTHER REIMBURSEMENT TO  
19 AN EMPLOYEE FROM AN EMPLOYER FOR ACCRUED PAID SICK AND SAFE TIME ON THE  
20 EMPLOYEE'S TERMINATION, RESIGNATION, RETIREMENT OR OTHER SEPARATION FROM  
21 EMPLOYMENT.

22 H. IF AN EMPLOYEE IS TRANSFERRED TO A SEPARATE DIVISION, ENTITY OR  
23 LOCATION, BUT REMAINS EMPLOYED BY THE SAME EMPLOYER, THE EMPLOYEE IS ENTITLED  
24 TO USE ALL UNUSED PAID SICK AND SAFE TIME ACCRUED WHILE WORKING AT THE PRIOR  
25 DIVISION, ENTITY OR LOCATION. IF THERE IS A SEPARATION FROM EMPLOYMENT AND  
26 THE EMPLOYEE IS REHIRED WITHIN SIX MONTHS OF SEPARATION BY THE SAME EMPLOYER,  
27 PREVIOUSLY ACCRUED PAID SICK AND SAFE TIME THAT HAD NOT BEEN USED SHALL BE  
28 REINSTATED. THE EMPLOYEE MAY USE ACCRUED PAID SICK AND SAFE TIME AND ACCRUE  
29 ADDITIONAL PAID SICK AND SAFE TIME AT THE COMMENCEMENT OF THE REEMPLOYMENT.

30 I. THE EMPLOYER MAY LEND PAID SICK AND SAFE TIME TO THE EMPLOYEE IN  
31 ADVANCE OF ACCRUAL OF THE TIME BY THE EMPLOYEE.

32 J. THIS ARTICLE SHALL NOT BE CONSTRUED:

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

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

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

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

- 1           23-373. Use of paid sick and safe time  
2           A. AN EMPLOYER SHALL PROVIDE AN EMPLOYEE PAID SICK AND SAFE TIME FOR  
3 ANY OF THE FOLLOWING:  
4           1. AN EMPLOYEE'S:  
5           (a) MENTAL OR PHYSICAL ILLNESS, INJURY OR HEALTH CONDITION.  
6           (b) NEED FOR MEDICAL DIAGNOSIS, CARE OR TREATMENT OF A MENTAL OR  
7 PHYSICAL ILLNESS, INJURY OR HEALTH CONDITION.  
8           (c) NEED FOR PREVENTIVE MEDICAL CARE.  
9           2. CARE OF A FAMILY MEMBER WITH A MENTAL OR PHYSICAL ILLNESS, INJURY  
10 OR HEALTH CONDITION:  
11           (a) WHO NEEDS MEDICAL DIAGNOSIS, CARE OR TREATMENT OF A MENTAL OR  
12 PHYSICAL ILLNESS, INJURY OR HEALTH CONDITION.  
13           (b) WHO NEEDS PREVENTIVE MEDICAL CARE.  
14           3. CLOSURE OF THE EMPLOYEE'S PLACE OF BUSINESS BY ORDER OF A PUBLIC  
15 OFFICIAL DUE TO A PUBLIC HEALTH EMERGENCY.  
16           4. AN EMPLOYEE'S NEED TO CARE FOR A CHILD WHOSE SCHOOL OR PLACE OF  
17 CARE HAS BEEN CLOSED BY ORDER OF A PUBLIC OFFICIAL DUE TO A PUBLIC HEALTH  
18 EMERGENCY.  
19           5. AN EMPLOYEE'S NEED TO CARE FOR A FAMILY MEMBER IF IT HAS BEEN  
20 DETERMINED BY THE HEALTH AUTHORITIES HAVING JURISDICTION OR BY A HEALTH CARE  
21 PROVIDER THAT THE FAMILY MEMBER'S PRESENCE IN THE COMMUNITY WOULD JEOPARDIZE  
22 THE HEALTH OF OTHERS BECAUSE OF THE FAMILY MEMBER'S EXPOSURE TO A  
23 COMMUNICABLE DISEASE, WHETHER OR NOT THE FAMILY MEMBER HAS ACTUALLY  
24 CONTRACTED THE COMMUNICABLE DISEASE.  
25           6. ABSENCE NECESSARY DUE TO DOMESTIC VIOLENCE, SEXUAL ASSAULT OR  
26 STALKING, IF THE LEAVE IS TO DO ANY OF THE FOLLOWING:  
27           (a) SEEK MEDICAL ATTENTION FOR THE EMPLOYEE OR EMPLOYEE'S CHILD,  
28 SPOUSE, PARENT, GRANDPARENT OR EXTENDED FAMILY MEMBER TO RECOVER FROM  
29 PHYSICAL OR PSYCHOLOGICAL INJURY OR DISABILITY CAUSED BY DOMESTIC VIOLENCE,  
30 SEXUAL ASSAULT OR STALKING.  
31           (b) OBTAIN SERVICES FROM A VICTIM SERVICES ORGANIZATION.  
32           (c) OBTAIN PSYCHOLOGICAL OR OTHER COUNSELING.  
33           (d) SEEK RELOCATION DUE TO THE DOMESTIC VIOLENCE, SEXUAL ASSAULT OR  
34 STALKING.  
35           (e) TAKE LEGAL ACTION, INCLUDING PREPARING FOR OR PARTICIPATING IN ANY  
36 CIVIL OR CRIMINAL LEGAL PROCEEDING RELATED TO OR RESULTING FROM THE DOMESTIC  
37 VIOLENCE, SEXUAL ASSAULT OR STALKING.  
38           B. THE EMPLOYER SHALL PROVIDE PAID SICK AND SAFE TIME ON THE ORAL  
39 REQUEST OF AN EMPLOYEE. IF POSSIBLE, THE EMPLOYEE SHALL INCLUDE IN THE  
40 REQUEST THE EXPECTED DURATION OF THE ABSENCE.  
41           C. IF THE USE OF PAID SICK AND SAFE TIME IS FORESEEABLE, THE EMPLOYEE  
42 SHALL DO BOTH OF THE FOLLOWING:  
43           1. MAKE A GOOD FAITH EFFORT TO PROVIDE NOTICE OF THE NEED FOR THE TIME  
44 TO THE EMPLOYER IN ADVANCE OF THE USE OF THE PAID SICK AND SAFE TIME.

1           2. MAKE A REASONABLE EFFORT TO SCHEDULE THE USE OF PAID SICK AND SAFE  
2 TIME IN A MANNER THAT DOES NOT UNDULY DISRUPT THE OPERATIONS OF THE EMPLOYER.  
3           D. PAID SICK AND SAFE TIME SHALL BE COMPENSATED AT THE SAME HOURLY  
4 RATE AND WITH THE SAME BENEFITS, INCLUDING HEALTH CARE BENEFITS, AS THE  
5 EMPLOYEE NORMALLY EARNS DURING HOURS WORKED, EXCEPT THAT THE HOURLY WAGE  
6 SHALL NOT BE LESS THAN THAT PRESCRIBED IN SECTION 23-363.  
7           E. FOR PAID SICK AND SAFE TIME OF MORE THAN THREE CONSECUTIVE DAYS, AN  
8 EMPLOYER MAY REQUIRE REASONABLE DOCUMENTATION THAT THE PAID SICK AND SAFE  
9 TIME IS FOR A PURPOSE PRESCRIBED BY SUBSECTION A OF THIS SECTION. REASONABLE  
10 DOCUMENTATION INCLUDES:  
11           1. DOCUMENTATION SIGNED BY A HEALTH CARE PROFESSIONAL INDICATING THAT  
12 SICK TIME IS NECESSARY.  
13           2. A POLICE REPORT INDICATING THAT THE EMPLOYEE WAS A VICTIM OF  
14 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING.  
15           3. A COURT ORDER OR A SIGNED STATEMENT FROM A VICTIM AND WITNESS  
16 ADVOCATE AFFIRMING THAT THE EMPLOYEE IS INVOLVED IN LEGAL ACTION RELATED TO  
17 DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING.  
18           F. AN EMPLOYER MAY NOT REQUIRE THAT THE DOCUMENTATION EXPLAIN THE  
19 NATURE OF THE ILLNESS OR THE DETAILS OF THE VIOLENCE. IF AN EMPLOYER CHOOSES  
20 TO REQUIRE DOCUMENTATION FOR SICK TIME AND THE EMPLOYEE DOES NOT HAVE HEALTH  
21 INSURANCE, THE EMPLOYER IS RESPONSIBLE FOR PAYING ALL OF THE OUT-OF-POCKET  
22 EXPENSES THE EMPLOYEE INCURS IN OBTAINING THE DOCUMENTATION. IF THE EMPLOYEE  
23 DOES HAVE HEALTH INSURANCE, THE EMPLOYER IS RESPONSIBLE FOR PAYING ANY COSTS  
24 CHARGED TO THE EMPLOYEE BY THE HEALTH CARE PROVIDER FOR PROVIDING THE  
25 SPECIFIC DOCUMENTATION REQUIRED BY THE EMPLOYER.  
26           G. AN EMPLOYER MAY NOT REQUIRE, AS A CONDITION OF PROVIDING PAID SICK  
27 AND SAFE TIME, THAT THE EMPLOYEE SEARCH FOR OR FIND A REPLACEMENT WORKER TO  
28 COVER THE HOURS DURING WHICH THE EMPLOYEE IS ON PAID SICK AND SAFE TIME.  
29           23-374. Protection of rights; retaliation prohibition  
30           A. IT IS UNLAWFUL FOR AN EMPLOYER OR ANY OTHER PERSON TO INTERFERE  
31 WITH, RESTRAIN OR DENY THE EXERCISE OF, OR THE ATTEMPT TO EXERCISE, ANY RIGHT  
32 PROVIDED UNDER THIS ARTICLE.  
33           B. AN EMPLOYER SHALL NOT TAKE RETALIATORY PERSONNEL ACTION OR  
34 DISCRIMINATE AGAINST AN EMPLOYEE BECAUSE THE EMPLOYEE HAS EXERCISED RIGHTS  
35 PROVIDED UNDER THIS ARTICLE. THESE RIGHTS INCLUDE THE RIGHT TO:  
36           1. USE PAID SICK AND SAFE TIME.  
37           2. FILE A COMPLAINT OR INFORM ANY PERSON ABOUT ANY EMPLOYER'S ALLEGED  
38 VIOLATION OF THIS ARTICLE.  
39           3. COOPERATE WITH THE COMMISSION IN ITS INVESTIGATIONS OF ALLEGED  
40 VIOLATIONS OF THIS ARTICLE.  
41           4. INFORM ANY PERSON OF POTENTIAL RIGHTS UNDER THIS SECTION.  
42           C. IT IS UNLAWFUL FOR AN EMPLOYER TO COUNT PAID SICK AND SAFE TIME  
43 TAKEN AS AN ABSENCE THAT MAY RESULT IN DISCIPLINE, DISCHARGE, DEMOTION,  
44 SUSPENSION OR ANY OTHER ADVERSE ACTION.

1 D. THE PROTECTIONS OF THIS SECTION APPLY TO ANY PERSON WHO ALLEGES  
2 VIOLATIONS OF THIS SECTION IN GOOD FAITH, EVEN IF THE ALLEGATIONS ARE IN  
3 ERROR.

4 E. A REBUTTABLE PRESUMPTION OF UNLAWFUL RETALIATION EXISTS IF AN  
5 EMPLOYER TAKES ADVERSE ACTION AGAINST A PERSON WITHIN NINETY DAYS AFTER THAT  
6 PERSON DOES ANY OF THE FOLLOWING:

7 1. FILES A COMPLAINT WITH THE COMMISSION OR A COURT ALLEGING A  
8 VIOLATION OF THIS SECTION.

9 2. INFORMS ANY PERSON ABOUT AN EMPLOYER'S ALLEGED VIOLATION OF THIS  
10 SECTION.

11 3. COOPERATES WITH THE COMMISSION OR OTHER PERSONS IN THE  
12 INVESTIGATION OR PROSECUTION OF ANY ALLEGED VIOLATION OF THIS SECTION.

13 4. OPPOSES ANY POLICY, PRACTICE OR ACT THAT IS UNLAWFUL UNDER THIS  
14 SECTION.

15 5. INFORMS ANY PERSON OF THEIR RIGHTS UNDER THIS SECTION.

16 23-375. Notice and posting

17 A. AN EMPLOYER SHALL GIVE NOTICE AS PROVIDED IN THIS SECTION THAT  
18 STATES ALL OF THE FOLLOWING:

19 1. EMPLOYEES ARE ENTITLED TO PAID SICK AND SAFE TIME, THE AMOUNT OF  
20 PAID SICK AND SAFE TIME AND THE TERMS OF ITS USE GUARANTEED UNDER THIS  
21 ARTICLE.

22 2. RETALIATION AGAINST EMPLOYEES WHO REQUEST OR USE PAID SICK AND SAFE  
23 TIME IS PROHIBITED.

24 3. EACH EMPLOYEE MAY FILE A COMPLAINT OR BRING A CIVIL ACTION IF PAID  
25 SICK AND SAFE TIME IS DENIED BY THE EMPLOYER OR THE EMPLOYEE IS RETALIATED  
26 AGAINST FOR REQUESTING OR TAKING PAID SICK AND SAFE TIME.

27 B. AN EMPLOYER MAY COMPLY WITH THIS SECTION BY SUPPLYING EACH EMPLOYEE  
28 WITH A NOTICE THAT CONTAINS IN ENGLISH AND IN ANY LANGUAGE THAT IS THE FIRST  
29 LANGUAGE SPOKEN BY AT LEAST FIVE PER CENT OF THE EMPLOYER'S WORKFORCE THE  
30 INFORMATION REQUIRED IN SUBSECTION A OF THIS SECTION.

31 C. AN EMPLOYER MAY COMPLY WITH THIS SECTION BY DISPLAYING A POSTER IN  
32 A CONSPICUOUS AND ACCESSIBLE PLACE IN EACH ESTABLISHMENT WHERE EMPLOYEES ARE  
33 EMPLOYED THAT CONTAINS IN ENGLISH AND IN ANY LANGUAGE THAT IS THE FIRST  
34 LANGUAGE SPOKEN BY AT LEAST FIVE PER CENT OF THE EMPLOYER'S WORKFORCE THE  
35 INFORMATION REQUIRED IN SUBSECTION A OF THIS SECTION.

36 D. THE COMMISSION SHALL CREATE AND MAKE AVAILABLE TO EMPLOYERS POSTERS  
37 THAT CONTAIN THE INFORMATION REQUIRED UNDER SUBSECTION A OF THIS SECTION FOR  
38 THEIR USE IN COMPLYING WITH THIS SECTION.

39 23-376. Employer records

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

1           B. IF A DISPUTE ARISES ABOUT AN EMPLOYEE'S ENTITLEMENT TO PAID SICK  
2 AND SAFE TIME UNDER THIS SECTION, AN EMPLOYER IS PRESUMED TO HAVE VIOLATED  
3 THIS ARTICLE, ABSENT CLEAR AND CONVINCING EVIDENCE TO THE CONTRARY, IF THE  
4 EMPLOYER DOES EITHER OF THE FOLLOWING:

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

7           2. DOES NOT ALLOW THE COMMISSION REASONABLE ACCESS TO THESE RECORDS.  
8 23-377. Enforcement; civil penalty

9           A. THE COMMISSION SHALL IMPLEMENT AND ENFORCE THIS ARTICLE AND SHALL  
10 ADOPT RULES FOR THESE PURPOSES.

11           B. AN EMPLOYEE OR OTHER PERSON MAY REPORT TO THE COMMISSION ANY  
12 SUSPECTED VIOLATION OF THIS ARTICLE. THE COMMISSION SHALL KEEP CONFIDENTIAL  
13 THE NAME AND OTHER IDENTIFYING INFORMATION OF THE EMPLOYEE OR PERSON  
14 REPORTING THE VIOLATION, EXCEPT THAT THE COMMISSION MAY DISCLOSE THIS  
15 INFORMATION AS AUTHORIZED BY THE EMPLOYEE OR OTHER PERSON AS NECESSARY TO  
16 ENFORCE THIS SECTION OR FOR OTHER APPROPRIATE PURPOSES.

17           C. A LAW ENFORCEMENT OFFICER OR ANY PRIVATE PARTY INJURED BY A  
18 VIOLATION OF THIS ARTICLE MAY MAINTAIN A CIVIL ACTION TO ENFORCE THIS ARTICLE  
19 IN A COURT OF COMPETENT JURISDICTION.

20           D. ANY EMPLOYER THAT VIOLATES RECORD KEEPING, POSTING OR OTHER  
21 REQUIREMENTS THAT THE COMMISSION ESTABLISHES UNDER THIS ARTICLE IS SUBJECT TO  
22 A CIVIL PENALTY OF AT LEAST TWO HUNDRED FIFTY DOLLARS FOR A FIRST VIOLATION,  
23 AND AT LEAST FIVE HUNDRED DOLLARS FOR EACH SUBSEQUENT OR WILLFUL VIOLATION  
24 AND MAY, IF THE COMMISSION OR COURT DETERMINES APPROPRIATE, BE SUBJECT TO  
25 SPECIAL MONITORING AND INSPECTIONS.

26           E. ANY EMPLOYER THAT FAILS TO PROVIDE PAID SICK AND SAFE TIME AS  
27 REQUIRED UNDER THIS ARTICLE SHALL PAY THE EMPLOYEE ANY WAGES OWING FOR THE  
28 PAID SICK AND SAFE TIME, INCLUDING INTEREST ON THE UNPAID WAGES, AND AN  
29 ADDITIONAL AMOUNT EQUAL TO TWICE THE AMOUNT OF THE PAID SICK AND SAFE TIME  
30 WAGES OWED TO THE EMPLOYEE. ANY EMPLOYER THAT RETALIATES AGAINST AN EMPLOYEE  
31 OR OTHER PERSON IN VIOLATION OF THIS ARTICLE SHALL PAY THE EMPLOYEE AN AMOUNT  
32 SET BY THE COMMISSION OR A COURT SUFFICIENT TO COMPENSATE THE EMPLOYEE AND  
33 DETER FUTURE VIOLATIONS BUT AT LEAST ONE HUNDRED FIFTY DOLLARS FOR EACH DAY  
34 THAT THE VIOLATION CONTINUED UNTIL LEGAL JUDGMENT WAS FINAL. BOTH THE  
35 COMMISSION AND THE COURTS MAY ORDER PAYMENT OF ANY UNPAID WAGES DUE UNDER  
36 THIS SECTION AS PAID SICK AND SAFE TIME, OTHER AMOUNTS AND CIVIL PENALTIES  
37 AND ORDER ANY OTHER APPROPRIATE LEGAL OR EQUITABLE RELIEF FOR VIOLATIONS OF  
38 THIS ARTICLE. CIVIL PENALTIES SHALL BE RETAINED BY THE AGENCY THAT RECOVERED  
39 THEM AND USED TO FINANCE ACTIVITIES TO ENFORCE THIS ARTICLE. A PREVAILING  
40 PLAINTIFF IS ENTITLED TO REASONABLE ATTORNEY FEES AND COSTS.

41           F. A CIVIL ACTION TO ENFORCE THIS ARTICLE MAY BE COMMENCED NO LATER  
42 THAN TWO YEARS AFTER A VIOLATION LAST OCCURS, OR THREE YEARS IN THE CASE OF A  
43 WILLFUL VIOLATION, AND MAY ENCOMPASS ALL VIOLATIONS THAT OCCURRED AS PART OF  
44 A CONTINUING COURSE OF EMPLOYER CONDUCT REGARDLESS OF THE DATE OF OCCURRENCE.  
45 THE STATUTE OF LIMITATIONS SHALL BE TOLLED DURING ANY INVESTIGATION OF AN

1 EMPLOYER BY THE COMMISSION OR OTHER LAW ENFORCEMENT OFFICER, BUT THIS  
2 INVESTIGATION DOES NOT BAR A PERSON FROM BRINGING A CIVIL ACTION UNDER THIS  
3 ARTICLE.

4 23-378. Confidentiality

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

8 B. AN EMPLOYER SHALL NOT DISCLOSE EXCEPT TO THE AFFECTED EMPLOYEE OR  
9 WITH THE PERMISSION OF THE AFFECTED EMPLOYEE HEALTH INFORMATION OR  
10 INFORMATION RELATING TO DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING ABOUT  
11 AN EMPLOYEE OR EMPLOYEE'S FAMILY MEMBER AND THIS INFORMATION SHALL BE TREATED  
12 AS CONFIDENTIAL.

13 Sec. 2. Effective date; effect on existing collective  
14 bargaining agreements

15 This act is effective from and after December 31, 2013. If an employer  
16 and employees have a collective bargaining agreement in effect on January 1,  
17 2014, this act applies to that employer and employees on the termination of  
18 the collective bargaining agreement.