

REFERENCE TITLE: **employment and labor omnibus.**

State of Arizona  
House of Representatives  
Fifty-second Legislature  
Second Regular Session  
2016

## **HB 2569**

Introduced by  
Representatives Plumlee: Mach, Rios, Velasquez

### **AN ACT**

AMENDING TITLE 23, CHAPTER 2, ARTICLE 1, ARIZONA REVISED STATUTES, BY ADDING SECTION 23-205; AMENDING TITLE 23, CHAPTER 2, ARTICLE 6.1, ARIZONA REVISED STATUTES, BY ADDING SECTION 23-342; REPEALING SECTION 23-362, ARIZONA REVISED STATUTES, AS ADDED BY LAWS 1997, CHAPTER 51, SECTION 1; AMENDING SECTION 23-363, ARIZONA REVISED STATUTES; AMENDING TITLE 23, CHAPTER 2, ARIZONA REVISED STATUTES, BY ADDING ARTICLES 8.1 AND 8.2; AMENDING TITLE 41, CHAPTER 23, ARTICLE 3, ARIZONA REVISED STATUTES, BY ADDING SECTION 41-2535.01; RELATING TO LABOR.

(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, article 1, Arizona Revised Statutes,  
3 is amended by adding section 23-205, to read:

4 23-205. Wage disclosure; protection; prohibitions; civil action

5 A. AN EMPLOYER MAY NOT:

6 1. REQUIRE NONDISCLOSURE BY AN EMPLOYEE REGARDING THE EMPLOYEE'S WAGE  
7 INFORMATION AS A CONDITION OF EMPLOYMENT.

8 2. REQUIRE AN EMPLOYEE TO SIGN A WAIVER OR OTHER DOCUMENT THAT DENIES  
9 THE EMPLOYEE THE RIGHT TO DISCLOSE THE EMPLOYEE'S WAGE INFORMATION.

10 3. TAKE ANY ADVERSE EMPLOYMENT ACTION AGAINST AN EMPLOYEE FOR  
11 DISCLOSING THE EMPLOYEE'S WAGES OR DISCUSSING ANOTHER EMPLOYEE'S WAGES IF THE  
12 DISCUSSION WAS VOLUNTARY.

13 4. RETALIATE AGAINST AN EMPLOYEE FOR ASSERTING THE EMPLOYEE'S RIGHTS  
14 AND REMEDIES UNDER THIS SECTION.

15 B. THIS SECTION DOES NOT:

16 1. CREATE AN OBLIGATION FOR AN EMPLOYER OR EMPLOYEE TO DISCLOSE WAGE  
17 INFORMATION.

18 2. ALLOW AN EMPLOYEE, WITHOUT THE WRITTEN CONSENT OF THE EMPLOYER, TO  
19 DISCLOSE PROPRIETARY INFORMATION, TRADE SECRET INFORMATION OR OTHER  
20 INFORMATION THAT IS OTHERWISE SUBJECT TO LEGAL PRIVILEGE OR PROTECTED BY LAW.

21 3. DIMINISH ANY EXISTING RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT  
22 (49 STAT. 449, 29 UNITED STATES CODE SECTIONS 151 THROUGH 169).

23 4. ALLOW AN EMPLOYEE TO DISCLOSE WAGE INFORMATION OF OTHER EMPLOYEES  
24 TO A COMPETITOR OF THE EMPLOYER.

25 C. AN EMPLOYER THAT PROVIDES AN EMPLOYEE HANDBOOK TO ITS EMPLOYEES  
26 SHALL INCLUDE IN THE EMPLOYEE HANDBOOK NOTICE OF THE EMPLOYEE'S RIGHTS AND  
27 REMEDIES UNDER THIS SECTION.

28 D. IF AN EMPLOYER VIOLATES SUBSECTION A OF THIS SECTION, THE EMPLOYEE  
29 MAY FILE A CIVIL ACTION AGAINST THE EMPLOYER. THE COURT MAY ORDER  
30 REINSTATEMENT, RECOVERY OF UNPAID WAGES, RESTORATION OF LOST SERVICE CREDITS,  
31 IF APPROPRIATE, AND EXPUNGEMENT OF ANY RELATED ADVERSE RECORDS RELATING TO  
32 THE EMPLOYEE WHO WAS THE SUBJECT OF THE VIOLATION.

33 Sec. 2. Title 23, chapter 2, article 6.1, Arizona Revised Statutes, is  
34 amended by adding section 23-342, to read:

35 23-342. Equal pay certification; application; criteria; denial;  
36 suspension and revocation; audit; confidentiality;  
37 report; definitions

38 A. THE COMMISSION SHALL ISSUE AN EQUAL PAY CERTIFICATE TO A BUSINESS  
39 THAT HAS AT LEAST FORTY FULL-TIME EMPLOYEES IN THIS STATE OR THE STATE WHERE  
40 THE BUSINESS'S PRIMARY PLACE OF BUSINESS IS LOCATED AND THAT SUBMITS TO THE  
41 COMMISSION AN APPLICATION, A STATEMENT SIGNED BY THE CHAIRPERSON OF THE BOARD  
42 OF DIRECTORS OR CHIEF EXECUTIVE OFFICER OF THE BUSINESS AND SUPPORTING  
43 DOCUMENTATION THAT STATES:

44 1. THAT THE BUSINESS COMPLIES WITH TITLE VII OF THE CIVIL RIGHTS ACT  
45 OF 1964 (P.L. 88-352; 78 STAT. 241; 42 UNITED STATES CODE 2000e THROUGH

1 2000e-17), THE EQUAL PAY ACT OF 1963 (P.L. 88-38; 77 STAT. 56; 29 UNITED  
2 STATES CODE 206) AND THIS ARTICLE.

3 2. THAT THE AVERAGE COMPENSATION FOR FEMALE EMPLOYEES IS NOT  
4 CONSISTENTLY BELOW THE AVERAGE COMPENSATION FOR MALE EMPLOYEES WITHIN EACH  
5 JOB CATEGORY FOR WHICH AN EMPLOYEE IS EXPECTED TO PERFORM WORK UNDER A  
6 CONTRACT, TAKING INTO CONSIDERATION LENGTH OF SERVICE, REQUIREMENTS OF  
7 SPECIFIC JOBS, EXPERIENCE, SKILL, EFFORT, RESPONSIBILITY, WORKING CONDITIONS  
8 ON THE JOB OR OTHER MITIGATING FACTORS.

9 3. THAT THE BUSINESS DOES NOT RESTRICT EMPLOYEES OF ONE SEX TO CERTAIN  
10 JOB CLASSIFICATIONS AND MAKES RETENTION AND PROMOTION DECISIONS WITHOUT  
11 REGARD TO SEX.

12 4. THAT WAGE AND BENEFIT DISPARITIES ARE CORRECTED IF IDENTIFIED TO  
13 ENSURE COMPLIANCE WITH THE LAWS PURSUANT TO PARAGRAPH 1 OF THIS SUBSECTION.

14 5. HOW OFTEN WAGES AND BENEFITS ARE EVALUATED TO ENSURE COMPLIANCE  
15 WITH THE LAWS PURSUANT TO PARAGRAPH 1 OF THIS SUBSECTION.

16 6. IF THE BUSINESS SETS COMPENSATION AND BENEFITS BASED ON A MARKET  
17 PRICING APPROACH, THE STATE PREVAILING WAGE OR LABOR ORGANIZATION  
18 REQUIREMENTS, A PERFORMANCE PAY SYSTEM, AN INTERNAL ANALYSIS OR AN  
19 ALTERNATIVE APPROACH. IF THE BUSINESS USES AN ALTERNATIVE APPROACH, THE  
20 BUSINESS SHALL PROVIDE A DESCRIPTION OF THE ALTERNATIVE APPROACH USED TO SET  
21 COMPENSATION AND BENEFITS.

22 B. THE COMMISSION MAY ESTABLISH AN APPLICATION AND APPLICATION FEE BY  
23 RULE FOR THE ISSUANCE OF EQUAL PAY CERTIFICATES AND FOR EQUAL PAY CERTIFICATE  
24 RENEWAL.

25 C. AN EQUAL PAY CERTIFICATE ISSUED PURSUANT TO THIS SECTION IS VALID  
26 FOR A PERIOD OF FOUR YEARS.

27 D. THE COMMISSION SHALL REVIEW EACH BUSINESS'S APPLICATION, STATEMENT  
28 AND SUPPORTING DOCUMENTATION SUBMITTED WITHIN FIFTEEN DAYS AFTER RECEIPT. IF  
29 THE COMMISSION DETERMINES THAT THE BUSINESS IS NOT IN COMPLIANCE WITH  
30 SUBSECTION A OF THIS SECTION, THE COMMISSION MAY DENY THE BUSINESS THE EQUAL  
31 PAY CERTIFICATE.

32 E. THE COMMISSION MAY SUSPEND OR REVOKE AN EQUAL PAY CERTIFICATE IF  
33 THE BUSINESS FAILS TO MAKE A GOOD-FAITH EFFORT TO COMPLY WITH OR HAS MULTIPLE  
34 VIOLATIONS OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 (P.L. 88-352; 78  
35 STAT. 241; 42 UNITED STATES CODE SECTIONS 2000e THROUGH 2000e-17), THE EQUAL  
36 PAY ACT OF 1963 (P.L. 88-38; 77 STAT. 56; 29 UNITED STATE CODE 206) AND THIS  
37 ARTICLE. THE COMMISSION SHALL PROVIDE NOTICE TO THE BUSINESS BEFORE  
38 SUSPENDING OR REVOKING THE BUSINESS'S EQUAL PAY CERTIFICATE AND ALLOW THE  
39 BUSINESS AN OPPORTUNITY TO COMPLY WITH TITLE VII OF THE CIVIL RIGHTS ACT OF  
40 1964 (P.L. 88-352; 78 STAT. 241; 42 UNITED STATES CODE SECTIONS 2000e THROUGH  
41 2000e-17), THE EQUAL PAY ACT OF 1963 (P.L. 88-38; 77 STAT. 56; 29 UNITED  
42 STATES CODE 206) AND THIS ARTICLE.

43 F. THE COMMISSION MAY AUDIT A BUSINESS TO VERIFY COMPLIANCE WITH THIS  
44 SECTION. ON REQUEST, THE BUSINESS SHALL PROVIDE THE FOLLOWING INFORMATION TO

1 THE COMMISSION WITH RESPECT TO THE EMPLOYEES EXPECTED TO PERFORM WORK UNDER  
2 THE CONTRACT IN EACH JOB CATEGORY:

- 3 1. THE NUMBER OF MALE EMPLOYEES.
- 4 2. THE NUMBER OF FEMALE EMPLOYEES.
- 5 3. THE AVERAGE ANNUALIZED SALARIES PAID TO MALE EMPLOYEES AND TO  
6 FEMALE EMPLOYEES, IN A MANNER CONSISTENT WITH THE BUSINESS'S COMPENSATION  
7 SYSTEM, WITHIN EACH JOB CATEGORY.
- 8 4. INFORMATION ON PERFORMANCE PAYMENTS, BENEFITS OR OTHER ELEMENTS OF  
9 COMPENSATION, IN A MANNER CONSISTENT WITH THE BUSINESS'S COMPENSATION SYSTEM.
- 10 5. THE AVERAGE LENGTH OF SERVICE FOR MALE AND FEMALE EMPLOYEES IN EACH  
11 JOB CATEGORY.
- 12 6. OTHER INFORMATION IDENTIFIED BY THE BUSINESS OR THE COMMISSION  
13 NECESSARY TO DETERMINE COMPLIANCE WITH THE CRITERIA PROVIDED IN SUBSECTION A  
14 OF THIS SECTION.

15 G. ALL INFORMATION RELATED TO A BUSINESS'S EMPLOYEES THAT IS SUBMITTED  
16 TO THE COMMISSION RELATED TO AN EQUAL PAY CERTIFICATE IS CONFIDENTIAL AND IS  
17 NOT SUBJECT TO INSPECTION BY THE PUBLIC. THE COMMISSION'S DECISION TO ISSUE,  
18 DENY, REVOKE OR SUSPEND AN EQUAL PAY CERTIFICATE IS NOT CONFIDENTIAL.

19 H. THE COMMISSION SHALL SUBMIT A REPORT TO THE GOVERNOR, THE  
20 CHAIRPERSON AND RANKING MINORITY MEMBER OF THE SENATE COMMITTEE ON  
21 GOVERNMENT, OR ITS SUCCESSOR COMMITTEE, AND THE CHAIRPERSON AND RANKING  
22 MINORITY MEMBER OF THE HOUSE OF REPRESENTATIVES COMMITTEE ON GOVERNMENT AND  
23 HIGHER EDUCATION, OR ITS SUCCESSOR COMMITTEE, ON OR BEFORE JANUARY 31 OF  
24 EVERY ODD-NUMBERED YEAR, BEGINNING JANUARY 31, 2019. THE REPORT SHALL  
25 INCLUDE THE NUMBER OF EQUAL PAY CERTIFICATES ISSUED, THE NUMBER OF AUDITS  
26 CONDUCTED AND INFORMATION REGARDING THE PROCESSES USED BY BUSINESSES TO  
27 ENSURE COMPLIANCE WITH SUBSECTION A OF THIS SECTION.

- 28 I. FOR THE PURPOSES OF THIS SECTION:
  - 29 1. "BUSINESS" HAS THE SAME MEANING PRESCRIBED IN SECTION 41-2503.
  - 30 2. "CONTRACT" HAS THE SAME MEANING PRESCRIBED IN SECTION 41-2503.
  - 31 3. "JOB CATEGORY" MEANS THE MAJOR JOB CATEGORIES PROVIDED IN THE MOST  
32 RECENT EMPLOYER INFORMATION REPORT ISSUED BY THE UNITED STATES EQUAL  
33 EMPLOYMENT OPPORTUNITY COMMISSION, OR ITS SUCCESSOR AGENCY.

34 Sec. 3. Repeal  
35 Subject to the requirements of article IV, part 1, section 1,  
36 Constitution of Arizona, section 23-362, Arizona Revised Statutes, as added  
37 by Laws 1997, chapter 51, section 1, is repealed.

38 Sec. 4. Subject to the requirements of article IV, part 1, section 1,  
39 Constitution of Arizona, section 23-363, Arizona Revised Statutes, is amended  
40 to read:

41 23-363. Minimum wage  
42 A. Employers shall pay employees no less than the minimum wage, which  
43 shall be six dollars and seventy-five cents (\$6.75) an hour beginning on  
44 January 1, 2007.

1 B. The minimum wage shall be increased on January 1, 2008 and on  
2 January 1 of successive years by the increase in the cost of living. The  
3 increase in the cost of living shall be measured by the percentage increase  
4 as of August of the immediately preceding year over the level as of August of  
5 the previous year of the consumer price index (all urban consumers, ~~U.S.~~  
6 ~~UNITED STATES~~ city average for all items) or its successor index as published  
7 by the ~~U.S. UNITED STATES~~ department of labor or its successor agency, with  
8 the amount of the minimum wage increase rounded to the nearest multiple of  
9 five cents.

10 ~~C. For any employee who customarily and regularly receives tips or~~  
11 ~~gratuities from patrons or others, the employer may pay a wage up to \$3.00~~  
12 ~~per hour less than the minimum wage if the employer can establish by its~~  
13 ~~records of charged tips or by the employee's declaration for federal~~  
14 ~~insurance contributions act (FICA) purposes that for each week, when adding~~  
15 ~~tips received to wages paid, the employee received not less than the minimum~~  
16 ~~wage for all hours worked. Compliance with this provision will be determined~~  
17 ~~by averaging tips received by the employee over the course of the employer's~~  
18 ~~payroll period or any other period selected by the employer that complies~~  
19 ~~with regulations adopted by the commission.~~

20 Sec. 5. Title 23, chapter 2, Arizona Revised Statutes, is amended by  
21 adding articles 8.1 and 8.2, to read:

22 ARTICLE 8.1. EARNED SICK TIME LEAVE

23 23-371. Definitions

24 IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

- 25 1. "ABUSE" HAS THE SAME MEANING PRESCRIBED IN SECTION 13-3623.
- 26 2. "COMMISSION" MEANS THE INDUSTRIAL COMMISSION OF ARIZONA.
- 27 3. "DOMESTIC VIOLENCE" HAS THE SAME MEANING PRESCRIBED IN SECTION
- 28 13-3601.
- 29 4. "EARNED SICK TIME" MEANS TIME THAT IS PROVIDED BY AN EMPLOYER TO AN
- 30 EMPLOYEE FOR THE PURPOSES DESCRIBED IN SECTION 23-373.
- 31 5. "EMPLOYEE" MEANS ANY PERSON WHO IS EMPLOYED BY AN EMPLOYER FOR MORE
- 32 THAN EIGHTY HOURS IN A CALENDAR YEAR. EMPLOYEE DOES NOT INCLUDE AN
- 33 INDIVIDUAL WHO IS EMPLOYED BY THIS STATE, A POLITICAL SUBDIVISION OF THIS
- 34 STATE OR THE UNITED STATES OR WHO IS COVERED BY A VALID COLLECTIVE BARGAINING
- 35 AGREEMENT THAT EXPRESSLY WAIVES EARNED SICK LEAVE REQUIREMENTS IN CLEAR AND
- 36 UNAMBIGUOUS TERMS.
- 37 6. "EMPLOYER" INCLUDES ANY CORPORATION, PROPRIETORSHIP, PARTNERSHIP,
- 38 JOINT VENTURE, LIMITED LIABILITY COMPANY, TRUST, ASSOCIATION, INDIVIDUAL OR
- 39 OTHER ENTITY ACTING DIRECTLY OR INDIRECTLY IN THE INTEREST OF AN EMPLOYER IN
- 40 RELATION TO AN EMPLOYEE, BUT DOES NOT INCLUDE THIS STATE, A POLITICAL
- 41 SUBDIVISION OF THIS STATE OR THE UNITED STATES.
- 42 7. "FAMILY MEMBER" MEANS:
- 43 (a) A BIOLOGICAL, ADOPTED OR FOSTER CHILD, A STEPCHILD OR LEGAL WARD,
- 44 A CHILD OF A DOMESTIC PARTNER OR A CHILD FOR WHOM THE EMPLOYEE SERVES AS A
- 45 TEMPORARY GUARDIAN.

- 1 (b) A BIOLOGICAL, FOSTER OR ADOPTIVE PARENT OR LEGAL GUARDIAN OF THE
- 2 EMPLOYEE OR THE EMPLOYEE'S SPOUSE OR DOMESTIC PARTNER, A STEPPARENT OF THE
- 3 EMPLOYEE OR THE EMPLOYEE'S SPOUSE OR DOMESTIC PARTNER OR AN INDIVIDUAL WHO
- 4 WAS A TEMPORARY GUARDIAN OF THE EMPLOYEE WHEN THE EMPLOYEE WAS A MINOR.
- 5 (c) THE SPOUSE OR DOMESTIC PARTNER OF THE EMPLOYEE.
- 6 (d) A GRANDPARENT OR A SPOUSE OR DOMESTIC PARTNER OF A GRANDPARENT.
- 7 (e) A BIOLOGICAL, FOSTER OR ADOPTED SIBLING OR A SPOUSE OR DOMESTIC
- 8 PARTNER OF A BIOLOGICAL, FOSTER OR ADOPTED SIBLING.
- 9 (f) A GRANDCHILD.
- 10 (g) ANY OTHER INDIVIDUAL WHO IS RELATED BY BLOOD OR AFFINITY WHOSE
- 11 CLOSE ASSOCIATION WITH THE EMPLOYEE IS THE EQUIVALENT OF A FAMILY
- 12 RELATIONSHIP.
- 13 8. "HEALTH PROFESSIONAL" HAS THE SAME MEANING PRESCRIBED IN SECTION
- 14 32-3201.
- 15 9. "RETALIATION" MEANS ANY THREAT, DISCHARGE, SUSPENSION, DEMOTION,
- 16 REDUCTION OF HOURS BY AN EMPLOYER OF AN EMPLOYEE OR OTHER ADVERSE ACTION THAT
- 17 AN EMPLOYER TAKES AGAINST AN EMPLOYEE AND INCLUDES ANY SANCTIONS AGAINST A
- 18 RECIPIENT OF PUBLIC BENEFITS OR INTERFERENCE WITH OR PUNISHMENT FOR
- 19 PARTICIPATING IN AN INVESTIGATION, PROCEEDING OR HEARING UNDER THIS ARTICLE.
- 20 10. "SEXUAL ASSAULT" MEANS A VIOLATION OF SECTION 13-1406.
- 21 11. "STALKING" MEANS A VIOLATION OF SECTION 13-2923.
- 22 23-372. Accrual of earned sick time
- 23 A. AN EMPLOYEE OF AN EMPLOYER WITH FEWER THAN TEN EMPLOYEES ACCRUES A
- 24 MINIMUM OF ONE HOUR OF EARNED SICK TIME FOR EVERY THIRTY HOURS WORKED. AN
- 25 EMPLOYEE MAY NOT ACCRUE MORE THAN FORTY HOURS OF EARNED SICK TIME IN A
- 26 CALENDAR YEAR, UNLESS THE EMPLOYER SELECTS A HIGHER LIMIT.
- 27 B. AN EMPLOYEE OF AN EMPLOYER WITH AT LEAST TEN EMPLOYEES ACCRUES A
- 28 MINIMUM OF ONE HOUR OF EARNED SICK TIME FOR EVERY THIRTY HOURS WORKED. AN
- 29 EMPLOYEE MAY NOT ACCRUE MORE THAN FIFTY-SIX HOURS OF EARNED SICK TIME IN A
- 30 CALENDAR YEAR, UNLESS THE EMPLOYER SELECTS A HIGHER LIMIT.
- 31 C. FOR THE PURPOSES OF SUBSECTIONS A AND B OF THIS SECTION, AN
- 32 EMPLOYER IS CONSIDERED TO HAVE AT LEAST TEN EMPLOYEES IF THE EMPLOYER
- 33 MAINTAINS AT LEAST TEN FULL-TIME, PART-TIME OR TEMPORARY EMPLOYEES WHO
- 34 PERFORM WORK FOR COMPENSATION FOR SOME PORTION OF A DAY IN TWENTY DIFFERENT
- 35 CALENDAR WEEKS, WHETHER OR NOT THE WEEKS ARE CONSECUTIVE, IN EITHER THE
- 36 CURRENT OR PRECEDING CALENDAR YEAR.
- 37 D. AN EMPLOYEE WHO IS EXEMPT FROM OVERTIME REQUIREMENTS UNDER
- 38 29 UNITED STATES CODE SECTION 213(a)(1) IS ASSUMED TO WORK FORTY HOURS IN
- 39 EACH WORKWEEK FOR THE PURPOSES OF EARNED SICK TIME ACCRUAL, UNLESS THE
- 40 EMPLOYEE'S NORMAL WORKWEEK IS FEWER THAN FORTY HOURS. IF THE EMPLOYEE'S
- 41 WORKWEEK IS FEWER THAN FORTY HOURS, EARNED SICK TIME ACCRUES BASED ON THE
- 42 NUMBER OF HOURS ACTUALLY WORKED.
- 43 E. EARNED SICK TIME BEGINS TO ACCRUE AT THE COMMENCEMENT OF EMPLOYMENT
- 44 OR ON JANUARY 1, 2017, WHICHEVER IS LATER.

1 F. AN EMPLOYEE MAY USE ACCRUED EARNED SICK TIME BEGINNING ON THE  
2 NINETIETH CALENDAR DAY AFTER COMMENCEMENT OF EMPLOYMENT OR JANUARY 1, 2017,  
3 WHICHEVER IS LATER. AFTER THE NINETIETH CALENDAR DAY OF EMPLOYMENT, AN  
4 EMPLOYEE MAY USE EARNED SICK TIME AS IT IS ACCRUED.

5 G. EARNED SICK TIME IS CARRIED OVER TO THE FOLLOWING CALENDAR YEAR,  
6 EXCEPT THAT AN EMPLOYEE MAY NOT USE MORE THAN THE MAXIMUM TIME PROVIDED BY  
7 SUBSECTIONS A AND B OF THIS SECTION OF EARNED SICK TIME IN A CALENDAR YEAR.

8 H. IF AN EMPLOYER PROVIDES A PAID LEAVE THAT MEETS THE ACCRUAL  
9 REQUIREMENTS OF THIS SECTION AND THAT MAY BE USED FOR THE SAME PURPOSES AND  
10 UNDER THE SAME CONDITIONS AS PRESCRIBED IN THIS SECTION, THE EMPLOYER IS NOT  
11 REQUIRED TO PROVIDE ADDITIONAL EARNED SICK TIME.

12 I. THIS SECTION DOES NOT REQUIRE FINANCIAL OR OTHER REIMBURSEMENT TO  
13 AN EMPLOYEE FROM AN EMPLOYER FOR ACCRUED EARNED SICK TIME ON THE EMPLOYEE'S  
14 TERMINATION, RESIGNATION, RETIREMENT OR OTHER SEPARATION FROM EMPLOYMENT.

15 J. IF AN EMPLOYEE IS TRANSFERRED TO A SEPARATE DIVISION, ENTITY OR  
16 LOCATION BUT REMAINS EMPLOYED BY THE SAME EMPLOYER, THE EMPLOYEE IS ENTITLED  
17 TO USE ALL UNUSED EARNED SICK TIME ACCRUED WHILE WORKING AT THE PRIOR  
18 DIVISION, ENTITY OR LOCATION. IF THERE IS A SEPARATION FROM EMPLOYMENT AND  
19 THE EMPLOYEE IS REHIRED WITHIN TWELVE MONTHS OF SEPARATION BY THE SAME  
20 EMPLOYER, PREVIOUSLY ACCRUED EARNED SICK TIME THAT HAD NOT BEEN USED MUST BE  
21 REINSTATED. THE EMPLOYEE MAY USE ACCRUED EARNED SICK TIME AND ACCRUE  
22 ADDITIONAL EARNED SICK TIME AT THE COMMENCEMENT OF THE REEMPLOYMENT.

23 K. IF A DIFFERENT EMPLOYER SUCCEEDS OR REPLACES AN EXISTING EMPLOYER,  
24 ALL EMPLOYEES OF THE ORIGINAL EMPLOYER WHO REMAIN EMPLOYED BY THE SUCCESSOR  
25 EMPLOYER ARE ENTITLED TO USE ALL UNUSED EARNED SICK TIME ACCRUED WHILE  
26 EMPLOYED BY THE ORIGINAL EMPLOYER.

27 L. THIS ARTICLE DOES NOT:

28 1. DISCOURAGE OR PROHIBIT AN EMPLOYER FROM THE ADOPTION OR RETENTION  
29 OF A PAID LEAVE POLICY THAT IS MORE GENEROUS THAN THE EARNED SICK TIME LEAVE  
30 REQUIREMENTS OF THIS ARTICLE.

31 2. DIMINISH THE OBLIGATION OF AN EMPLOYER TO COMPLY WITH ANY CONTRACT,  
32 COLLECTIVE BARGAINING AGREEMENT, EMPLOYMENT BENEFIT PLAN OR OTHER AGREEMENT  
33 THAT PROVIDES MORE GENEROUS PAID LEAVE TO AN EMPLOYEE THAN REQUIRED IN THIS  
34 ARTICLE.

35 3. DIMINISH THE RIGHTS OF PUBLIC EMPLOYEES REGARDING PAID SICK TIME OR  
36 USE OF PAID SICK TIME AS OTHERWISE PROVIDED BY LAW.

37 4. PREEMPT, LIMIT OR OTHERWISE AFFECT THE APPLICABILITY OF ANY OTHER  
38 LAW, REGULATION, REQUIREMENT, POLICY OR STANDARD THAT PROVIDES FOR GREATER  
39 ACCRUAL OR USE BY EMPLOYEES OF SICK TIME, WHETHER PAID OR UNPAID, OR THAT  
40 EXTENDS OTHER PROTECTIONS TO EMPLOYEES.

41 23-373. Use of earned sick time

42 A. AN EMPLOYEE MAY USE EARNED SICK TIME:

43 1. FOR AN EMPLOYEE'S:

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

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

1 E. EARNED SICK TIME IS COMPENSATED AT THE SAME HOURLY RATE AND WITH  
2 THE SAME BENEFITS, INCLUDING HEALTH CARE BENEFITS, AS THE EMPLOYEE NORMALLY  
3 EARNS DURING HOURS WORKED, EXCEPT THAT THE HOURLY WAGE MAY NOT BE LESS THAN  
4 THAT PRESCRIBED IN SECTION 23-363.

5 F. FOR EARNED SICK TIME OF MORE THAN THREE CONSECUTIVE DAYS, AN  
6 EMPLOYER MAY REQUIRE REASONABLE DOCUMENTATION THAT THE EARNED SICK TIME IS  
7 FOR A PURPOSE PRESCRIBED BY SUBSECTION A OF THIS SECTION. REASONABLE  
8 DOCUMENTATION INCLUDES:

9 1. DOCUMENTATION THAT IS SIGNED BY A HEALTH PROFESSIONAL THAT INDICATES  
10 THAT EARNED SICK TIME IS NECESSARY.

11 2. A POLICE REPORT THAT INDICATES THAT THE EMPLOYEE OR EMPLOYEE'S  
12 FAMILY MEMBER WAS A VICTIM OF ABUSE, DOMESTIC VIOLENCE, SEXUAL ASSAULT OR  
13 STALKING.

14 3. A COURT ORDER, PROTECTIVE ORDER, INJUNCTION AGAINST HARASSMENT OR  
15 OTHER EVIDENCE FROM A COURT OR PROSECUTING ATTORNEY THAT AFFIRMS THAT THE  
16 EMPLOYEE OR EMPLOYEE'S FAMILY MEMBER IS INVOLVED IN LEGAL ACTION THAT IS  
17 RELATED TO ABUSE, DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING.

18 4. A SIGNED STATEMENT FROM A DOMESTIC VIOLENCE OR SEXUAL ASSAULT  
19 PROGRAM OR VICTIM SERVICES ORGANIZATION AFFIRMING THAT THE EMPLOYEE OR  
20 EMPLOYEE'S FAMILY MEMBER IS RECEIVING SERVICES RELATED TO ABUSE, DOMESTIC  
21 VIOLENCE, SEXUAL ASSAULT OR STALKING.

22 5. A SIGNED STATEMENT FROM A WITNESS ADVOCATE AFFIRMING THAT THE  
23 EMPLOYEE OR EMPLOYEE'S FAMILY MEMBER IS INVOLVED IN LEGAL ACTION OR  
24 RELOCATION THAT IS RELATED TO ABUSE, DOMESTIC VIOLENCE, SEXUAL ASSAULT OR  
25 STALKING.

26 6. A SIGNED STATEMENT FROM AN ATTORNEY, MEMBER OF THE CLERGY OR HEALTH  
27 PROFESSIONAL AFFIRMING THAT THE EMPLOYEE OR EMPLOYEE'S FAMILY MEMBER IS A  
28 VICTIM OF ABUSE, DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING.

29 7. AN EMPLOYEE'S WRITTEN STATEMENT AFFIRMING THAT THE EMPLOYEE OR  
30 EMPLOYEE'S FAMILY MEMBER IS A VICTIM OF ABUSE, DOMESTIC VIOLENCE, SEXUAL  
31 ASSAULT OR STALKING AND THAT THE EARNED SICK TIME WAS TAKEN FOR THAT PURPOSE.  
32 A WRITTEN STATEMENT PROVIDED PURSUANT TO THIS PARAGRAPH DOES NOT NEED TO BE  
33 IN AFFIDAVIT FORMAT OR NOTARIZED BUT SHALL BE LEGIBLE AND MAKE CLEAR THE  
34 EMPLOYEE'S IDENTITY AND, IF APPLICABLE, THE EMPLOYEE'S RELATIONSHIP TO THE  
35 FAMILY MEMBER.

36 G. THE PROVISION OF DOCUMENTATION PURSUANT TO SUBSECTION F OF THIS  
37 SECTION DOES NOT WAIVE OR DIMINISH ANY CONFIDENTIAL OR PRIVILEGED  
38 COMMUNICATIONS BETWEEN A VICTIM OF ABUSE, DOMESTIC VIOLENCE, SEXUAL ASSAULT  
39 OR STALKING AND THE PERSON THAT PROVIDES THE DOCUMENTATION.

40 H. AN EMPLOYER MAY NOT REQUIRE THAT THE DOCUMENTATION EXPLAIN THE  
41 NATURE OF THE ILLNESS OR THE DETAILS OF THE ABUSE, DOMESTIC VIOLENCE, SEXUAL  
42 ASSAULT OR STALKING. IF AN EMPLOYER CHOOSES TO REQUIRE DOCUMENTATION FOR  
43 EARNED SICK TIME AND THE EMPLOYEE DOES NOT HAVE HEALTH INSURANCE, THE  
44 EMPLOYER IS RESPONSIBLE FOR PAYING ALL OF THE OUT-OF-POCKET EXPENSES THE  
45 EMPLOYEE INCURS IN OBTAINING THE DOCUMENTATION. IF THE EMPLOYEE DOES HAVE

1 HEALTH INSURANCE, THE EMPLOYER IS RESPONSIBLE FOR PAYING ANY COSTS THE HEALTH  
2 CARE PROVIDER CHARGES TO THE EMPLOYEE FOR PROVIDING THE SPECIFIC  
3 DOCUMENTATION THAT THE EMPLOYER REQUIRES.

4 I. AN EMPLOYEE SHALL PROVIDE DOCUMENTATION ON REQUEST TO THE EMPLOYER  
5 IN A TIMELY MANNER. THE EMPLOYER MAY NOT DELAY THE COMMENCEMENT OF THE EARNED  
6 SICK TIME ON THE BASIS THAT THE EMPLOYER HAS NOT RECEIVED DOCUMENTATION.

7 J. AN EMPLOYER MAY NOT REQUIRE, AS A CONDITION OF PROVIDING EARNED  
8 SICK TIME, THAT THE EMPLOYEE SEARCH FOR OR FIND A REPLACEMENT WORKER TO COVER  
9 THE HOURS DURING WHICH THE EMPLOYEE IS ON EARNED SICK TIME.

10 K. AN EMPLOYEE MAY USE EARNED SICK TIME IN EITHER HOURLY INCREMENTS OR  
11 THE SMALLEST INCREMENTS THAT THE EMPLOYER'S PAYROLL SYSTEM USES TO ACCOUNT  
12 FOR ABSENCES OR USE OF OTHER TIME, WHICHEVER IS SMALLER.

13 23-374. Protection of rights; retaliation prohibition

14 A. IT IS UNLAWFUL FOR AN EMPLOYER OR ANY OTHER PERSON TO INTERFERE  
15 WITH, RESTRAIN OR DENY THE EXERCISE OF, OR THE ATTEMPT TO EXERCISE, ANY RIGHT  
16 THAT IS PROVIDED UNDER THIS ARTICLE.

17 B. AN EMPLOYER MAY NOT ENGAGE IN RETALIATION OR DISCRIMINATION AGAINST  
18 AN EMPLOYEE BECAUSE THE EMPLOYEE HAS EXERCISED, OR ATTEMPTED TO EXERCISE, ANY  
19 RIGHT THAT IS PROVIDED UNDER THIS ARTICLE.

20 23-375. Notice and posting

21 A. AN EMPLOYER SHALL GIVE NOTICE TO AN EMPLOYEE AT THE COMMENCEMENT OF  
22 EMPLOYMENT OR BY JANUARY 1, 2017, WHICHEVER IS LATER, OF THE FOLLOWING:

23 1. EMPLOYEES ARE ENTITLED TO EARNED SICK TIME, THE AMOUNT OF EARNED  
24 SICK TIME AND THE TERMS OF ITS USE GUARANTEED UNDER THIS ARTICLE.

25 2. RETALIATION AGAINST EMPLOYEES WHO REQUEST OR USE EARNED SICK TIME  
26 IS PROHIBITED.

27 3. EACH EMPLOYEE MAY FILE A COMPLAINT OR BRING A CIVIL ACTION IF THE  
28 EMPLOYER DENIES EARNED SICK TIME OR THE EMPLOYEE IS RETALIATED AGAINST FOR  
29 REQUESTING OR TAKING EARNED SICK TIME.

30 B. TO COMPLY WITH THIS SECTION, AN EMPLOYER SHALL:

31 1. SUPPLY EACH EMPLOYEE WITH A NOTICE THAT CONTAINS IN ENGLISH,  
32 SPANISH AND ANY LANGUAGE THAT IS THE FIRST LANGUAGE SPOKEN BY AT LEAST TEN  
33 PERCENT OF THE EMPLOYER'S WORKFORCE THE INFORMATION THAT IS REQUIRED IN  
34 SUBSECTION A OF THIS SECTION.

35 2. DISPLAY A POSTER IN A CONSPICUOUS AND ACCESSIBLE PLACE IN EACH  
36 ESTABLISHMENT WHERE EMPLOYEES ARE EMPLOYED THAT CONTAINS IN ENGLISH, SPANISH  
37 AND ANY LANGUAGE THAT IS THE FIRST LANGUAGE SPOKEN BY AT LEAST TEN PERCENT OF  
38 THE EMPLOYER'S WORKFORCE THE INFORMATION THAT IS REQUIRED IN SUBSECTION A OF  
39 THIS SECTION.

40 C. THE COMMISSION SHALL CREATE AND MAKE AVAILABLE TO EMPLOYERS NOTICES  
41 AND POSTERS THAT CONTAIN IN ENGLISH, SPANISH AND ANY LANGUAGE DEEMED  
42 APPROPRIATE BY THE COMMISSION THE INFORMATION THAT IS REQUIRED UNDER  
43 SUBSECTION A OF THIS SECTION FOR THE EMPLOYERS' USE IN COMPLYING WITH THIS  
44 SECTION.

1           23-376. Employer records

2           AN EMPLOYER SHALL RETAIN RECORDS THAT DOCUMENT HOURS WORKED BY  
3 EMPLOYEES AND EARNED SICK TIME TAKEN BY EMPLOYEES FOR A PERIOD OF AT LEAST  
4 THREE YEARS AND SHALL ALLOW THE COMMISSION ACCESS TO THESE RECORDS, WITH  
5 APPROPRIATE NOTICE AND AT A MUTUALLY AGREEABLE TIME, TO MONITOR COMPLIANCE  
6 WITH THE REQUIREMENTS OF THIS ARTICLE.

7           23-377. Enforcement: civil penalty

8           A. THE COMMISSION SHALL:

9           1. IMPLEMENT AND ENFORCE THIS ARTICLE AND ADOPT RULES FOR THESE  
10 PURPOSES.

11           2. DEVELOP AND IMPLEMENT AN OUTREACH AND EDUCATION PROGRAM TO INFORM  
12 EMPLOYEES OF THEIR RIGHTS UNDER THIS ARTICLE THAT INCLUDES THE DISTRIBUTION  
13 OF NOTICES AND OTHER WRITTEN MATERIALS TO CHILD CARE AND ELDER CARE  
14 PROVIDERS, DOMESTIC VIOLENCE SHELTERS, SCHOOLS, HOSPITALS, COMMUNITY HEALTH  
15 CENTERS, OTHER HEALTH PROVIDERS AND OTHER ORGANIZATIONS.

16           B. AN EMPLOYEE OR OTHER PERSON MAY REPORT TO THE COMMISSION ANY  
17 SUSPECTED VIOLATION OF THIS ARTICLE. THE COMMISSION SHALL KEEP CONFIDENTIAL  
18 THE NAME AND OTHER IDENTIFYING INFORMATION OF THE EMPLOYEE OR PERSON THAT  
19 REPORTS THE VIOLATION, EXCEPT THAT THE COMMISSION MAY DISCLOSE THIS  
20 INFORMATION AS AUTHORIZED BY THE EMPLOYEE OR OTHER PERSON AS NECESSARY TO  
21 ENFORCE THIS SECTION OR FOR OTHER APPROPRIATE PURPOSES.

22           C. ANY PERSON THAT IS INJURED BY A VIOLATION OF THIS ARTICLE MAY  
23 MAINTAIN A CIVIL ACTION TO ENFORCE THIS ARTICLE IN A COURT OF COMPETENT  
24 JURISDICTION AND MAY BE AWARDED REASONABLE ATTORNEY FEES AND COSTS.

25           D. ANY EMPLOYER THAT VIOLATES RECORDKEEPING, POSTING OR OTHER  
26 REQUIREMENTS THAT THE COMMISSION ESTABLISHES UNDER THIS ARTICLE IS SUBJECT TO  
27 A CIVIL PENALTY OF AT LEAST ONE HUNDRED DOLLARS BUT NOT MORE THAN TWO HUNDRED  
28 DOLLARS FOR EACH SEPARATE VIOLATION.

29           E. ANY EMPLOYER THAT FAILS TO PROVIDE EARNED SICK TIME AS REQUIRED  
30 UNDER THIS ARTICLE OR ENGAGES IN RETALIATION AGAINST AN EMPLOYEE FOR THE USE  
31 OF EARNED SICK TIME IN VIOLATION OF THIS ARTICLE IS SUBJECT TO A CIVIL  
32 PENALTY OF AT LEAST ONE THOUSAND FIVE HUNDRED DOLLARS BUT NOT MORE THAN TWO  
33 THOUSAND FIVE HUNDRED DOLLARS AND SHALL PAY THE EMPLOYEE AN AMOUNT SET BY THE  
34 COMMISSION OR A COURT THAT IS SUFFICIENT TO COMPENSATE THE EMPLOYEE AND DETER  
35 FUTURE VIOLATIONS.

36           F. A CIVIL ACTION TO ENFORCE THIS ARTICLE MAY BE COMMENCED NOT LATER  
37 THAN TWO YEARS AFTER THE DATE THE EMPLOYEE KNEW OR SHOULD HAVE KNOWN OF THE  
38 VIOLATION, OR THREE YEARS IN THE CASE OF A WILFUL VIOLATION.

39           23-378. Confidentiality

40           A. AN EMPLOYER MAY NOT REQUIRE DISCLOSURE OF DETAILS THAT RELATE TO  
41 ABUSE, DOMESTIC VIOLENCE, SEXUAL ASSAULT OR STALKING OR THE DETAILS OF AN  
42 EMPLOYEE'S MEDICAL CONDITION AS A CONDITION OF RECEIVING EARNED SICK TIME  
43 LEAVE.

44           B. AN EMPLOYER MAY NOT DISCLOSE EXCEPT TO THE AFFECTED EMPLOYEE OR  
45 WITH THE PERMISSION OF THE AFFECTED EMPLOYEE HEALTH INFORMATION OR

1 INFORMATION THAT RELATES TO ABUSE, DOMESTIC VIOLENCE, SEXUAL ASSAULT OR  
2 STALKING ABOUT AN EMPLOYEE OR EMPLOYEE'S FAMILY MEMBER, AND THIS INFORMATION  
3 SHALL BE TREATED AS CONFIDENTIAL.

4 C. ANY HEALTH OR SAFETY INFORMATION POSSESSED BY AN EMPLOYER REGARDING  
5 AN EMPLOYEE OR AN EMPLOYEE'S FAMILY MEMBER SHALL BE MAINTAINED ON A SEPARATE  
6 FORM AND IN A SEPARATE FILE FROM OTHER PERSONNEL INFORMATION.

7 ARTICLE 8.2. FLEXIBLE SCHEDULING

8 23-381. Definitions

9 IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

10 1. "BONA FIDE BUSINESS REASON" MEANS:

11 (a) THE IDENTIFIABLE BURDEN OF ADDITIONAL COSTS TO AN EMPLOYER,  
12 INCLUDING THE COST OF PRODUCTIVITY LOSS, RETRAINING OR HIRING EMPLOYEES OR  
13 TRANSFERRING EMPLOYEES FROM ONE FACILITY TO ANOTHER FACILITY.

14 (b) A SIGNIFICANT DETRIMENTAL EFFECT ON THE EMPLOYER'S ABILITY TO MEET  
15 ORGANIZATIONAL NEEDS OR CUSTOMER DEMAND.

16 (c) A SIGNIFICANT INABILITY OF THE EMPLOYER, DESPITE BEST EFFORTS, TO  
17 REORGANIZE WORK AMONG EXISTING STAFF.

18 (d) A SIGNIFICANT DETRIMENTAL EFFECT ON BUSINESS PERFORMANCE.

19 (e) INSUFFICIENCY OF WORK DURING THE PERIODS AN EMPLOYEE PROPOSES TO  
20 WORK.

21 (f) THE NEED TO BALANCE COMPETING SCHEDULING REQUESTS WHEN IT IS NOT  
22 POSSIBLE TO GRANT ALL SCHEDULING REQUESTS WITHOUT A SIGNIFICANT DETRIMENTAL  
23 EFFECT ON THE EMPLOYER'S ABILITY TO MEET ORGANIZATIONAL NEEDS.

24 (g) ANOTHER REASON PRESCRIBED BY THE COMMISSION IN RULE.

25 2. "CAREER-RELATED EDUCATIONAL OR TRAINING PROGRAM" MEANS AN  
26 EDUCATIONAL OR TRAINING PROGRAM OFFERED BY A CAREER AND TECHNICAL EDUCATION  
27 SCHOOL, AN INSTITUTION OF HIGHER EDUCATION OR ANOTHER ENTITY THAT PROVIDES  
28 EDUCATION, CAREER AND TECHNICAL EDUCATION OR TRAINING THAT LEADS TO A  
29 POSTSECONDARY DEGREE.

30 3. "CAREGIVER" MEANS AN INDIVIDUAL WHO IS A SIGNIFICANT PROVIDER OF:

31 (a) ONGOING CARE OR EDUCATION FOR A CHILD, INCLUDING AN INDIVIDUAL WHO  
32 IS RESPONSIBLE FOR SECURING ONGOING CARE OR EDUCATION FOR A CHILD.

33 (b) ONGOING CARE FOR A FAMILY MEMBER, INCLUDING AN INDIVIDUAL WHO IS  
34 RESPONSIBLE FOR SECURING ONGOING CARE FOR A FAMILY MEMBER.

35 4. "COMMISSION" MEANS THE INDUSTRIAL COMMISSION OF ARIZONA.

36 5. "EMPLOYEE" MEANS ANY PERSON WHO IS EMPLOYED BY AN EMPLOYER FOR MORE  
37 THAN EIGHTY HOURS IN A CALENDAR YEAR. EMPLOYEE DOES NOT INCLUDE AN  
38 INDIVIDUAL EMPLOYED BY THIS STATE, A POLITICAL SUBDIVISION OF THIS STATE OR  
39 THE UNITED STATES OR COVERED BY A VALID COLLECTIVE BARGAINING AGREEMENT THAT  
40 EXPRESSLY GOVERNS WORK SCHEDULING PRACTICES IN CLEAR AND UNAMBIGUOUS TERMS.

41 6. "EMPLOYER" INCLUDES ANY CORPORATION, PROPRIETORSHIP, PARTNERSHIP,  
42 JOINT VENTURE, LIMITED LIABILITY COMPANY, TRUST, ASSOCIATION, INDIVIDUAL OR  
43 OTHER ENTITY ACTING DIRECTLY OR INDIRECTLY IN THE INTEREST OF AN EMPLOYER IN  
44 RELATION TO AN EMPLOYEE, BUT DOES NOT INCLUDE THIS STATE, A POLITICAL  
45 SUBDIVISION OF THIS STATE OR THE UNITED STATES.

1           7. "FAMILY MEMBER" MEANS:  
2           (a) A BIOLOGICAL, ADOPTED OR FOSTER CHILD, A STEPCHILD OR LEGAL WARD,  
3 A CHILD OF A DOMESTIC PARTNER OR A CHILD FOR WHOM THE EMPLOYEE SERVES AS A  
4 TEMPORARY GUARDIAN.  
5           (b) A BIOLOGICAL, FOSTER OR ADOPTIVE PARENT OR LEGAL GUARDIAN OF THE  
6 EMPLOYEE OR THE EMPLOYEE'S SPOUSE OR DOMESTIC PARTNER, A STEPPARENT OF THE  
7 EMPLOYEE OR THE EMPLOYEE'S SPOUSE OR DOMESTIC PARTNER OR AN INDIVIDUAL WHO  
8 WAS A TEMPORARY GUARDIAN OF THE EMPLOYEE WHEN THE EMPLOYEE WAS A MINOR.  
9           (c) THE SPOUSE OR DOMESTIC PARTNER OF THE EMPLOYEE.  
10           (d) A GRANDPARENT OR A SPOUSE OR DOMESTIC PARTNER OF A GRANDPARENT.  
11           (e) A BIOLOGICAL, FOSTER OR ADOPTED SIBLING OR A SPOUSE OR DOMESTIC  
12 PARTNER OF A BIOLOGICAL, FOSTER OR ADOPTED SIBLING.  
13           (f) A GRANDCHILD.  
14           (g) ANY OTHER INDIVIDUAL WHO IS RELATED BY BLOOD OR AFFINITY WHOSE  
15 CLOSE ASSOCIATION WITH THE EMPLOYEE IS THE EQUIVALENT OF A FAMILY  
16 RELATIONSHIP.  
17           8. "RETALIATION" MEANS ANY THREAT, DISCHARGE, SUSPENSION, DEMOTION,  
18 REDUCTION OF HOURS BY AN EMPLOYER OF AN EMPLOYEE OR OTHER ADVERSE ACTION THAT  
19 AN EMPLOYER TAKES AGAINST AN EMPLOYEE AND INCLUDES ANY SANCTIONS AGAINST A  
20 RECIPIENT OF PUBLIC BENEFITS OR INTERFERENCE WITH OR PUNISHMENT FOR  
21 PARTICIPATING IN AN INVESTIGATION, PROCEEDING OR HEARING UNDER THIS ARTICLE.  
22           9. "SPLIT SHIFT" MEANS A SCHEDULE OF DAILY HOURS IN WHICH THE HOURS  
23 WORKED ARE NOT CONSECUTIVE. A SPLIT SHIFT DOES NOT INCLUDE A SCHEDULE IN  
24 WHICH THE TOTAL TIME OUT FOR MEALS IS NOT MORE THAN ONE HOUR.  
25           23-382. Request for change in the terms and conditions of  
26 employment  
27           A. AN EMPLOYEE MAY REQUEST A CHANGE IN THE TERMS AND CONDITIONS OF  
28 EMPLOYMENT RELATED TO:  
29           1. THE NUMBER OF HOURS THE EMPLOYEE IS REQUIRED TO WORK OR BE ON CALL  
30 FOR WORK.  
31           2. THE TIMES WHEN THE EMPLOYEE IS REQUIRED TO WORK OR BE ON CALL FOR  
32 WORK.  
33           3. THE LOCATION WHERE THE EMPLOYEE IS REQUIRED TO WORK.  
34           4. THE AMOUNT OF NOTIFICATION THE EMPLOYEE RECEIVES OF WORK SCHEDULE  
35 ASSIGNMENTS.  
36           5. THE MINIMIZATION OF FLUCTUATIONS IN THE NUMBER OF HOURS THE  
37 EMPLOYEE IS SCHEDULED TO WORK ON A DAILY, WEEKLY OR MONTHLY BASIS.  
38           B. IF AN EMPLOYEE REQUESTS A CHANGE IN THE TERMS AND CONDITIONS OF  
39 EMPLOYMENT AS PRESCRIBED BY SUBSECTION A OF THIS SECTION, THE EMPLOYER SHALL  
40 ENGAGE IN A TIMELY, GOOD-FAITH INTERACTIVE PROCESS WITH THE EMPLOYEE,  
41 INCLUDING DISCUSSING POTENTIAL SCHEDULE CHANGES THAT WOULD MEET THE  
42 EMPLOYEE'S NEEDS. IF THE EMPLOYER DENIES THE PROPOSED CHANGE IN THE TERMS  
43 AND CONDITIONS OF EMPLOYMENT REQUESTED BY THE EMPLOYEE, THE EMPLOYER SHALL  
44 CONSIDER ALTERNATIVES TO THE PROPOSED CHANGE THAT MAY MEET THE EMPLOYEE'S

1 NEEDS. IF THE EMPLOYER DENIES THE ALTERNATIVE CHANGE, THE EMPLOYER SHALL  
2 STATE THE REASON FOR THE DENIAL.

3 C. IF THE EMPLOYER REQUIRES CLARIFICATION OF THE INFORMATION PROVIDED  
4 BY THE EMPLOYEE IN THE REQUEST TO CHANGE THE TERMS AND CONDITIONS OF  
5 EMPLOYMENT, THE EMPLOYER SHALL EXPLAIN WHAT ADDITIONAL INFORMATION IS NEEDED  
6 AND PROVIDE THE EMPLOYEE REASONABLE TIME TO PRODUCE THE INFORMATION.

7 D. IF AN EMPLOYEE REQUESTS A CHANGE IN THE TERMS AND CONDITIONS OF  
8 EMPLOYMENT AS PRESCRIBED IN SUBSECTION A OF THIS SECTION BECAUSE OF A SERIOUS  
9 HEALTH CONDITION OF THE EMPLOYEE, THE EMPLOYEE'S RESPONSIBILITIES AS A  
10 CAREGIVER FOR A FAMILY MEMBER OR THE EMPLOYEE'S ENROLLMENT IN A  
11 CAREER-RELATED EDUCATIONAL OR TRAINING PROGRAM, OR IF THE EMPLOYEE IS A  
12 PART-TIME EMPLOYEE AND THE REQUEST IS RELATED TO A SECOND JOB, THE EMPLOYER  
13 SHALL GRANT THE REQUEST, UNLESS THE EMPLOYER HAS A BONA FIDE BUSINESS REASON  
14 FOR DENYING THE REQUEST.

15 E. IF AN EMPLOYEE REQUESTS A CHANGE IN THE TERMS AND CONDITIONS OF  
16 EMPLOYMENT AS PRESCRIBED IN SUBSECTION A OF THIS SECTION FOR A REASON OTHER  
17 THAN THE REASONS PROVIDED IN SUBSECTION D OF THIS SECTION, THE EMPLOYER MAY  
18 DENY THE REQUEST FOR ANY LAWFUL REASON. IF THE EMPLOYER DENIES THE REQUEST,  
19 THE EMPLOYER SHALL PROVIDE THE EMPLOYEE WITH THE REASON FOR THE DENIAL,  
20 INCLUDING IF THE REASON IS A BONA FIDE BUSINESS REASON.

21 23-383. Pay and schedule notice requirements for retail, food  
22 service or cleaning employees; definition

23 A. AN EMPLOYER SHALL PAY AN EMPLOYEE AS FOLLOWS:

24 1. FOR AT LEAST FOUR HOURS AT THE EMPLOYEE'S REGULAR RATE OF PAY FOR  
25 EACH DAY ON WHICH THE EMPLOYEE REPORTS FOR WORK UNDER SPECIFIC INSTRUCTIONS,  
26 BUT IS GIVEN LESS THAN FOUR HOURS OF WORK, EXCEPT THAT IF THE EMPLOYEE'S  
27 SCHEDULED HOURS ARE LESS THAN FOUR HOURS, THE EMPLOYEE SHALL BE PAID FOR THE  
28 EMPLOYEE'S SCHEDULED HOURS FOR THAT DAY IF GIVEN LESS THAN THE SCHEDULED  
29 HOURS OF WORK.

30 2. FOR AT LEAST ONE HOUR AT THE EMPLOYEE'S REGULAR RATE OF PAY FOR  
31 EACH DAY THE EMPLOYEE IS GIVEN SPECIFIC INSTRUCTIONS TO CONTACT THE EMPLOYER,  
32 OR WAIT TO BE CONTACTED BY THE EMPLOYER, LESS THAN TWENTY-FOUR HOURS IN  
33 ADVANCE OF THE START OF THE POTENTIAL WORK SHIFT TO DETERMINE IF THE EMPLOYEE  
34 MUST REPORT TO WORK FOR THE SHIFT.

35 3. FOR ONE ADDITIONAL HOUR AT THE EMPLOYEE'S REGULAR RATE OF PAY FOR  
36 EACH DAY DURING WHICH THE EMPLOYEE WORKS A SPLIT SHIFT.

37 B. AN EMPLOYER SHALL:

38 1. ON OR BEFORE A NEW EMPLOYEE'S FIRST DAY OF WORK, INFORM THE  
39 EMPLOYEE IN WRITING OF THE EMPLOYEE'S WORK SCHEDULE AND THE MINIMUM NUMBER OF  
40 EXPECTED WORK HOURS THE EMPLOYEE WILL BE ASSIGNED TO WORK PER MONTH.

41 2. EXCEPT AS PROVIDED IN SUBSECTION C OF THIS SECTION, IF THE  
42 EMPLOYEE'S WORK SCHEDULE CHANGES FROM THE WORK SCHEDULE OF WHICH THE EMPLOYEE  
43 WAS INFORMED PURSUANT TO PARAGRAPH 1 OF THIS SUBSECTION, PROVIDE A NEW WORK  
44 SCHEDULE TO THE EMPLOYEE AT LEAST FOURTEEN DAYS BEFORE THE FIRST DAY OF THE  
45 NEW WORK SCHEDULE. IF THE EXPECTED MINIMUM NUMBER OF WORK HOURS AN EMPLOYEE

1 IS ASSIGNED CHANGES, THE EMPLOYER SHALL NOTIFY THE EMPLOYEE OF THE CHANGE OF  
2 WORK HOURS AT LEAST FOURTEEN DAYS BEFORE THE CHANGE GOES INTO EFFECT. THIS  
3 PARAGRAPH DOES NOT PROHIBIT AN EMPLOYER FROM PROVIDING GREATER ADVANCE NOTICE  
4 TO AN EMPLOYEE THAN IS REQUIRED UNDER THIS PARAGRAPH.

5 3. POST THE WORK SCHEDULE IN A CONSPICUOUS PLACE IN EVERY  
6 ESTABLISHMENT WHERE AN EMPLOYEE IS EMPLOYED. AVAILABILITY OF THE WORK  
7 SCHEDULE BY ELECTRONIC MEANS ACCESSIBLE BY ALL EMPLOYEES IS CONSIDERED  
8 COMPLIANCE WITH THIS PARAGRAPH.

9 C. AN EMPLOYER MAY CHANGE THE WORK SCHEDULE AS NEEDED, INCLUDING  
10 OFFERING ADDITIONAL HOURS OF WORK TO EMPLOYEES BEYOND THE HOURS PREVIOUSLY  
11 SCHEDULED. AN EMPLOYER SHALL PROVIDE ONE EXTRA HOUR OF PAY AT THE EMPLOYEE'S  
12 REGULAR RATE FOR EACH SHIFT THAT IS CHANGED WITH LESS THAN TWENTY-FOUR HOURS'  
13 NOTICE, UNLESS THE NEED TO SCHEDULE THE EMPLOYEE IS DUE TO THE UNFORESEEN  
14 UNAVAILABILITY OF THE EMPLOYEE PREVIOUSLY SCHEDULED TO WORK THAT SHIFT.

15 D. THE NOTIFICATIONS REQUIRED UNDER SUBSECTION B OF THIS SECTION SHALL  
16 BE IN WRITING. AN EMPLOYER MAY USE ADDITIONAL MEANS OF NOTIFYING AN EMPLOYEE  
17 OF THE EMPLOYEE'S WORK SCHEDULE.

18 E. THIS SECTION DOES NOT:

19 1. PREVENT AN EMPLOYER FROM ALLOWING AN EMPLOYEE TO WORK IN PLACE OF  
20 ANOTHER EMPLOYEE WHO HAS BEEN SCHEDULED TO WORK A PARTICULAR SHIFT IF THE  
21 CHANGE IN SCHEDULE IS MUTUALLY AGREED ON BY THE EMPLOYEES. AN EMPLOYER IS  
22 NOT SUBJECT TO THE REQUIREMENTS OF SUBSECTION B, PARAGRAPH 2 OR SUBSECTION C  
23 OF THIS SECTION FOR VOLUNTARY SHIFT TRADES.

24 2. APPLY DURING PERIODS WHEN REGULAR OPERATIONS OF THE EMPLOYER ARE  
25 SUSPENDED DUE TO EVENTS BEYOND THE EMPLOYER'S CONTROL.

26 F. FOR THE PURPOSES OF THIS SECTION, "EMPLOYEE" MEANS ANY PERSON WHO  
27 IS EMPLOYED IN A RETAIL SALES OCCUPATION, FOOD PREPARATION AND SERVICE  
28 RELATED OCCUPATION OR BUILDING CLEANING OCCUPATION.

29 23-384. 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 THAT IS PROVIDED UNDER THIS ARTICLE.

33 B. AN EMPLOYER MAY NOT ENGAGE IN RETALIATION OR DISCRIMINATION AGAINST  
34 AN EMPLOYEE BECAUSE THE EMPLOYEE HAS EXERCISED, OR ATTEMPTED TO EXERCISE, ANY  
35 RIGHT THAT IS PROVIDED UNDER THIS ARTICLE.

36 23-385. Notice and posting

37 A. AN EMPLOYER SHALL GIVE NOTICE TO AN EMPLOYEE AT THE COMMENCEMENT OF  
38 EMPLOYMENT OR BY JANUARY 1, 2017, WHICHEVER IS LATER, OF THE FOLLOWING:

39 1. EMPLOYEES ARE ENTITLED TO REQUEST A CHANGE IN THE TERMS AND  
40 CONDITIONS OF EMPLOYMENT PURSUANT TO SECTION 23-382.

41 2. RETALIATION AGAINST EMPLOYEES WHO REQUEST A CHANGE IN THE TERMS AND  
42 CONDITIONS OF EMPLOYMENT PURSUANT TO SECTION 23-382 IS PROHIBITED.

43 3. EACH EMPLOYEE MAY FILE A COMPLAINT OR BRING A CIVIL ACTION IF THE  
44 EMPLOYER VIOLATES THIS ARTICLE OR THE EMPLOYEE IS RETALIATED AGAINST FOR  
45 REQUESTING A CHANGE IN THE TERMS AND CONDITIONS OF EMPLOYMENT.

1           B. TO COMPLY WITH THIS SECTION, AN EMPLOYER SHALL:  
2           1. SUPPLY EACH EMPLOYEE WITH A NOTICE THAT CONTAINS IN ENGLISH,  
3 SPANISH AND ANY LANGUAGE THAT IS THE FIRST LANGUAGE SPOKEN BY AT LEAST TEN  
4 PERCENT OF THE EMPLOYER'S WORKFORCE THE INFORMATION THAT IS REQUIRED IN  
5 SUBSECTION A OF THIS SECTION.  
6           2. DISPLAY A POSTER IN A CONSPICUOUS AND ACCESSIBLE PLACE IN EACH  
7 ESTABLISHMENT WHERE EMPLOYEES ARE EMPLOYED THAT CONTAINS IN ENGLISH, SPANISH  
8 AND ANY LANGUAGE THAT IS THE FIRST LANGUAGE SPOKEN BY AT LEAST TEN PERCENT OF  
9 THE EMPLOYER'S WORKFORCE THE INFORMATION THAT IS REQUIRED IN SUBSECTION A OF  
10 THIS SECTION.  
11          C. THE COMMISSION SHALL CREATE AND MAKE AVAILABLE TO EMPLOYERS NOTICES  
12 AND POSTERS THAT CONTAIN IN ENGLISH, SPANISH AND ANY LANGUAGE DEEMED  
13 APPROPRIATE BY THE COMMISSION THE INFORMATION THAT IS REQUIRED UNDER  
14 SUBSECTION A OF THIS SECTION FOR THE EMPLOYERS' USE IN COMPLYING WITH THIS  
15 SECTION.  
16          23-386. Employer records  
17          AN EMPLOYER SHALL RETAIN RECORDS THAT DOCUMENT COMPLIANCE WITH THIS  
18 ARTICLE FOR A PERIOD OF AT LEAST THREE YEARS AND SHALL ALLOW THE COMMISSION  
19 ACCESS TO THESE RECORDS, WITH APPROPRIATE NOTICE AND AT A MUTUALLY AGREEABLE  
20 TIME, TO MONITOR COMPLIANCE WITH THE REQUIREMENTS OF THIS ARTICLE.  
21          23-387. Enforcement; civil penalties  
22          A. THE COMMISSION SHALL:  
23           1. IMPLEMENT AND ENFORCE THIS ARTICLE AND ADOPT RULES FOR THESE  
24 PURPOSES.  
25           2. DEVELOP AND IMPLEMENT AN OUTREACH AND EDUCATION PROGRAM TO INFORM  
26 EMPLOYEES OF THEIR RIGHTS UNDER THIS ARTICLE THAT INCLUDES THE DISTRIBUTION  
27 OF NOTICES AND OTHER WRITTEN MATERIALS TO EMPLOYERS AND LABOR ORGANIZATIONS.  
28          B. AN EMPLOYEE OR OTHER PERSON MAY REPORT TO THE COMMISSION ANY  
29 SUSPECTED VIOLATION OF THIS ARTICLE. THE COMMISSION SHALL KEEP CONFIDENTIAL  
30 THE NAME AND OTHER IDENTIFYING INFORMATION OF THE EMPLOYEE OR PERSON THAT  
31 REPORTS THE VIOLATION, EXCEPT THAT THE COMMISSION MAY DISCLOSE THIS  
32 INFORMATION AS AUTHORIZED BY THE EMPLOYEE OR OTHER PERSON AS NECESSARY TO  
33 ENFORCE THIS SECTION OR FOR OTHER APPROPRIATE PURPOSES.  
34          C. ANY PERSON THAT IS INJURED BY A VIOLATION OF THIS ARTICLE MAY  
35 MAINTAIN A CIVIL ACTION TO ENFORCE THIS ARTICLE IN A COURT OF COMPETENT  
36 JURISDICTION AND MAY BE AWARDED REASONABLE ATTORNEY FEES AND COSTS.  
37          D. ANY EMPLOYER THAT VIOLATES RECORDKEEPING, POSTING OR OTHER  
38 REQUIREMENTS THAT THE COMMISSION ESTABLISHES UNDER THIS ARTICLE IS SUBJECT TO  
39 A CIVIL PENALTY OF NOT MORE THAN ONE HUNDRED DOLLARS FOR EACH SEPARATE  
40 VIOLATION.  
41          E. ANY EMPLOYER THAT WILFULLY VIOLATES THIS ARTICLE IS SUBJECT TO A  
42 CIVIL PENALTY OF NOT MORE THAN ONE HUNDRED DOLLARS FOR EACH VIOLATION AND  
43 SHALL PAY THE EMPLOYEE AN AMOUNT SET BY THE COMMISSION OR A COURT THAT IS  
44 SUFFICIENT TO COMPENSATE THE EMPLOYEE AND DETER FUTURE VIOLATIONS.

1 F. ANY EMPLOYER THAT RETALIATES AGAINST AN EMPLOYEE FOR EXERCISING, OR  
2 ATTEMPTING TO EXERCISE, ANY RIGHT PROVIDED BY THIS ARTICLE IS SUBJECT TO A  
3 CIVIL PENALTY OF NOT MORE THAN ONE THOUSAND ONE HUNDRED DOLLARS AND SHALL PAY  
4 THE EMPLOYEE AN AMOUNT SET BY THE COMMISSION OR A COURT THAT IS SUFFICIENT TO  
5 COMPENSATE THE EMPLOYEE AND DETER FUTURE VIOLATIONS.

6 G. A CIVIL ACTION TO ENFORCE THIS ARTICLE MAY BE COMMENCED NOT LATER  
7 THAN TWO YEARS AFTER THE DATE THE EMPLOYEE KNEW OR SHOULD HAVE KNOWN OF THE  
8 VIOLATION, OR THREE YEARS IN THE CASE OF A WILFUL VIOLATION.

9 Sec. 6. Title 41, chapter 23, article 3, Arizona Revised Statutes, is  
10 amended by adding section 41-2535.01, to read:

11 41-2535.01. Equal pay certificate required; waiver; voiding of  
12 contract; hearing

13 A. BEGINNING JANUARY 1, 2017, A BUSINESS THAT HAS AT LEAST FORTY  
14 FULL-TIME EMPLOYEES IN THIS STATE OR THE STATE WHERE THE BUSINESS'S PRIMARY  
15 PLACE OF BUSINESS IS LOCATED MUST HAVE AN EQUAL PAY CERTIFICATE ISSUED BY THE  
16 INDUSTRIAL COMMISSION OF ARIZONA OR AN EQUAL PAY CERTIFICATE WAIVER ISSUED BY  
17 THE PROCUREMENT OFFICER TO BE ELIGIBLE TO CONTRACT WITH ANY PURCHASING AGENCY  
18 IN THIS STATE FOR A PROCUREMENT THAT EXCEEDS AN AGGREGATE AMOUNT OF FIVE  
19 HUNDRED THOUSAND DOLLARS.

20 B. THE PROCUREMENT OFFICER MAY ISSUE AN EQUAL PAY CERTIFICATE WAIVER  
21 TO A BUSINESS FOR A SPECIFIC CONTRACT IF THE PROCUREMENT OFFICER DETERMINES  
22 THAT APPLICATION OF THIS SECTION WOULD CAUSE UNDUE HARDSHIP TO THE PURCHASING  
23 AGENCY.

24 C. THE PROCUREMENT OFFICER MAY VOID A CONTRACT ON BEHALF OF THIS STATE  
25 IF THE CONTRACT IS AWARDED TO A BUSINESS THAT DOES NOT HAVE AN EQUAL PAY  
26 CERTIFICATE OR AN EQUAL PAY CERTIFICATE WAIVER OR WHOSE EQUAL PAY CERTIFICATE  
27 HAS BEEN SUSPENDED OR REVOKED PURSUANT TO SECTION 23-342. THE PROCUREMENT  
28 OFFICER SHALL NOTIFY ALL PARTIES TO THE CONTRACT BEFORE TAKING ACTION TO VOID  
29 THE CONTRACT.

30 D. A BUSINESS MAY REQUEST A HEARING TO APPEAL THE PROCUREMENT  
31 OFFICER'S ACTION TO VOID THE CONTRACT PURSUANT TO CHAPTER 6, ARTICLE 10 OF  
32 THIS TITLE.

33 Sec. 7. Requirements for enactment; three-fourths vote

34 Pursuant to article IV, part 1, section 1, Constitution of Arizona,  
35 section 23-362, Arizona Revised Statutes, as added by Laws 1997, chapter 51,  
36 section 1 and repealed by this act and section 23-363, Arizona Revised  
37 Statutes, as amended by this act, are effective only on the affirmative vote  
38 of at least three-fourths of the members of each house of the legislature.