

DRAFT 2
SENATE SUBSTITUTE FOR
HOUSE BILL NO. 4002

A bill to amend 2018 PA 338, entitled
"Earned sick time act,"
by amending the title and sections 2, 3, 4, 5, 6, 7, 8, and 12 (MCL
408.962, 408.963, 408.964, 408.965, 408.966, 408.967, 408.968, and
408.972) and by adding section 3a.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 TITLE
2 An initiation of legislation ~~act~~ to provide workers ~~require~~
3 **certain employers to provide certain employees** with the right to
4 ~~earn earned~~ sick time ~~for personal or family health needs, as well~~
5 ~~as that may be used for certain~~ purposes; ~~related to domestic~~
6 ~~violence and sexual assault and school meetings needed as the~~
7 ~~result of a child's disability, health issues or issues due to~~



1 ~~domestic violence and sexual assault;~~ to specify the conditions for
 2 accruing and using earned sick time; to prohibit ~~retaliation~~ **an**
 3 **employer from taking retaliatory personnel action** against an
 4 employee **certain employees** for requesting, exercising, or enforcing
 5 ~~rights granted in this act;~~ **certain acts;** to ~~prescribe~~ **provide for**
 6 **the** powers and duties of certain state departments, agencies, and
 7 officers **and entities;** to provide for promulgation of rules; and to
 8 provide remedies and sanctions.

9 Sec. 2. As used in this act:

10 (a) "Department" means the department of ~~licensing~~ **labor** and
 11 ~~regulatory affairs.~~ **economic opportunity.**

12 (b) "Director" means the director of the department of
 13 ~~licensing and regulatory affairs or his or her~~ **the director's**
 14 designee.

15 (c) "Domestic partner" means an adult in a committed
 16 relationship with another adult, including both same-sex and
 17 different-sex relationships. ~~"Committed relationship"~~ **As used in**
 18 **this subdivision, "committed relationship"** means ~~one~~ **a relationship**
 19 in which the employee and another individual share responsibility
 20 for a significant measure of each other's common welfare, such as
 21 any relationship between individuals of the same or different sex
 22 that is granted legal recognition by a state, political
 23 subdivision, or the District of Columbia as a marriage or analogous
 24 relationship, including, but not limited to, a civil union.

25 (d) "Domestic violence" ~~has the same meaning~~ **means that term**
 26 as ~~provided~~ **defined** in section 1 of 1978 PA 389, MCL 400.1501.

27 (e) "Earned sick time" means time off from work that is
 28 provided by an employer to an employee, whether paid or unpaid,
 29 that can be used for the purposes described in ~~subsection (1) of~~



1 ~~section 4 of this act.~~**section 4.**

2 (f) "Employee" means an individual engaged in service to an
3 employer in the business of the employer. ~~, except that employee~~
4 **Employee** does not include ~~an~~**any of the following:**

5 (i) **An** individual employed by the United States government.

6 (ii) **An individual who works in accordance with a policy of an**
7 **employer if both of the following conditions are met:**

8 (A) **The policy allows the individual to schedule the**
9 **individual's own working hours.**

10 (B) **The policy prohibits the employer from taking adverse**
11 **personnel action against the individual if the individual does not**
12 **schedule a minimum number of working hours.**

13 (iii) **An unpaid trainee or unpaid intern.**

14 (iv) **An individual who is employed in accordance with the youth**
15 **employment standards act, 1978 PA 90, MCL 409.101 to 409.124.**

16 (g) "Employer" means any person, firm, business, educational
17 institution, ~~nonprofit agency,~~ corporation, limited liability
18 company, government entity, or other entity that employs 1 or more
19 individuals. ~~, except that employer~~**Employer** does not include the
20 United States government.

21 (h) "Family member" includes all of the following:

22 (i) ~~(i)~~A biological, adopted or foster child, stepchild or
23 legal ward, a child of a domestic partner, or a child to whom the
24 employee stands in loco parentis.

25 (ii) ~~(ii)~~A biological parent, foster parent, stepparent, or
26 adoptive parent or a legal guardian of an employee or an employee's
27 spouse or domestic partner or ~~a person~~**an individual** who stood in
28 loco parentis when the employee was a minor child.

29 (iii) ~~(iii)~~ ~~A person~~**An individual** to whom the employee is



1 legally married under the laws of any state or a domestic partner.

2 (iv) ~~(iv)~~—A grandparent.

3 (v) ~~(v)~~—A grandchild.

4 (vi) ~~(vi)~~—A biological, foster, or adopted sibling.

5 (vii) ~~(vii)~~—Any other ~~An~~ individual related by blood ~~or~~
6 affinity ~~to the employee~~.

7 (viii) **An individual** whose close association with the employee
8 is the equivalent of a family relationship.

9 (i) "Health care professional" means any of the following:

10 (i) ~~(i)~~—**A** person licensed under federal law or the law of
11 this state to provide health care services, including, but not
12 limited to, nurses, doctors, and emergency room personnel.

13 (ii) ~~(ii)~~—A certified midwife.

14 (j) "Retaliatory personnel action" means any of the following:

15 (i) ~~(i)~~—Denial of any right guaranteed under this act.

16 (ii) ~~(ii)~~—A threat, discharge, suspension, demotion, reduction
17 of hours, or other adverse **personnel** action against an employee or
18 former employee for exercise of a right guaranteed under this act.

19 (iii) ~~(iii)~~—Sanctions against an employee who is a recipient of
20 public benefits for exercise of a right guaranteed under this act.

21 (iv) ~~(iv)~~—Interference with, or punishment for, an individual's
22 participation in any manner in an investigation, proceeding, or
23 hearing under this act.

24 (k) "Sexual assault" means any act that constitutes a
25 violation of section 520b, 520c, 520d, 520e, ~~520f~~, or 520g of the
26 Michigan penal code, 1931 PA 328, MCL 750.520b, 750.520c, 750.520d,
27 750.520e, ~~750.520f~~, and 750.520g.

28 (l) ~~(l)~~—"Small business" means an employer for which **10 or**
29 fewer ~~than 10~~ individuals work for compensation during a given



1 week. In determining the number of individuals performing work for
 2 compensation during a given week, all individuals performing work
 3 for compensation on a full-time, part-time, or temporary basis
 4 shall ~~must~~ be counted, including individuals made available to work
 5 through the services of a temporary services or staffing agency or
 6 similar entity. An employer is not a small business if it
 7 maintained ~~10 or more~~ **than 10** employees on its payroll during any
 8 20 or more calendar workweeks in either the current or ~~the~~
 9 **immediately** preceding calendar year.

10 (m) "Unpaid trainee or unpaid intern" means an individual who
 11 receives training from an employer in accordance with all of the
 12 following:

13 (i) The training the individual receives is similar to the
 14 experience provided in a vocational school.

15 (ii) The training is for the benefit of the individual.

16 (iii) The individual does not displace the employer's employees,
 17 but works under close supervision.

18 (iv) The employer receives no immediate advantage from the
 19 activities of the individual and, on occasion, the employer's
 20 operations may be impeded by the individual.

21 (v) The individual is not entitled to a job at the conclusion
 22 of the training.

23 (vi) The employer and the individual understand that the
 24 individual is not entitled to wages for time spent in training.

25 Sec. 3. (1) ~~Each~~ **An** employer shall provide earned sick time to
 26 each of the employer's employees in this state.

27 (2) ~~(a) Employees~~ **Except as otherwise provided in this**
 28 **subsection and subsection (4), an employee** of a small business
 29 shall ~~must~~ accrue a minimum of ~~one~~ **1** hour of **paid** earned sick time



1 for every 30 hours worked, **not including hours used as paid time**
 2 **off**, but ~~shall may~~ not be entitled to use more than 40 hours of
 3 paid earned sick time in a year unless the employer selects a
 4 higher limit. ~~If an employee of a small business accrues more than~~
 5 ~~40 hours of earned sick time in a calendar year, the employee shall~~
 6 ~~be entitled to use an additional 32 hours of unpaid earned sick~~
 7 ~~time in that year, unless the employer selects a higher limit.~~
 8 ~~Employees of a small business must be entitled to use paid earned~~
 9 ~~sick time before using unpaid earned sick time.~~ **As an alternative to**
 10 **the accrual of paid earned sick time, a small business may provide**
 11 **an employee not less than 40 hours of paid earned sick time at the**
 12 **beginning of a year for immediate use. Notwithstanding the**
 13 **requirements of subsection (6), a small business is not required to**
 14 **do any of the following until October 1, 2025:**

15 (a) Allow an employee to accrue paid earned sick time in
 16 accordance with this subsection.

17 (b) Provide paid earned sick time to an employee as an
 18 alternative to the accrual of paid earned sick time.

19 (c) Calculate and track an employee's accrual of paid earned
 20 sick time.

21 (3) ~~(b) All~~ **Except as otherwise provided in this subsection**
 22 **and subsection (4), all other employees shall must** accrue a minimum
 23 of ~~one~~ 1 hour of paid earned sick time for every 30 hours worked,
 24 **not including hours used as paid leave**, but ~~shall may~~ not be
 25 ~~entitled to use~~ more than 72 hours of paid earned sick time ~~per in~~
 26 **a year, unless the employer selects a higher limit. As an**
 27 **alternative to the accrual of paid earned sick time, an employer**
 28 **may provide an employee not less than 72 hours of paid earned sick**
 29 **time at the beginning of a year for immediate use.**



1 (4) An employer that employs a part-time employee may provide
2 paid earned sick time to the part-time employee at the beginning of
3 a year in accordance with all of the following requirements:

4 (a) The employer provides the part-time employee with a
5 written notice of how many hours the part-time employee is expected
6 to work for a year at the time of hire.

7 (b) The amount of earned sick time provided to the part-time
8 employee at the beginning of the year is, at a minimum,
9 proportional to the earned sick time that the part-time employee
10 would accrue if the part-time employee worked all of the hours
11 expected as provided in the written notice.

12 (c) If the part-time employee works more hours than what is
13 expected as provided in the written notice, the employer must
14 provide the part-time employee with additional earned sick time in
15 accordance with the accrual requirements under this section.

16 (5) ~~(e) Earned~~ Subject to the requirements of this subsection,
17 **earned** sick time ~~shall carry~~ **carries** over from year to year, but a
18 small business is not required to ~~permit~~ **allow** an employee to use
19 more than 40 hours of paid earned sick time ~~and 32 hours of unpaid~~
20 ~~earned sick time~~ in a single year, and **all** other employers are not
21 required to ~~permit~~ **allow** an employee to use more than 72 hours of
22 paid earned sick time in a single year. **An employer shall allow an**
23 **employee to carry over all of the employee's unused accrued paid**
24 **earned sick time not to exceed 72 hours or, if the employer is a**
25 **small business, not to exceed 40 hours from 1 year to the next**
26 **year, unless the employer selects a higher limit. This act does not**
27 **require an employer that provides paid earned sick time at the**
28 **beginning of a year as described in subsections (2) to (4) to do**
29 **any of the following:**



1 (a) Allow an employee to carry over any unused earned sick
2 time from 1 year to the next year.

3 (b) Calculate and track an employee's accrual of paid earned
4 sick time.

5 (c) Pay the employee the value of the employee's unused
6 accrued paid earned sick time at the end of the year in which the
7 earned sick time was accrued.

8 (6) ~~(2)~~ Earned sick time as provided in this section shall
9 ~~begin~~ **begins** to accrue on the effective date of this ~~law,~~ **act**, or
10 upon commencement of the employee's employment, whichever is later.
11 An employee may use accrued earned sick time as it is accrued,
12 except that an employer may require an employee hired after ~~April~~
13 ~~1, 2019,~~ **the effective date of the 2025 amendatory act that amended**
14 **this section** to wait until ~~the ninetieth~~ **120** calendar ~~day~~ **days**
15 after commencing employment before using accrued earned sick time.

16 ~~(3) For purposes of subsection (1), "year" shall mean a~~
17 ~~regular and consecutive twelve-month period, as determined by an~~
18 ~~employer.~~

19 ~~(4) For purposes of earned sick time accrual under this act,~~
20 ~~an employee who is exempt from overtime requirements under section~~
21 ~~13(a)(1) of the Fair Labor Standards Act, 29 USC 213(a)(1), is~~
22 ~~assumed to work 40 hours in each workweek unless the employee's~~
23 ~~normal work week is less than 40 hours, in which case earned sick~~
24 ~~time accrues based upon that normal workweek.~~

25 (7) ~~(5)~~ An employer ~~other than a small business~~ is in
26 compliance with this section if the employer ~~provides any~~ **meets**
27 **either of the following conditions:**

28 (a) **Provides the employer's employees with paid leave time off**
29 ~~in at least~~ **not less than** the same amounts **of time off** as that



1 provided under this act that may be used for ~~the same purposes and~~
2 ~~under the same conditions provided in a purpose described in~~
3 **section 4 or any other purpose. If an employee uses paid time off**
4 **as described in this subdivision for a purpose described in section**
5 **4, this act and that is accrued at a rate equal to or greater than**
6 ~~the rate described in subsections (1) and (2). An employer that is~~
7 ~~a small business is in compliance with this section if the employer~~
8 ~~provides paid leave in at least the same amounts as that provided~~
9 ~~under this act that may be used for the same purposes and under the~~
10 ~~same conditions provided in this act and that is accrued at a rate~~
11 ~~equal to or greater than the rate described in subsections (1) and~~
12 ~~(2) provided further that that employees of the small business are~~
13 ~~entitled to use paid earned sick time before using unpaid earned~~
14 ~~sick time. For purposes of this subsection, "paid leave" includes~~
15 ~~but is not limited to paid vacation days, personal days, and paid~~
16 ~~time off.~~**applies to the use of that paid time off. An employer that**
17 **provides paid time off as described in this subdivision is not**
18 **required to allow an employee to use paid time off for a purpose**
19 **described in section 4 in an amount that exceeds the amounts of**
20 **time off provided under this act.**

21 (b) The employer is a signatory to a collective bargaining
22 agreement that requires contributions to a multiemployer plan as
23 that term is defined in section 3 of subtitle A of title I of the
24 employee retirement income security act of 1974, 29 USC 1002, that
25 may be used under the same conditions as provided for under this
26 act, in an amount equal to or greater than what is required to be
27 provided under this act, and that accrues at a rate equal to or
28 greater than the rate described in subsections (2) and (3).
29 Provided, however, that the multiemployer plan that provides paid



1 sick leave benefits may credit and pay accrued paid sick leave
 2 benefits in a manner similar to other fringe benefits provided by
 3 the multiemployer plan. A multiemployer plan that provides benefits
 4 in accordance with this act is not required to pay accrued paid
 5 sick leave benefits if an employer does not remit required
 6 contributions to the plan. If an employer does not make required
 7 contributions to the multiemployer plan as provided in this
 8 subdivision, the employer is not considered to be in compliance
 9 with the employer's obligations under this act.

10 (8) ~~(6)~~—An employer shall pay each employee using paid earned
 11 sick time at a pay rate equal to the greater of either the normal
 12 hourly wage **or base wage** for that employee or the minimum wage
 13 established under the **improved** workforce opportunity wage act, ~~2014~~
 14 ~~PA 138, MCL 408.411 to 408.424, 2018 PA 337, MCL 408.931 to~~
 15 **408.945**, but not less than the minimum wage rate established in
 16 section 4 of the **improved** workforce opportunity wage act, ~~2014 PA~~
 17 ~~138, MCL 408.414. For any employee whose hourly wage varies~~
 18 ~~depending on the work performed, the "normal hourly wage" means the~~
 19 ~~average hourly wage of the employee in the pay period immediately~~
 20 ~~prior to the pay period in which the employee used paid earned sick~~
 21 ~~time.~~ **2018 PA 337, MCL 408.934. An employer is not required to**
 22 **include overtime pay, holiday pay, bonuses, commissions,**
 23 **supplemental pay, piece-rate pay, tips, or gratuities in the**
 24 **calculation of an eligible employee's normal hourly wage or base**
 25 **wage.**

26 (9) ~~(7)~~—An employer shall not require an employee to search
 27 for or secure a replacement worker as a condition for using earned
 28 sick time.

29 (10) For purposes of subsections (2) to (5), "year" means a



1 regular and consecutive 12-month period, as determined by an
2 employer.

3 (11) For purposes of earned sick time accrual under this act,
4 all of the following apply:

5 (a) An employee who is exempt from overtime requirements under
6 section 13(a) (1) of the fair labor standards act, 29 USC 213, is
7 assumed to work 40 hours in each workweek unless the employee's
8 normal workweek is less than 40 hours, in which case earned sick
9 time accrues based on that normal workweek.

10 (b) An employee who is covered under 29 CFR 825.801 is assumed
11 to have worked not less than 40 hours in each workweek or is
12 assumed to have worked not less 30 hours if employed by a small
13 business.

14 Sec. 3a. An employer that makes contributions to a
15 multiemployer plan as described in section 3(7) (b) shall not
16 require an employee to wait until 120 calendar days after
17 commencing employment with that employer before using unused
18 accrued earned sick time and nonforfeited paid sick leave benefits
19 that were earned as a result of past service for a different
20 employer that also made contributions to the same multiemployer
21 plan or any paid sick leave benefits earned by working under the
22 collective bargaining agreement for that employer.

23 Sec. 4. (1) An employer shall ~~permit~~**allow** an employee to use
24 the earned sick time accrued **or provided** under section 3 for any of
25 the following **purposes**:

26 (a) The employee's mental or physical illness, injury, or
27 health condition; medical diagnosis, care, or treatment of the
28 employee's mental or physical illness, injury, or health condition;
29 or preventative medical care for the employee.



1 (b) For the employee's family member's mental or physical
 2 illness, injury, or health condition, ~~+~~medical diagnosis, care, or
 3 treatment of the employee's family member's mental or physical
 4 illness, injury, or health condition ~~+~~or preventative medical care
 5 for a family member of the employee.

6 (c) If the employee or the employee's family member is a
 7 victim of domestic violence or sexual assault, for medical care or
 8 psychological or other counseling for physical or psychological
 9 injury or disability, ~~+~~to obtain services from a victim services
 10 organization, ~~+~~to relocate due to domestic violence or sexual
 11 assault, ~~+~~to obtain legal services, ~~+~~or to participate in any
 12 civil or criminal proceedings related to or resulting from the
 13 domestic violence or sexual assault.

14 (d) For meetings at a child's school or place of care related
 15 to the child's health or disability, or the effects of domestic
 16 violence or sexual assault on the child. ~~+~~~~or~~

17 (e) For closure of the employee's place of business by order
 18 of a public official due to a public health emergency, ~~+~~for an
 19 employee's need to care for a child whose school or place of care
 20 has been closed by order of a public official due to a public
 21 health emergency, ~~+~~or when it has been determined by the health
 22 authorities having jurisdiction or by a health care provider that
 23 the employee's or employee's family member's presence in the
 24 community would jeopardize the health of others because of the
 25 employee's or family member's exposure to a communicable disease,
 26 whether or not the employee or family member has actually
 27 contracted the communicable disease.

28 (2) If the employee's need to use earned sick time is
 29 foreseeable, an employer may require advance notice, not to exceed



1 7 days ~~prior to~~ **before** the date the earned sick time is to begin,
 2 of the intention to use the earned sick time.

3 (3) If the employee's need for the earned sick time is not
 4 foreseeable, an employer, may require the employee to give notice
 5 of the intention ~~as~~ **in either of the following manners:**

6 (a) **As** soon as practicable.

7 (b) **In accordance with the employer's policy related to**
 8 **requesting or using sick time or leave if both of the following are**
 9 **met:**

10 (i) **On the date of the employee's hire, on the effective date**
 11 **of the 2025 amendatory act that added this subparagraph, or on the**
 12 **date that the employer's policy takes effect, whichever is latest,**
 13 **the employer provides the employee with a written copy of the**
 14 **policy that includes procedures for how the employee must provide**
 15 **notice.**

16 (ii) **The employer's notice requirement allows the employee to**
 17 **provide notice after the employee is aware of the need for the**
 18 **earned sick time.**

19 (4) **An employer that requires notice for sick time that is not**
 20 **foreseeable under subsection (3) (b) shall not deny an employee's**
 21 **use of earned sick time that is not foreseeable if either of the**
 22 **following conditions applies:**

23 (a) **The employer did not provide a written policy to the**
 24 **employee as required under subsection (3) (b) (i).**

25 (b) **The employer made a change to the written policy and did**
 26 **not provide notice of the change to the employee within 5 days**
 27 **after the change.**

28 (5) ~~(3)~~ **Earned sick time may be used in the smaller of hourly**
 29 **1-hour increments or the smallest increment that the employer's**



1 ~~payroll system~~ **employer** uses to account for absences of use of
2 other time.

3 **(6)** ~~(4)~~ For earned sick time of more than 3 consecutive days,
4 an employer may require reasonable documentation that the earned
5 sick time has been used for a purpose described in subsection (1).
6 Upon the employer's request, the employee must provide the
7 documentation to the employer ~~in a timely manner.~~ **not more than 15**
8 **days after the employer's request.** The employer shall not delay the
9 commencement of earned sick time on the basis that the employer has
10 not yet received documentation. Documentation signed by a health
11 care professional indicating that earned sick time is necessary is
12 reasonable documentation for purposes of this subsection. In cases
13 of domestic violence or sexual assault, ~~one~~ **any** of the following
14 types of documentation selected by the employee ~~shall be~~ **are**
15 considered reasonable documentation:

16 (a) ~~a~~ **A** police report indicating that the employee or the
17 employee's family member was a victim of domestic violence or
18 sexual assault. ~~+~~

19 (b) ~~a~~ **A** signed statement from a victim and witness advocate
20 affirming that the employee or employee's family member is
21 receiving services from a victim services organization. ~~+~~ ~~or~~

22 (c) ~~a~~ **A** court document indicating that the employee or
23 employee's family member is involved in legal action related to
24 domestic violence or sexual assault.

25 **(7)** An employer shall not require that the documentation
26 explain the nature of the illness or the details of the violence.
27 If an employer chooses to require documentation for earned sick
28 time, the employer is responsible for paying all out-of-pocket
29 expenses the employee incurs in obtaining the documentation. If the

1 employee does have health insurance, the employer is responsible
 2 for paying any costs charged to the employee by the health care
 3 provider for providing the specific documentation required by the
 4 employer.

5 (8) ~~(5)~~—An employer shall not require disclosure of details
 6 relating to domestic violence or sexual assault or the details of
 7 an employee's or an employee's family member's medical condition as
 8 a condition of providing earned sick time under this act. If an
 9 employer possesses health information or information pertaining to
 10 domestic violence or sexual assault about an employee or employee's
 11 family member, the employer shall treat that information as
 12 confidential and shall not disclose that information except to the
 13 affected employee or with the permission of the affected employee.

14 (9) ~~(6)~~—This act does not require an employer to provide
 15 earned sick time for any purposes other than as described in this
 16 section.

17 Sec. 5. (1) If an employee is transferred to a separate
 18 division, entity, or location, but remains employed by the same
 19 employer, the employee ~~shall retain~~**retains** all earned sick time
 20 that was accrued at the prior division, entity, or location and may
 21 use all accrued earned sick time as provided in section 4. If an
 22 employee separates from employment and is rehired by the same
 23 employer ~~within 6~~**not more than 2** months ~~of~~**after** the separation,
 24 the employer shall reinstate previously accrued, unused earned sick
 25 time and shall ~~permit~~**allow** the reinstated employee to use that
 26 earned sick time and accrue additional earned sick time upon
 27 reinstatement. **This subsection does not apply if an employer pays**
 28 **an employee the value of the employee's unused accrued earned sick**
 29 **time at the time of a transfer or separation.**



1 (2) If a different employer succeeds or takes the place of an
 2 existing employer, the successor employer assumes the
 3 responsibility for the earned sick time rights that employees who
 4 remain employed by the successor employer accrued under the
 5 original employer. Those employees are entitled to use earned sick
 6 time previously accrued on the terms provided in this act. **This**
 7 **subsection does not apply if an employer pays an employee the value**
 8 **of the employee's unused accrued earned sick time at the time of a**
 9 **succession.**

10 (3) This act does not require an employer to provide financial
 11 or other reimbursement to an employee for accrued earned sick time
 12 that was not used upon the employee's termination, resignation,
 13 retirement, or other separation from employment.

14 Sec. 6. (1) An employer or any other person shall not
 15 interfere with, restrain, or deny the exercise of, or the attempt
 16 to exercise, any right protected under this act.

17 (2) ~~An~~ **Except as otherwise provided in subsection (5), an**
 18 employer shall not take retaliatory personnel action or
 19 discriminate against an employee because the employee has exercised
 20 a right protected under this act. Rights protected by this act
 21 include, but are not limited to, the right to use earned sick time
 22 ~~pursuant to~~ **under** this act, the right to file a complaint or inform
 23 any person about any employer's alleged violation of this act, the
 24 right to cooperate with the department in ~~its~~ **the department's**
 25 investigations of alleged violations of this act, and the right to
 26 inform any person of ~~his or her~~ **the person's** rights under this act.

27 (3) An employer's absence control policy ~~shall~~ **must** not treat
 28 earned sick time taken under this act as an absence that may lead
 29 to or result in retaliatory personnel action.



1 (4) The protections in this section apply to any person ~~who~~
 2 **that** mistakenly but in good faith alleges a violation of this
 3 section.

4 ~~(5) There is a rebuttable presumption of a violation of this~~
 5 ~~section if an employer takes adverse personnel action against a~~
 6 ~~person within 90 days after that person does any of the following:~~

7 ~~(a) Files a complaint with the department or a court alleging~~
 8 ~~a violation of this act.~~

9 ~~(b) Informs any person about an employer's alleged violation~~
 10 ~~of this act.~~

11 ~~(c) Cooperates with the department or another person in the~~
 12 ~~investigation or prosecution of any alleged violation of this act.~~

13 ~~(d) Opposes any policy, practice, or act that is prohibited~~
 14 ~~under this act.~~

15 ~~(e) Informs any person of his or her rights under this act.~~

16 **(5) An employer may take adverse personnel action against an**
 17 **employee if the employee uses earned sick time for a purpose other**
 18 **than a purpose described in section 4, or violates the notice**
 19 **requirements under this act.**

20 Sec. 7. (1) If an employer violates this act, the employee
 21 affected by the violation, at any time ~~within~~ **not later than** 3
 22 years after the violation, ~~or the date when the employee knew of~~
 23 ~~the violation, whichever is later, may do any of the following:~~

24 ~~(a) Bring a civil action for appropriate relief, including,~~
 25 ~~but not limited to, payment for used earned sick time; rehiring or~~
 26 ~~reinstatement to the employee's previous job; payment of back~~
 27 ~~wages; reestablishment of employee benefits to which the employee~~
 28 ~~otherwise would have been eligible if the employee had not been~~
 29 ~~subjected to retaliatory personnel action or discrimination; and an~~



1 ~~equal additional amount as liquidated damages together with costs~~
 2 ~~and reasonable attorney fees as the court allows.~~

3 ~~(b) File~~ **file** a claim with the department. ~~, which~~ **The**
 4 **department** shall investigate the claim. ~~Filing a claim with the~~
 5 ~~department is neither a prerequisite nor a bar to bringing a civil~~
 6 ~~action.~~

7 (2) ~~(a)~~ The director shall enforce the provisions of this act.
 8 In ~~effectuating such enforcement,~~ **enforcing this act**, the director
 9 shall ~~establish~~ **do both of the following**:

10 (a) **Establish** a system ~~utilizing~~ **that uses** multiple means of
 11 communication to receive complaints ~~regarding non-compliance~~ **that**
 12 **are related to noncompliance** with this act. ~~and investigate~~

13 (b) **Investigate** complaints received by the department in a
 14 timely manner.

15 (3) ~~(b)~~ Any person ~~alleging~~ **that alleges** a violation of this
 16 ~~chapter shall have~~ **act has** the right to file a complaint with the
 17 department. The department shall encourage reporting pursuant to
 18 this subsection by keeping confidential, to the maximum extent
 19 permitted by applicable laws, the name and other identifying
 20 information of the employee or person reporting the violation. ~~7~~
 21 ~~provided, however, that with the authorization of such person,~~
 22 **However, if the person provides authorization to the department,**
 23 the department may disclose ~~his or her~~ **the person's** name and
 24 identifying information as necessary to enforce this ~~chapter~~ **act** or
 25 for other appropriate purposes.

26 (4) ~~(e)~~ Upon receiving a complaint alleging a violation of
 27 this ~~chapter,~~ **act**, the department shall investigate ~~such~~ **the**
 28 complaint and attempt to resolve it through mediation between the
 29 complainant and the subject of the complaint, or other means. The



1 department shall keep ~~complainants~~**a complainant** notified regarding
 2 the status of ~~their~~**the complainant's** complaint and any resultant
 3 investigation. If the department believes that a violation has
 4 occurred, it shall issue to the offending person or entity a notice
 5 of violation and the relief required of the offending person or
 6 entity. The department shall prescribe the form and wording of such
 7 notices of violation including any method of appealing the decision
 8 of the department.

9 **(5)** ~~(d)~~The department ~~shall have the power to~~**may** impose
 10 penalties and ~~to~~grant an employee or former employee all
 11 appropriate relief, including but not limited to, payment of all
 12 earned sick time improperly withheld, any and all damages incurred
 13 by the complaint as the result of violation of this act, back pay,
 14 and reinstatement in the case of job loss.

15 **(6)** ~~(3)~~If the director determines that there is reasonable
 16 cause to believe that an employer violated this act and the
 17 department is subsequently unable to obtain voluntary compliance by
 18 the employer within a reasonable time, the department shall bring a
 19 civil action ~~as provided in subsection (1)(a)~~ on behalf of the
 20 employee. The department may investigate and file a civil action
 21 ~~under subsection (1)(a)~~ on behalf of all employees **of** that employer
 22 who are similarly situated at the same ~~work site and who have not~~
 23 ~~brought a civil action under subsection (1)(a).~~ **A worksite. Except**
 24 **as otherwise provided under section 12, a** contract or agreement
 25 between the employer and the employee or any acceptance by the
 26 employee of a paid or unpaid leave policy that provides fewer
 27 rights or benefits than provided by this act is void and
 28 unenforceable.

29 **(7)** ~~(4)~~In addition to liability for civil remedies described



1 in this section, an employer ~~who fails to provide earned sick time~~
 2 ~~in violation of this act or~~ **that** takes retaliatory personnel action
 3 against an employee or former employee is subject to a civil fine
 4 of not more than \$1,000.00 **for each violation.**

5 **(8) In addition to liability for civil remedies described in**
 6 **this section, an employer that fails to provide earned sick time to**
 7 **an employee in violation of this act is subject to a civil fine of**
 8 **not more than 8 times the employee's normal hourly wage.**

9 **(9)** ~~(5)~~ An employer that willfully violates a notice or
 10 posting requirement of section 8 is subject to a civil fine of not
 11 more than \$100.00 for each ~~separate~~ violation.

12 Sec. 8. (1) An employer subject to this act shall provide
 13 written notice to each employee at the time of hiring or ~~by April~~
 14 ~~1, 2019,~~ **not later than 30 days the effective date of the 2025**
 15 **amendatory act that amended this section,** whichever is later,
 16 including, but not limited to, all of the following:

17 (a) The amount of earned sick time required to be provided to
 18 an employee under this act.

19 (b) The employer's choice of how to calculate a ~~"year"~~ **year**
 20 ~~according to subsection 3 of~~ **as that term is defined under** section
 21 3.

22 (c) The terms under which earned sick time may be used.

23 (d) That retaliatory personnel action **taken** by the employer
 24 against an employee for requesting or using earned sick time for
 25 which the employee is eligible is prohibited.

26 (e) The employee's right to ~~bring a civil action or file a~~
 27 complaint with the department for any violation of this act.

28 (2) The notice required under subsection (1) shall be in
 29 English, Spanish, and any language that is the first language



1 spoken by at least 10% of the employer's workforce, ~~as long as if~~
 2 the department has translated the notice into ~~such that~~ language.

3 (3) An employer shall display a poster at the employer's place
 4 of business, in a conspicuous place that is accessible to
 5 employees, that contains the information in subsection (1). The
 6 poster displayed ~~should~~ **must** be in English, Spanish, and any
 7 language that is the first language spoken by ~~at least not less~~
 8 **than** 10% of the employer's workforce, ~~as long as if~~ the department
 9 has translated the poster into ~~such that~~ language.

10 (4) The department shall create and make available to
 11 employers notices and posters that contain the information required
 12 under subsection (1) for **the** employers' use in complying with this
 13 section. The department shall provide ~~such the~~ notices and posters
 14 in English, Spanish, and any other ~~languages~~ **language** deemed
 15 appropriate by the department.

16 Sec. 12. **(1)** If an employer's employees are covered by a
 17 collective bargaining agreement in effect on the effective date of
 18 this act **and the collective bargaining agreement conflicts with**
 19 **this act**, this act applies beginning on the stated expiration date
 20 in the collective bargaining agreement, notwithstanding any
 21 statement in the agreement that it continues in force until a
 22 future date or event or the execution of a new collective
 23 bargaining agreement.

24 **(2)** If an employer's employee is covered by a contract, not
 25 including an employer policy signed by the employee, and all of the
 26 following requirements are satisfied, this act applies beginning on
 27 the stated expiration date in the contract, notwithstanding any
 28 statement in the contract that the contract continues in force
 29 until a future date or event or the execution of a new contract:



1 (a) The employer and employee signed the contract on or before
2 December 31, 2024.

3 (b) The contract is effective for not longer than 3 years.

4 (c) The contract prevents compliance with this act.

5 (d) The employer notifies the department of the contract.

6 (3) If a small business did not employ an employee before the
7 effective date of the 2025 amendatory act that added this
8 subsection, this act does not apply to that employer until 3 years
9 after the date that the employer first employs an employee.

10 Enacting section 1. This amendatory act takes effect on
11 February 21, 2025 at 12:02 a.m.