

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~~

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

Sec. 2. As used in this act:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) ~~(iv)~~ A grandparent.

(v) ~~(v)~~ A grandchild.

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

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

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

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

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

(ii) ~~(ii)~~ A certified midwife.

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

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

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

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

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

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

(l) ~~(l)~~ "Small business" means an employer for which 10 or 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 section 12,**
 28 **this subsection, and subsection (4), an employee** of a small
 29 business ~~shall~~**must** accrue a minimum of ~~one~~**1** hour of **paid** earned

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

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

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

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

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

1 time at the beginning of a year for immediate use.

2 (4) As an alternative to the accrual of paid earned sick time,
3 an employer that employs a part-time employee may provide paid
4 earned sick time to the part-time employee at the beginning of a
5 year for immediate use in accordance with all of the following
6 requirements:

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

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

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

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

1 require an employer that provides paid earned sick time at the
 2 beginning of a year as described in subsections (2) to (4) to do
 3 any of the following:

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

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

8 (c) Pay the employee the value of the employee's unused
 9 accrued paid earned sick time at the end of the year in which the
 10 earned sick time was accrued.

11 (6) ~~(2)~~ Earned sick time as provided in this section shall
 12 ~~begin~~ **begins** to accrue on the effective date of this law, ~~act~~, or
 13 upon commencement of the employee's employment, whichever is later.
 14 An employee may use accrued earned sick time as it is accrued,
 15 except that an employer may require an employee hired after April
 16 1, 2019, **the effective date of the 2025 amendatory act that amended**
 17 **this section** to wait until ~~the ninetieth~~ **120** calendar ~~day~~ **days**
 18 after commencing employment before using accrued earned sick time.

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

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

28 (7) ~~(5)~~ An employer ~~other than a small business is in~~
 29 compliance with this section if the employer ~~provides any~~ **meets**

1 either of the following conditions:

2 (a) Provides the employer's employees with paid leave time off
3 in ~~at least not less than~~ the same amounts of time off as that
4 provided under this act that may be used for the same purposes and
5 ~~under the same conditions provided in~~ the purposes described in
6 section 4 or any other purpose. If an employee uses paid time off
7 as described in this subdivision for the purposes described in
8 section 4, this act and that is accrued at a rate equal to or
9 greater than the rate described in subsections (1) and (2). An
10 employer that is a small business is in compliance with this
11 section if the employer provides paid leave in at least the same
12 amounts as that provided under this act that may be used for the
13 same purposes and under the same conditions provided in this act
14 and that is accrued at a rate equal to or greater than the rate
15 described in subsections (1) and (2) provided further that that
16 employees of the small business are entitled to use paid earned
17 sick time before using unpaid earned sick time. For purposes of
18 this subsection, "paid leave" includes but is not limited to paid
19 vacation days, personal days, and paid time off. applies to the use
20 of that paid time off. This act does not require an employer that
21 provides paid time off as described in this subdivision to allow an
22 employee to use paid time off for the purposes described in section
23 4 in an amount that exceeds the amounts of time off provided under
24 this act.

25 (b) The employer is a signatory to a collective bargaining
26 agreement that requires contributions to a multiemployer plan as
27 that term is defined in section 3 of subtitle A of title I of the
28 employee retirement income security act of 1974, 29 USC 1002, that
29 may be used under the same conditions as provided for under this

act, in an amount equal to or greater than what is required to be provided under this act, and that accrues at a rate equal to or greater than the rate described in subsections (2) and (3). This act does not require a multiemployer plan that provides benefits in accordance with this act to pay accrued paid sick leave benefits if an employer does not remit required contributions to the plan. If an employer does not make required contributions to the multiemployer plan as provided in this subdivision, the employer is not considered to be in compliance with the employer's obligations under this act.

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

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

1 (10) For purposes of subsections (2) to (5), "year" means a
2 regular and consecutive 12-month period, as determined by an
3 employer.

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

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

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

15 Sec. 3a. An employer that makes contributions to a
16 multiemployer plan as described in section 3(7)(b) shall not
17 require an employee to wait until 120 calendar days after
18 commencing employment with that employer before using unused
19 accrued earned sick time and nonforfeited paid sick leave benefits
20 that were earned as a result of past service for a different
21 employer that also made contributions to the same multiemployer
22 plan or any paid sick leave benefits earned by working under the
23 collective bargaining agreement for that employer. **Contributions**
24 **required under the collective bargaining agreement or other**
25 **employment agreement for the paid sick leave plan are due on the**
26 **same schedule as the other fringe benefit funds or plans to which**
27 **the signatory employer must contribute.**

28 Sec. 4. (1) An employer shall ~~permit~~**allow** an employee to use
29 the earned sick time accrued **or provided** under section 3 for any of

1 the following **purposes:**

2 (a) The employee's mental or physical illness, injury, or
3 health condition; medical diagnosis, care, or treatment of the
4 employee's mental or physical illness, injury, or health condition;
5 or preventative medical care for the employee.

6 (b) For the employee's family member's mental or physical
7 illness, injury, or health condition, ~~+~~medical diagnosis, care, or
8 treatment of the employee's family member's mental or physical
9 illness, injury, or health condition ~~+~~or preventative medical care
10 for a family member of the employee.

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

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

22 (e) For closure of the employee's place of business by order
23 of a public official due to a public health emergency, ~~+~~for an
24 employee's need to care for a child whose school or place of care
25 has been closed by order of a public official due to a public
26 health emergency, ~~+~~or when it has been determined by the health
27 authorities having jurisdiction or by a health care provider that
28 the employee's or employee's family member's presence in the
29 community would jeopardize the health of others because of the

1 employee's or family member's exposure to a communicable disease,
2 whether or not the employee or family member has actually
3 contracted the communicable disease.

4 (2) If the employee's need to use earned sick time is
5 foreseeable, an employer may require advance notice, not to exceed
6 7 days ~~prior to~~ **before** the date the earned sick time is to begin,
7 of the intention to use the earned sick time.

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

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

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

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

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

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

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

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

4 **(5) ~~(3)~~** Earned sick time may be used in ~~the smaller of hourly~~
 5 **1-hour** increments or the smallest increment that the ~~employer's~~
 6 ~~payroll system~~ **employer** uses to account for absences of use of
 7 other time.

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

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

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

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

(7) An employer shall not require that the documentation explain the nature of the illness or the details of the violence. If an employer chooses to require documentation for earned sick time, the employer is responsible for paying all out-of-pocket expenses the employee incurs in obtaining the documentation. If the employee does have health insurance, the employer is responsible for paying any costs charged to the employee by the health care provider for providing the specific documentation required by the employer.

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

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

Sec. 5. (1) If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, the employee ~~shall retain~~ **retains** all earned sick time that was accrued at the prior division, entity, or location and may use all accrued earned sick time as provided in section 4. If an employee separates from employment and is rehired by the same employer ~~within 6~~ **not more than 2** months ~~of~~ **after** the separation, the employer shall reinstate previously accrued, unused earned sick

1 time and shall ~~permit~~**allow** the reinstated employee to use that
2 earned sick time and accrue additional earned sick time upon
3 reinstatement. **This subsection does not apply if an employer pays**
4 **an employee the value of the employee's unused accrued earned sick**
5 **time at the time of a transfer or separation.**

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

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

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

22 (2) An employer shall not take retaliatory personnel action or
23 discriminate against an employee because the employee has exercised
24 a right protected under this act. Rights protected by this act
25 include, but are not limited to, the right to use earned sick time
26 ~~pursuant to~~**under** this act, the right to file a complaint or inform
27 any person about any employer's alleged violation of this act, the
28 right to cooperate with the department in ~~its~~**the department's**
29 investigations of alleged violations of this act, and the right to

1 inform any person of ~~his or her~~ **the person's** rights under this act.

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

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

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

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

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

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

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

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

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

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

28 ~~(a) Bring a civil action for appropriate relief, including,~~
29 ~~but not limited to, payment for used earned sick time; rehiring or~~

~~reinstatement to the employee's previous job; payment of back wages; reestablishment of employee benefits to which the employee otherwise would have been eligible if the employee had not been subjected to retaliatory personnel action or discrimination; and an equal additional amount as liquidated damages together with costs and reasonable attorney fees as the court allows.~~

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

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

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

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

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

1 (4) ~~(e)~~ Upon receiving a complaint alleging a violation of
 2 this ~~chapter, act~~, the department shall investigate ~~such the~~
 3 complaint and attempt to resolve it through mediation between the
 4 complainant and the subject of the complaint, or other means. The
 5 department shall keep ~~complainants~~ **a complainant** notified regarding
 6 the status of ~~their~~ **the complainant's** complaint and any resultant
 7 investigation. If the department believes that a violation has
 8 occurred, it shall issue to the offending person or entity a notice
 9 of violation and the relief required of the offending person or
 10 entity. The department shall prescribe the form and wording of such
 11 notices of violation including any method of appealing the decision
 12 of the department.

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

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

1 employee of a paid or unpaid leave policy that provides fewer
 2 rights or benefits than provided by this act is void and
 3 unenforceable.

4 **(7) ~~(4)~~**—In addition to liability for civil remedies described
 5 in this section, an employer ~~who fails to provide earned sick time~~
 6 ~~in violation of this act or~~ **that** takes retaliatory personnel action
 7 against an employee or former employee is subject to a civil fine
 8 of not more than \$1,000.00 **for each violation.**

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

13 **(9) ~~(5)~~**—An employer that willfully violates a notice or
 14 posting requirement of section 8 is subject to a civil fine of not
 15 more than \$100.00 for each ~~separate~~ violation.

16 Sec. 8. (1) An employer subject to this act shall provide
 17 written notice to each employee at the time of hiring or ~~by April~~
 18 ~~1, 2019,~~ **not later than 30 days the effective date of the 2025**
 19 **amendatory act that amended this section,** whichever is later,
 20 including, but not limited to, all of the following:

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

23 (b) The employer's choice of how to calculate a **"year"** ~~year~~
 24 ~~according to subsection 3 of~~ **as that term is defined under** section
 25 3.

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

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

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

3 (2) The notice required under subsection (1) shall be in
4 English, Spanish, and any language that is the first language
5 spoken by at least 10% of the employer's workforce, ~~as long as if~~
6 the department has translated the notice into ~~such that~~ language.

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

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

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

28 **(2) If an employer's employee is covered by a contract, not**
29 **including an employer policy signed by the employee, and all of the**

1 following requirements are satisfied, this act applies beginning on
2 the stated expiration date in the contract, notwithstanding any
3 statement in the contract that the contract continues in force
4 until a future date or event or the execution of a new contract:

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

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

8 (c) The contract **conflicts** with this act.

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

10 (3) If a small business did not employ an employee **on or**
11 **before February 21, 2022, the small employer is not required to**
12 **comply with this act until 3 years after the date that the employer**
13 **first employs an employee.**

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