

SENATE COMMITTEE OF REFERENCE REPORT

Chair of Committee

March 6, 2025
Date

Committee on Business, Labor, & Technology.

After consideration on the merits, the Committee recommends the following:

SB25-083 be amended as follows, and as so amended, be referred to the Committee of the Whole with favorable recommendation:

1 Amend printed bill, page 2, strike lines 3 and 4 and substitute "(2)(a),
2 (2)(b), (2)(c) introductory portion, (2)(c)(I), (2)(d), (3)(b), (3)(c), (5), and
3 (9)(a); and **add** (2)(c)(I.3), (2)(c)(I.4), (2)(c)(I.5), (2)(c)(I.6), (2)(c)(I.7),
4 (3)(e),".

5 Page 4, line 2, after "NURSING," insert "LICENSED TO PRACTICE AS A
6 CERTIFIED MIDWIFE,".

7 Page 4, after line 3 insert:

8 "(I.4) "PRACTICE AS A CERTIFIED MIDWIFE" HAS THE MEANING SET
9 FORTH IN SECTION 12-255-104 (7.5).".

10 Page 4, after line 22 insert:

11 "(b) A reasonable confidentiality provision OR TRADE SECRET
12 PROVISION relevant to the employer's business that does not prohibit
13 disclosure of information that arises from the worker's general training,
14 knowledge, skill, or experience, whether gained on the job or otherwise,
15 information that is readily ascertainable to the public, or information that
16 a worker otherwise has a right to disclose as legally protected conduct;".

17 Page 5, after line 12 insert:

18 "(e) A PROVISION PROVIDING FOR AN EMPLOYER'S RECOVERY OF:
19 (I) RELOCATION EXPENSES PAID BY THE EMPLOYER ON BEHALF OF
20 AN INDIVIDUAL. THE EMPLOYER'S RECOVERY IS LIMITED TO THE
21 REASONABLE COSTS OF THE RELOCATION AND MUST DECREASE OVER THE

1 COURSE OF NOT MORE THAN THREE YEARS SUBSEQUENT TO THE
2 BEGINNING OF THE INDIVIDUAL'S EMPLOYMENT PROPORTIONATELY BASED
3 ON THE NUMBER OF MONTHS THAT HAVE PASSED SINCE THE BEGINNING OF
4 THE EMPLOYMENT.

5 (II) A SIGNING BONUS OR OTHER REMUNERATION PAID BY THE
6 EMPLOYER TO AN INDIVIDUAL TO INDUCE THE INDIVIDUAL TO RELOCATE
7 OR, IN THE CASE OF A HEALTH-CARE PROVIDER, TO ESTABLISH A
8 HEALTH-CARE PRACTICE IN A SPECIFIED GEOGRAPHIC AREA. THE
9 EMPLOYER'S RECOVERY OF THE SIGNING BONUS OR OTHER REMUNERATION
10 MUST DECREASE OVER THE COURSE OF NOT MORE THAN THREE YEARS
11 SUBSEQUENT TO THE BEGINNING OF THE INDIVIDUAL'S OR HEALTH-CARE
12 PROVIDER'S EMPLOYMENT PROPORTIONATELY BASED ON THE NUMBER OF
13 MONTHS THAT HAVE PASSED SINCE THE BEGINNING OF THE INDIVIDUAL'S
14 OR HEALTH-CARE PROVIDER'S EMPLOYMENT.

15 (III) RECRUITING EXPENSES PAID BY THE EMPLOYER TO RECRUIT
16 A HEALTH-CARE PROVIDER. THE EMPLOYER'S RECOVERY OF THE
17 RECRUITING EXPENSES MUST DECREASE OVER THE COURSE OF NOT MORE
18 THAN THREE YEARS SUBSEQUENT TO THE BEGINNING OF THE HEALTH-CARE
19 PROVIDER'S EMPLOYMENT PROPORTIONATELY BASED ON THE NUMBER OF
20 MONTHS THAT HAVE PASSED SINCE THE BEGINNING OF THE HEALTH-CARE
21 PROVIDER'S EMPLOYMENT.

22 (IV) MARKETING EXPENSES PAID BY THE EMPLOYER TO MARKET
23 AN INDIVIDUAL HEALTH-CARE PROVIDER. THE EMPLOYER'S RECOVERY OF
24 THE MARKETING EXPENSES MUST DECREASE OVER THE COURSE OF NOT
25 MORE THAN THREE YEARS SUBSEQUENT TO THE BEGINNING OF THE
26 INDIVIDUAL'S EMPLOYMENT BASED ON THE NUMBER OF MONTHS THAT
27 HAVE PASSED SINCE THE BEGINNING OF THE INDIVIDUAL'S EMPLOYMENT."

28 Page 5, line 22, after "~~competition.~~" insert "A PROVISION OF AN
29 EMPLOYMENT AGREEMENT OR ANY OTHER AGREEMENT ENFORCEABLE AT
30 LAW THAT DOES NOT INCLUDE AN UNLAWFUL RESTRICTIVE COVENANT
31 REMAINS ENFORCEABLE AND SUBJECT TO ANY DAMAGES OR EQUITABLE
32 REMEDY OTHERWISE AVAILABLE AT LAW, INCLUDING, BUT NOT LIMITED
33 TO, LIQUIDATED DAMAGES."

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