

Second Regular Session  
Seventieth General Assembly  
STATE OF COLORADO

INTRODUCED

LLS NO. 16-0866.01 Kristen Forrestal x4217

SENATE BILL 16-114

---

SENATE SPONSORSHIP

Carroll and Ulibarri, Aguilar, Guzman, Jones, Kerr, Merrifield

HOUSE SPONSORSHIP

Danielson, Winter, Lebsock

---

Senate Committees

State, Veterans, & Military Affairs

House Committees

---

A BILL FOR AN ACT

101 CONCERNING THE REQUIREMENT THAT EMPLOYERS PROVIDE  
102 EMPLOYEE-EARNED PAID SICK TIME TO THEIR EMPLOYEES.

---

Bill Summary

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://www.leg.state.co.us/billsummaries>.)*

The bill creates the "Healthy Families and Workplaces Act" (act), which requires all private employers in Colorado to provide paid sick leave to their employees, accrued at one hour of sick leave for every 30 hours worked, subject to the following limits:

! For employers employing 10 or more employees, the employer is not required to provide more than a total of 72

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
*Capital letters indicate new material to be added to existing statute.*  
*Dashes through the words indicate deletions from existing statute.*

- hours of paid sick leave in a 12-month period; and
- ! For employers employing fewer than 10 employees, the employer is not required to provide more than a total of 40 hours of paid sick leave in a 12-month period.

An employee would start accruing paid sick leave when his or her employment begins and would be permitted to use his or her accrued paid sick leave as it is accrued.

Additionally, an employee would be allowed to carry forward and use in subsequent calendar years paid sick leave that is not used in the year in which it is accrued, subject to the caps on the total amount of leave allowed in a 12-month period.

Employees may use accrued paid sick leave to be absent from work for the following purposes:

- ! The employee has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
- ! The employee needs to care for a family member who has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
- ! The employee or family member has been the victim of domestic abuse, sexual assault, or harassment and needs to be absent from work for purposes related to such crime; or
- ! A public official has ordered the closure of the school or place of care of the employee's child or of the employee's place of business due to a public health emergency, necessitating the employee's absence from work.

The bill prohibits an employer from retaliating against an employee who uses his or her paid sick leave or otherwise exercises his or her rights under the act. Employers are required to notify employees of their rights under the act by providing employees with a written notice of their rights and displaying a poster, developed by the division of labor (division) in the department of labor and employment, detailing employees' rights under the act.

Employers must retain records documenting, by employee, the hours worked, paid sick leave accrued, and paid sick leave used and make such records available to the division to monitor compliance with the act.

The director of the division will implement and enforce the act and adopt rules necessary for such purposes. The bill treats an employee's information about his, her, or a family member's health condition or domestic abuse, sexual assault, or harassment case as confidential and prohibits an employer from disclosing such information or requiring the employee to disclose such information as a condition of using paid sick



1 (b) "EMPLOYER" DOES NOT INCLUDE THE FEDERAL GOVERNMENT.

2 (6) "FAMILY MEMBER" MEANS:

3 (a) A PERSON RELATED TO AN EMPLOYEE BY BLOOD, MARRIAGE,  
4 OR ADOPTION WHO IS THE CHILD, PARENT, SPOUSE, SIBLING,  
5 GRANDPARENT, OR GRANDCHILD OF THE EMPLOYEE;

6 (b) A FOSTER CHILD, PARENT, SIBLING, GRANDPARENT, OR  
7 GRANDCHILD OF THE EMPLOYEE OR A CHILD OF WHOM THE EMPLOYEE IS  
8 THE LEGAL GUARDIAN;

9 (c) THE EMPLOYEE'S DOMESTIC PARTNER, AS DEFINED IN SECTION  
10 24-50-603 (6.5), C.R.S.;

11 (d) THE SPOUSE OF AN EMPLOYEE'S CHILD, PARENT, SIBLING, OR  
12 GRANDPARENT;

13 (e) A LEGAL GUARDIAN OF AN EMPLOYEE, A PERSON WHO STOOD  
14 IN LOCO PARENTIS TO THE EMPLOYEE WHEN HE OR SHE WAS A MINOR, OR  
15 A PARENT OF THE EMPLOYEE'S SPOUSE;

16 (f) A PERSON WHO RESIDES WITH THE EMPLOYEE AND HAS RESIDED  
17 WITH THE EMPLOYEE FOR MORE THAN SIX MONTHS; AND

18 (g) ANY OTHER INDIVIDUAL RELATED BY BLOOD OR AFFINITY  
19 WHOSE CLOSE RELATIONSHIP WITH AN EMPLOYEE IS EQUIVALENT TO A  
20 FAMILY RELATIONSHIP.

21 (7) "HARASSMENT" HAS THE SAME MEANING SET FORTH IN  
22 SECTION 18-9-111, C.R.S.

23 (8) "PAID SICK LEAVE" MEANS TIME AWAY OR OFF FROM WORK  
24 THAT IS:

25 (a) COMPENSATED AT THE SAME HOURLY RATE AND WITH THE  
26 SAME BENEFITS, INCLUDING HEALTH CARE BENEFITS, AS THE EMPLOYEE  
27 NORMALLY EARNS DURING HOURS WORKED; AND

1 (b) PROVIDED BY AN EMPLOYER TO AN EMPLOYEE FOR THE  
2 PURPOSES DESCRIBED IN SECTION 8-13.1-104.

3 (9) "RETALIATORY PERSONNEL ACTION" MEANS THE DISCHARGE,  
4 SUSPENSION, DEMOTION, OR OTHER ADVERSE ACTION TAKEN BY THE  
5 EMPLOYER AGAINST AN EMPLOYEE WHO EXERCISES HIS OR HER RIGHTS  
6 UNDER THIS ARTICLE.

7 (10) "SEXUAL ASSAULT" HAS THE MEANING SET FORTH IN SECTION  
8 18-3-402, C.R.S.

9 **8-13.1-103. Paid sick leave - accrual - carry forward to**  
10 **subsequent calendar year - comparable leave provided by employer**  
11 **- no payment for unused leave. (1) ALL EMPLOYEES WORKING IN**  
12 **COLORADO HAVE THE RIGHT TO PAID SICK LEAVE AS SPECIFIED IN THIS**  
13 **ARTICLE.**

14 (2) (a) AN EMPLOYER SHALL PROVIDE EACH EMPLOYEE AT LEAST  
15 ONE HOUR OF PAID SICK LEAVE FOR EVERY THIRTY HOURS WORKED BY THE  
16 EMPLOYEE; EXCEPT THAT:

17 (I) AN EMPLOYER THAT EMPLOYS TEN OR MORE EMPLOYEES IS NOT  
18 REQUIRED TO PROVIDE EACH EMPLOYEE MORE THAN A TOTAL OF  
19 SEVENTY-TWO HOURS OF PAID SICK LEAVE IN A TWELVE-MONTH PERIOD;  
20 OR

21 (II) AN EMPLOYER THAT EMPLOYS FEWER THAN TEN EMPLOYEES  
22 IS NOT REQUIRED TO PROVIDE EACH EMPLOYEE MORE THAN A TOTAL OF  
23 FORTY HOURS OF PAID SICK LEAVE IN A TWELVE-MONTH PERIOD.

24 (b) NOTHING IN THIS ARTICLE PRECLUDES AN EMPLOYER FROM  
25 PROVIDING EMPLOYEES MORE PAID SICK LEAVE THAN THE AMOUNTS  
26 SPECIFIED IN THIS SUBSECTION (2).

27 (c) AN EMPLOYEE WHO IS EXEMPT FROM OVERTIME REQUIREMENTS

1 UNDER SECTION 213 (a) (1) OF THE FEDERAL "FAIR LABOR STANDARDS  
2 ACT OF 1938", AS AMENDED, 29 U.S.C. SEC. 201 ET SEQ., SHALL ACCRUE  
3 PAID SICK LEAVE BASED ON THE ASSUMPTION THAT THE EMPLOYEE WORKS  
4 FORTY HOURS A WEEK. IF THE EMPLOYEE'S NORMAL WORK WEEK CONSISTS  
5 OF FEWER THAN FORTY HOURS, THE EMPLOYEE SHALL ACCRUE PAID SICK  
6 LEAVE BASED UPON THE NUMBER OF HOURS THAT COMPRISE THE  
7 EMPLOYEE'S NORMAL WORK WEEK.

8 (3) (a) AN EMPLOYEE SHALL BEGIN TO ACCRUE PAID SICK LEAVE  
9 WHEN EMPLOYMENT WITH THE EMPLOYER BEGINS AND IS ENTITLED TO USE  
10 HIS OR HER ACCRUED PAID SICK LEAVE AS IT IS ACCRUED.

11 (b) ANY AMOUNT OF PAID SICK LEAVE THAT AN EMPLOYEE  
12 ACCRUES IN A CALENDAR YEAR BUT DOES NOT USE CARRIES FORWARD TO,  
13 AND MAY BE USED IN, SUBSEQUENT CALENDAR YEARS, BUT THE EMPLOYER  
14 IS NOT REQUIRED TO ALLOW THE EMPLOYEE TO USE MORE PAID SICK LEAVE  
15 IN A TWELVE-MONTH PERIOD THAN THE AMOUNTS SPECIFIED IN  
16 SUBPARAGRAPH (I) OR (II) OF PARAGRAPH (a) OF SUBSECTION (2) OF THIS  
17 SECTION, AS APPLICABLE.

18 (4) (a) AN EMPLOYER THAT HAS A PAID LEAVE POLICY FOR ITS  
19 EMPLOYEES MAY SATISFY THE REQUIREMENTS OF THIS SECTION AND IS NOT  
20 REQUIRED TO PROVIDE ADDITIONAL PAID SICK LEAVE TO ITS EMPLOYEES  
21 IF THE EMPLOYER:

22 (I) MAKES AVAILABLE TO ITS EMPLOYEES, THROUGH ITS PAID  
23 LEAVE POLICY, AN AMOUNT OF PAID LEAVE SUFFICIENT TO MEET THE  
24 ACCRUAL REQUIREMENTS OF SUBSECTION (2) OF THIS SECTION; AND

25 (II) ALLOWS ITS EMPLOYEES TO USE THE PAID LEAVE FOR THE  
26 SAME PURPOSES AND UNDER THE SAME CONDITIONS AS THOSE APPLICABLE  
27 TO PAID SICK LEAVE UNDER THIS ARTICLE.

1 (b) THIS SECTION DOES NOT APPLY TO EMPLOYEES IN THE STATE  
2 PERSONNEL SYSTEM IF THE STATE'S LEAVE POLICY PROVIDES AN  
3 EQUIVALENT BENEFIT TO STATE PERSONNEL SYSTEM EMPLOYEES WHO  
4 WOULD OTHERWISE BE COVERED BY THIS ARTICLE.

5 (c) THIS SECTION DOES NOT APPLY TO EMPLOYEES OF A LOCAL  
6 GOVERNMENT, AS DEFINED IN SECTION 29-1-102 (13), C.R.S., IF THE  
7 LOCAL GOVERNMENT'S LEAVE POLICY PROVIDES AN EQUIVALENT BENEFIT  
8 TO ITS EMPLOYEES WHO WOULD OTHERWISE BE COVERED BY THIS ARTICLE.

9 (5) (a) EXCEPT AS SPECIFIED IN PARAGRAPH (b) OF THIS  
10 SUBSECTION (5), NOTHING IN THIS SECTION REQUIRES AN EMPLOYER TO  
11 PROVIDE FINANCIAL OR OTHER REIMBURSEMENT OF ACCRUED BUT UNUSED  
12 PAID SICK LEAVE TO AN EMPLOYEE UPON TERMINATION, RESIGNATION,  
13 RETIREMENT, OR OTHER SEPARATION FROM EMPLOYMENT.

14 (b) IF AN EMPLOYEE SEPARATES FROM EMPLOYMENT AND IS  
15 REHIRED BY THE SAME EMPLOYER WITHIN TWELVE MONTHS AFTER THE  
16 SEPARATION, THE EMPLOYER SHALL REINSTATE ANY PAID SICK LEAVE  
17 THAT THE EMPLOYEE HAD ACCRUED BUT NOT USED DURING HIS OR HER  
18 INITIAL EMPLOYMENT WITH THE EMPLOYER AND HAD NOT BEEN  
19 CONVERTED TO MONETARY COMPENSATION TO THE EMPLOYEE AT THE  
20 TIME OF SEPARATION FROM EMPLOYMENT.

21 (6) AN EMPLOYER MAY LOAN PAID SICK LEAVE TO AN EMPLOYEE  
22 IN ADVANCE OF ACCRUAL OF PAID SICK LEAVE BY THE EMPLOYEE.

23 **8-13.1-104. Use of paid sick leave - purposes - time increments.**

24 (1) AN EMPLOYEE SHALL BE ALLOWED TO USE HIS OR HER ACCRUED PAID  
25 SICK LEAVE TO BE ABSENT FROM WORK FOR ANY OF THE FOLLOWING  
26 PURPOSES:

27 (a) THE EMPLOYEE:

1 (I) HAS A MENTAL OR PHYSICAL ILLNESS, INJURY, OR HEALTH  
2 CONDITION;

3 (II) NEEDS TO OBTAIN A MEDICAL DIAGNOSIS, CARE, OR  
4 TREATMENT OF A MENTAL OR PHYSICAL ILLNESS, INJURY, OR HEALTH  
5 CONDITION; OR

6 (III) NEEDS TO OBTAIN PREVENTIVE MEDICAL CARE;

7 (b) THE EMPLOYEE NEEDS TO CARE FOR A FAMILY MEMBER WHO:

8 (I) HAS A MENTAL OR PHYSICAL ILLNESS, INJURY, OR HEALTH  
9 CONDITION;

10 (II) NEEDS TO OBTAIN A MEDICAL DIAGNOSIS, CARE, OR  
11 TREATMENT OF A MENTAL OR PHYSICAL ILLNESS, INJURY, OR HEALTH  
12 CONDITION; OR

13 (III) NEEDS TO OBTAIN PREVENTIVE MEDICAL CARE;

14 (c) THE EMPLOYEE OR A FAMILY MEMBER HAS BEEN THE VICTIM OF  
15 DOMESTIC ABUSE, SEXUAL ASSAULT, OR HARASSMENT AND THE USE OF  
16 LEAVE IS TO:

17 (I) SEEK MEDICAL ATTENTION FOR THE EMPLOYEE OR THE  
18 EMPLOYEE'S FAMILY MEMBER TO RECOVER FROM PHYSICAL OR  
19 PSYCHOLOGICAL INJURY OR DISABILITY CAUSED BY THE DOMESTIC ABUSE,  
20 SEXUAL ASSAULT, OR HARASSMENT;

21 (II) OBTAIN SERVICES FROM A VICTIM SERVICES ORGANIZATION;

22 (III) OBTAIN PSYCHOLOGICAL OR OTHER COUNSELING;

23 (IV) SEEK RELOCATION DUE TO THE DOMESTIC ABUSE, SEXUAL  
24 ASSAULT, OR HARASSMENT; OR

25 (V) TAKE LEGAL ACTION, INCLUDING PREPARATION FOR OR  
26 PARTICIPATION IN A CIVIL OR CRIMINAL PROCEEDING RELATING TO OR  
27 RESULTING FROM THE DOMESTIC ABUSE, SEXUAL ASSAULT, OR



1 HARASSMENT;

2 (d) DUE TO A PUBLIC HEALTH EMERGENCY, A PUBLIC OFFICIAL HAS  
3 ORDERED CLOSURE OF:

4 (I) THE EMPLOYEE'S PLACE OF BUSINESS; OR

5 (II) THE SCHOOL OR PLACE OF CARE OF THE EMPLOYEE'S CHILD  
6 AND THE EMPLOYEE NEEDS TO BE ABSENT FROM WORK TO CARE FOR HIS OR  
7 HER CHILD.

8 (2) THE EMPLOYER SHALL ALLOW AN EMPLOYEE TO USE PAID SICK  
9 LEAVE UPON ORAL REQUEST MADE BY THE EMPLOYEE. WHEN POSSIBLE,  
10 THE EMPLOYEE SHALL INCLUDE IN HIS OR HER REQUEST THE EXPECTED  
11 DURATION OF THE EMPLOYEE'S ABSENCE FROM WORK.

12 (3) AN EMPLOYEE MAY USE PAID SICK LEAVE IN HOURLY  
13 INCREMENTS OR THE SMALLEST INCREMENT OF TIME THAT THE  
14 EMPLOYER'S PAYROLL SYSTEM USES TO ACCOUNT FOR ABSENCES OR USE  
15 OF OTHER TIME OFF, WHICHEVER IS SMALLER. AN EMPLOYEE EMPLOYED BY  
16 AN EMPLOYER THAT EMPLOYS TEN OR MORE EMPLOYEES MAY USE NO  
17 MORE THAN SEVENTY-TWO HOURS OF ACCRUED SICK LEAVE IN A  
18 TWELVE-MONTH PERIOD. AN EMPLOYEE EMPLOYED BY AN EMPLOYER  
19 THAT EMPLOYS FEWER THAN TEN EMPLOYEES MAY USE NO MORE THAN  
20 FORTY HOURS OF ACCRUED SICK LEAVE IN A TWELVE-MONTH PERIOD.

21 (4) AN EMPLOYER SHALL NOT REQUIRE, AS A CONDITION OF  
22 PROVIDING PAID SICK LEAVE UNDER THIS ARTICLE, AN EMPLOYEE WHO  
23 USES PAID SICK LEAVE TO SEARCH FOR OR FIND A REPLACEMENT WORKER  
24 TO COVER THE TIME DURING WHICH THE EMPLOYEE IS ABSENT FROM  
25 WORK.

26 **8-13.1-105. Employee rights protected - retaliation prohibited.**

27 (1) AN EMPLOYEE HAS THE FOLLOWING RIGHTS UNDER THIS ARTICLE:

1 (a) THE RIGHT TO USE ACCRUED PAID SICK LEAVE CONSISTENT  
2 WITH THIS ARTICLE;

3 (b) THE RIGHT TO FILE A COMPLAINT OR INFORM ANY PERSON  
4 ABOUT AN EMPLOYER'S ALLEGED VIOLATION OF THIS ARTICLE;

5 (c) THE RIGHT TO COOPERATE WITH THE DIVISION IN ITS  
6 INVESTIGATION OF AN ALLEGED VIOLATION OF THIS ARTICLE; AND

7 (d) THE RIGHT TO INFORM ANY PERSON OF HIS OR HER POTENTIAL  
8 RIGHTS UNDER THIS ARTICLE.

9 (2) (a) IT IS UNLAWFUL FOR AN EMPLOYER OR ANY OTHER PERSON  
10 TO INTERFERE WITH, RESTRAIN, OR DENY AN EMPLOYEE THE RIGHT TO  
11 EXERCISE OR ATTEMPT TO EXERCISE HIS OR HER RIGHTS UNDER THIS  
12 ARTICLE.

13 (b) AN EMPLOYER SHALL NOT TAKE A RETALIATORY PERSONNEL  
14 ACTION OR DISCRIMINATE AGAINST AN EMPLOYEE WHO EXERCISES HIS OR  
15 HER RIGHTS UNDER THIS ARTICLE.

16 (c) IT IS UNLAWFUL FOR AN EMPLOYER, UNDER ITS ABSENCE  
17 CONTROL POLICY, TO COUNT PAID SICK LEAVE USED BY AN EMPLOYEE AS  
18 AN ABSENCE THAT MAY LEAD TO OR RESULT IN DISCIPLINE, DISCHARGE,  
19 DEMOTION, SUSPENSION, OR ANY OTHER ADVERSE ACTION AGAINST THE  
20 EMPLOYEE.

21 (3) A REBUTTABLE PRESUMPTION OF AN UNLAWFUL RETALIATORY  
22 PERSONNEL ACTION IS CREATED IF AN EMPLOYER TAKES AN ADVERSE  
23 ACTION AGAINST AN EMPLOYEE WITHIN NINETY DAYS AFTER THE  
24 EMPLOYEE:

25 (a) USES ACCRUED PAID SICK LEAVE;

26 (b) FILES A COMPLAINT WITH THE DIVISION OR A COURT ALLEGING  
27 A VIOLATION OF THIS ARTICLE;

1 (c) INFORMS ANY PERSON ABOUT AN EMPLOYER'S ALLEGED  
2 VIOLATION OF THIS ARTICLE;

3 (d) COOPERATES WITH THE DIVISION OR ANOTHER PERSON IN THE  
4 INVESTIGATION OR PROSECUTION OF AN ALLEGED VIOLATION OF THIS  
5 ARTICLE;

6 (e) OPPOSES ANY POLICY, PRACTICE, OR ACT THAT IS UNLAWFUL  
7 UNDER THIS ARTICLE; OR

8 (f) INFORMS ANY PERSON OF HIS OR HER RIGHTS UNDER THIS  
9 ARTICLE.

10 (4) THE PROTECTIONS OF THIS SECTION APPLY TO ANY PERSON  
11 ACTING IN GOOD FAITH WHO ALLEGES A VIOLATION OF THIS ARTICLE, EVEN  
12 IF THE ALLEGATION IS DETERMINED TO BE MISTAKEN.

13 **8-13.1-106. Notice to employees.** (1) EMPLOYERS SHALL NOTIFY  
14 THEIR EMPLOYEES THAT THEY ARE ENTITLED TO PAID SICK LEAVE. THE  
15 NOTICE SHALL SPECIFY THE AMOUNT OF PAID SICK LEAVE TO WHICH  
16 EMPLOYEES ARE ENTITLED AND THE TERMS OF ITS USE UNDER THIS  
17 ARTICLE. THE NOTICE SHALL ALSO INFORM EMPLOYEES THAT EMPLOYERS  
18 CANNOT RETALIATE AGAINST AN EMPLOYEE FOR REQUESTING OR USING  
19 PAID SICK LEAVE AND THAT AN EMPLOYEE HAS THE RIGHT TO FILE A  
20 COMPLAINT OR BRING A CIVIL ACTION IF PAID SICK LEAVE IS DENIED BY  
21 THE EMPLOYER OR THE EMPLOYER RETALIATES AGAINST THE EMPLOYEE  
22 FOR EXERCISING HIS OR HER RIGHTS UNDER THIS ARTICLE.

23 (2) AN EMPLOYER MAY COMPLY WITH THE NOTICE REQUIREMENTS  
24 OF THIS SECTION BY:

25 (a) SUPPLYING EACH EMPLOYEE WITH A WRITTEN NOTICE  
26 CONTAINING THE INFORMATION SPECIFIED IN SUBSECTION (1) OF THIS  
27 SECTION THAT IS IN ENGLISH AND IN ANY LANGUAGE THAT IS THE FIRST

1 LANGUAGE SPOKEN BY AT LEAST FIVE PERCENT OF THE EMPLOYER'S  
2 WORKFORCE; AND

3 (b) DISPLAYING A POSTER IN A CONSPICUOUS AND ACCESSIBLE  
4 LOCATION IN EACH ESTABLISHMENT WHERE THE EMPLOYER'S EMPLOYEES  
5 WORK THAT CONTAINS THE INFORMATION REQUIRED BY SUBSECTION (1)  
6 OF THIS SECTION IN ENGLISH AND IN ANY LANGUAGE THAT IS THE FIRST  
7 LANGUAGE SPOKEN BY AT LEAST FIVE PERCENT OF THE EMPLOYER'S  
8 WORKFORCE.

9 (3) THE DIVISION SHALL CREATE AND MAKE AVAILABLE TO  
10 EMPLOYERS POSTERS AND NOTICES THAT CONTAIN THE INFORMATION  
11 REQUIRED BY SUBSECTION (1) OF THIS SECTION, AND EMPLOYERS MAY USE  
12 THE POSTERS AND NOTICES TO COMPLY WITH THE REQUIREMENTS OF THIS  
13 SECTION.

14 (4) AN EMPLOYER WHO WILLFULLY VIOLATES THIS SECTION IS  
15 SUBJECT TO A CIVIL FINE NOT TO EXCEED ONE HUNDRED DOLLARS FOR  
16 EACH SEPARATE VIOLATION. THE FINE SHALL BE TRANSMITTED TO THE  
17 STATE TREASURER, WHO SHALL DEPOSIT IT IN THE GENERAL FUND.

18 **8-13.1-107. Employer records.** (1) AN EMPLOYER SHALL RETAIN  
19 RECORDS FOR EACH EMPLOYEE FOR A FIVE-YEAR PERIOD, DOCUMENTING  
20 HOURS WORKED, PAID SICK LEAVE ACCRUED, AND PAID SICK LEAVE USED.  
21 UPON APPROPRIATE NOTICE AND AT A MUTUALLY AGREEABLE TIME, THE  
22 EMPLOYER SHALL ALLOW THE DIVISION ACCESS TO THE RECORDS FOR  
23 PURPOSES OF MONITORING COMPLIANCE WITH THIS ARTICLE.

24 (2) IF AN ISSUE ARISES AS TO AN EMPLOYEE'S RIGHT TO PAID SICK  
25 LEAVE AND THE EMPLOYER HAS NOT MAINTAINED OR RETAINED ADEQUATE  
26 RECORDS FOR THAT EMPLOYEE OR DOES NOT ALLOW THE DIVISION  
27 REASONABLE ACCESS TO THE RECORDS, THE EMPLOYER SHALL BE

1 PRESUMED TO HAVE VIOLATED THIS ARTICLE ABSENT CLEAR AND  
2 CONVINCING EVIDENCE TO DEMONSTRATE THE EMPLOYER'S COMPLIANCE.

3 **8-13.1-108. Authority of director - rules.** THE DIRECTOR SHALL  
4 COORDINATE IMPLEMENTATION AND ENFORCEMENT OF THIS ARTICLE AND  
5 SHALL ADOPT RULES AS NECESSARY FOR SUCH PURPOSES.

6 **8-13.1-109. Enforcement - judicial review of director's actions.**

7 (1) THE DIRECTOR AND THE DIVISION HAVE JURISDICTION OVER THE  
8 ENFORCEMENT OF THIS ARTICLE AND SHALL EXERCISE ALL POWERS  
9 GRANTED UNDER ARTICLE 1 OF THIS TITLE TO ENFORCE THIS ARTICLE.

10 (2) PURSUANT TO SECTION 8-1-130, ANY FINDINGS, AWARDS, OR  
11 ORDERS ISSUED BY THE DIRECTOR WITH RESPECT TO ENFORCEMENT OF  
12 THIS ARTICLE CONSTITUTE FINAL AGENCY ACTION, AND ANY PERSON  
13 AFFECTED BY SUCH FINAL AGENCY ACTION MAY SEEK JUDICIAL REVIEW AS  
14 PROVIDED IN SECTION 24-4-106, C.R.S.

15 **8-13.1-110. Confidentiality of employee information -**  
16 **definition.** (1) AN EMPLOYER SHALL NOT REQUIRE AN EMPLOYEE, AS A  
17 CONDITION OF USING PAID SICK LEAVE, TO DISCLOSE THE DETAILS OF:

18 (a) THE EMPLOYEE'S OR FAMILY MEMBER'S MEDICAL CONDITION;  
19 OR

20 (b) ANY DOMESTIC ABUSE, SEXUAL ASSAULT, OR HARASSMENT  
21 THAT GIVES RISE TO THE USE OF THE PAID SICK LEAVE.

22 (2) (a) IF AN EMPLOYER HAS AN EMPLOYEE'S OR FAMILY MEMBER'S  
23 HEALTH INFORMATION OR INFORMATION PERTAINING TO AN EMPLOYEE'S  
24 OR FAMILY MEMBER'S DOMESTIC ABUSE, SEXUAL ASSAULT, OR  
25 HARASSMENT, THE EMPLOYER SHALL TREAT THE INFORMATION AS  
26 CONFIDENTIAL AND SHALL NOT DISCLOSE THE INFORMATION EXCEPT TO  
27 THE AFFECTED EMPLOYEE OR WITH THE PERMISSION OF THE AFFECTED

1 EMPLOYEE.

2 (b) AS USED IN THIS SUBSECTION (2), "AFFECTED EMPLOYEE"  
3 MEANS THE EMPLOYEE:

4 (I) ABOUT WHOM THE HEALTH INFORMATION PERTAINS OR WHO IS  
5 THE VICTIM OF THE DOMESTIC ABUSE, SEXUAL ASSAULT, OR HARASSMENT;  
6 OR

7 (II) WHOSE FAMILY MEMBER IS THE SUBJECT OF THE HEALTH  
8 INFORMATION OR IS THE VICTIM OF THE DOMESTIC ABUSE, SEXUAL  
9 ASSAULT, OR HARASSMENT.

10 **8-13.1-111. Employers encouraged to provide more generous**  
11 **paid sick leave.** (1) NOTHING IN THIS ARTICLE DISCOURAGES OR  
12 PROHIBITS AN EMPLOYER FROM ADOPTING OR CONTINUING A PAID SICK  
13 LEAVE POLICY THAT IS MORE GENEROUS THAN THE PAID SICK LEAVE  
14 POLICY REQUIRED BY THIS ARTICLE.

15 (2) NOTHING IN THIS ARTICLE DIMINISHES THE OBLIGATION OF AN  
16 EMPLOYER TO COMPLY WITH ANY CONTRACT, COLLECTIVE BARGAINING  
17 AGREEMENT, EMPLOYMENT BENEFIT PLAN, OR OTHER AGREEMENT  
18 PROVIDING EMPLOYEES WITH A MORE GENEROUS PAID SICK LEAVE POLICY  
19 THAN THE PAID SICK LEAVE POLICY REQUIRED BY THIS ARTICLE.

20 (3) NOTHING IN THIS ARTICLE DIMINISHES THE RIGHTS OF PUBLIC  
21 EMPLOYEES REGARDING PAID SICK LEAVE OR THE USE OF PAID SICK LEAVE.

22 **8-13.1-112. Other legal requirements applicable.** THIS ARTICLE  
23 PROVIDES MINIMUM REQUIREMENTS PERTAINING TO PAID SICK LEAVE AND  
24 DOES NOT PREEMPT, LIMIT, OR OTHERWISE AFFECT THE APPLICABILITY OF  
25 ANY OTHER LAW, RULE, REQUIREMENT, POLICY, OR STANDARD THAT  
26 PROVIDES FOR GREATER ACCRUAL OR USE OF PAID OR UNPAID SICK LEAVE  
27 BY EMPLOYEES OR THAT EXTENDS OTHER PROTECTIONS TO EMPLOYEES.

1           **8-13.1-113. Collective bargaining agreements.** THIS SECTION  
2 DOES NOT APPLY TO EMPLOYEES COVERED BY A BONA FIDE COLLECTIVE  
3 BARGAINING AGREEMENT TO THE EXTENT THAT THE REQUIREMENTS OF  
4 THIS SECTION ARE EXPRESSLY WAIVED IN THE COLLECTIVE BARGAINING  
5 AGREEMENT IN CLEAR AND UNAMBIGUOUS TERMS AND THE COLLECTIVE  
6 BARGAINING AGREEMENT PROVIDES FOR AN EQUIVALENT BENEFIT FOR THE  
7 EMPLOYEES COVERED BY THE AGREEMENT.

8           **8-13.1-114. Severability.** IF ANY PROVISION OF THIS ARTICLE OR  
9 APPLICATION OF THIS ARTICLE TO ANY PERSON OR CIRCUMSTANCE IS  
10 JUDGED INVALID, THE INVALIDITY DOES NOT AFFECT OTHER PROVISIONS  
11 OR APPLICATIONS OF THIS ARTICLE THAT CAN BE GIVEN EFFECT WITHOUT  
12 THE INVALID PROVISION OR APPLICATION, AND, TO THIS END, THE  
13 PROVISIONS OF THIS ARTICLE ARE DECLARED TO BE SEVERABLE.

14           **SECTION 2. Act subject to petition - effective date.** This act  
15 takes effect at 12:01 a.m. on the day following the expiration of the  
16 ninety-day period after final adjournment of the general assembly (August  
17 10, 2016, if adjournment sine die is on May 11, 2016); except that, if a  
18 referendum petition is filed pursuant to section 1 (3) of article V of the  
19 state constitution against this act or an item, section, or part of this act  
20 within such period, then the act, item, section, or part will not take effect  
21 unless approved by the people at the general election to be held in  
22 November 2016 and, in such case, will take effect on the date of the  
23 official declaration of the vote thereon by the governor.