

1 State of Arkansas
2 92nd General Assembly
3 Regular Session, 2019
4

As Engrossed: S3/7/19

A Bill

HOUSE BILL 1177

5 By: Representatives S. Meeks, *Brown, Christiansen, Cloud, Love, Lynch, Sullivan*
6 *By: Senator K. Hammer*
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For An Act To Be Entitled

8
9 AN ACT TO PROTECT EMPLOYEES FROM FORCED HUMAN
10 MICROCHIP IMPLANTATION; AND FOR OTHER PURPOSES.
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Subtitle

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14 TO PROTECT EMPLOYEES FROM FORCED HUMAN
15 MICROCHIP IMPLANTATION.
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18 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:
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20 SECTION 1. Arkansas Code Title 11, Chapter 1, is amended to add a new
21 section to read as follows:

22 11-1-101. Microchip implantation of employees.

23 (a) As used in this section:

24 (1) "Employee" means a person who:

25 (A) Is employed by an employer; or

26 (B) Contracts to perform certain work away from an
27 employer's premises, uses his or her own methods to accomplish the work, and
28 is subject to the control of the employer only as to the results of performed
29 work;

30 (2) "Employer" means:

31 (A) An individual, partnership, association, corporation,
32 commercial entity, this state, or a political subdivision of the state; or

33 (B) A person or a group that acts directly or indirectly
34 in the interest of or in relation to an individual, partnership, association,
35 corporation, commercial entity, this state, or a political subdivision of the
36 state; and



1 (3) "Microchip" means technology that:

2 (A) Is designed to be implanted in the body of an
3 individual; and

4 (B) Contains a unique identification number or personal
5 information that can be noninvasively retrieved or transmitted with an
6 external scanning device.

7 (b) An employer shall not ask on an application for employment or
8 inquire during an interview if a prospective employee will consent to having
9 a microchip implanted in his or her body.

10 (c) An employer shall not require an employee to have a microchip
11 implanted in the employee's body as a condition of employment.

12 (d) An employer shall provide reasonable accommodations for an
13 employee who does not consent to having a microchip implanted in his or her
14 body.

15 (e)(1) An employer shall not:

16 (A) Coerce an employee into consenting to have a microchip
17 implanted in his or her body;

18 (B) Create a hostile work environment for an employee who
19 does not consent to having a microchip implanted in his or her body;

20 (C) Withhold advancement within the company from an
21 employee who does not consent to having a microchip implanted in his or her
22 body;

23 (D) Withhold a salary or wage increase from an employee
24 who does not consent to having a microchip implanted in his or her body; or

25 (E) Dismiss an employee based on the decision of the
26 employee not to consent to having a microchip implanted in his or her body.

27 (2) For the purposes of subdivision (e)(1) of this section,
28 "coerce" means:

29 (A) The use of physical violence, a threat, intimidation,
30 or retaliation with the purpose of causing a reasonable individual of
31 ordinary susceptibilities to acquiesce when the individual otherwise would
32 not;

33 (B) The conditioning of a private or public benefit,
34 including without limitation employment, promotion, or another employment
35 benefit with the purpose of causing a reasonable individual of ordinary
36 susceptibilities to acquiesce when the individual otherwise would not; or

1 (C) The use of any other means with the purpose of causing
2 a reasonable individual of ordinary susceptibilities to acquiesce when the
3 individual otherwise would not.

4 (f)(1) A microchip may be implanted in an employee's body at the
5 request of an employer if the employee provides the employer with written
6 consent.

7 (2)(A) An employee may request the removal of the microchip at
8 any time.

9 (B) If an employee requests the removal of the microchip,
10 the microchip implant shall be removed within thirty (30) days of the
11 employee's request.

12 (g) If an employee receives a microchip implant at the request of an
13 employer, the employer shall:

14 (1) Pay all the costs associated with implanting and removing
15 the microchip;

16 (2) Pay all the medical costs incurred by the employee as a
17 result of any bodily injury to the employee caused by the implantation of the
18 microchip or the presence of the microchip in the employee's body; and

19 (3) Disclose to the employee:

20 (A) The data that will be maintained on the microchip; and

21 (B) How the data that is maintained on the microchip will
22 be used by the employer.

23 (h)(1) If an employee is terminated from employment, the microchip
24 implant shall be removed from the employee's body within thirty (30) days of
25 the employee's termination.

26 (2)(A) An employee may elect to retain an implanted microchip
27 after the termination of the employee's employment.

28 (B) If an employee elects to retain an implanted microchip
29 after termination of employment, the employee assumes responsibility for all
30 costs associated with the microchip, and subsection (g) of this section shall
31 not apply.

32 (i) This section does not prohibit an employer from using alternative
33 non-invasive technology that is intended to track the movement of an
34 employee.

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/s/S. Meeks

APPROVED: 3/19/19