

**First Regular Session  
Seventy-fourth General Assembly  
STATE OF COLORADO**

**INTRODUCED**

LLS NO. 23-0182.01 Kristen Forrestal x4217

**HOUSE BILL 23-1118**

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**HOUSE SPONSORSHIP**

**Sirota and Gonzales-Gutierrez**, Duran, Epps, Jodeh, Kipp, Lindsay, Mabrey, Vigil,  
Woodrow

**SENATE SPONSORSHIP**

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**House Committees**  
Business Affairs & Labor

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**A BILL FOR AN ACT**

101 **CONCERNING FAIR WORKWEEK EMPLOYMENT STANDARDS.**

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**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://leg.colorado.gov>.)*

The bill imposes requirements for certain types of employers with regard to:

- The determination of employee work schedules;
- Employee requests for changes to work schedules; and
- Notices and posting of employee work schedules.

In addition to pay for hours worked by the employee, the bill requires certain types of employers to pay employees:

- Predictability pay when an employer makes certain changes

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
Capital letters or bold & italic numbers indicate new material to be added to existing law.  
Dashes through the words or numbers indicate deletions from existing law.

- to an employee's work schedule;
- Rest shortfall pay when an employee is required to work hours without a minimum period of rest after a prior shift;
- Retention pay when an employer provides work hours to a new employee without first offering the work hours to existing employees; and
- Minimum weekly pay in an amount that corresponds to 15% of the average weekly hours indicated on the employee's anticipated work plan, paid at the greater of the employee's regular rate of pay or the minimum wage, regardless of whether the employee works such hours.

The bill prohibits employers from discriminating or taking any adverse action against an employee based on the hours an employee is scheduled or actually works, the expected duration of employment, or the employee's desired work schedule. The bill also prohibits retaliation against an employee for attempting to exercise any right created in the bill. Employers are required to retain records demonstrating their compliance with the requirements of the bill.

A person who is aggrieved by a violation of the requirements of the bill may file a complaint with the division of labor standards and statistics (division) in the department of labor and employment or bring a civil action in district court. The division is authorized to investigate complaints and, upon determining that a violation occurred, to impose fines, penalties, or damages and award attorney fees and costs. The division is also authorized to bring a civil action to enforce the requirements of the bill. The bill includes protections for whistleblowers and establishes penalties for violations.

The director of the division is required to promulgate rules to implement the bill.

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1 *Be it enacted by the General Assembly of the State of Colorado:*

2         **SECTION 1.** In Colorado Revised Statutes, **add** article 12.5 to  
3 title 8 as follows:

4                                 **ARTICLE 12.5**

5                                 **Fair Workweek Employment Standards**

6         **8-12.5-101. Definitions - rules.** AS USED IN THIS ARTICLE 12.5,  
7 UNLESS THE CONTEXT OTHERWISE REQUIRES:

8                 (1) "ADVERSE ACTION" MEANS:

1 (a) ANY DISCIPLINE, DISCHARGE, SUSPENSION, INTIMIDATION,  
2 HARASSMENT, OR THREAT, INCLUDING A THREAT TO REPORT AN  
3 EMPLOYEE'S SUSPECTED CITIZENSHIP OR IMMIGRATION STATUS, OR THE  
4 SUSPECTED CITIZENSHIP OR IMMIGRATION STATUS OF AN EMPLOYEE'S  
5 FAMILY MEMBER, TO A FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY;

6 (b) ANY SANCTIONS AGAINST AN EMPLOYEE WHO IS THE RECIPIENT  
7 OF PUBLIC BENEFITS FOR RIGHTS GUARANTEED UNDER THIS TITLE 8;

8 (c) INTERFERING WITH AN EMPLOYEE OR PUNISHING AN EMPLOYEE  
9 FOR PARTICIPATING IN OR PROVIDING ASSISTANCE TO ANY INVESTIGATIVE  
10 PROCEEDING OR HEARING CONDUCTED PURSUANT TO THIS ARTICLE 12.5;

11 (d) DEMOTING OR ASSIGNING A COVERED EMPLOYEE TO A LESSER  
12 POSITION IN TERMS OF JOB CLASSIFICATION, JOB SECURITY, OR OTHER  
13 CONDITIONS OF EMPLOYMENT; OR

14 (e) REDUCING A COVERED EMPLOYEE'S WORK HOURS OR DENYING  
15 A COVERED EMPLOYEE ADDITIONAL WORK HOURS.

16 (2) "ANTICIPATED WORK PLAN" MEANS A WRITTEN STATEMENT  
17 DESCRIBING WHEN A COVERED EMPLOYEE CAN EXPECT TO WORK THAT IS  
18 ESTABLISHED BY A COVERED EMPLOYER AND PROVIDED TO A COVERED  
19 EMPLOYEE PURSUANT TO SECTION 8-12.5-102 (2).

20 (3) "AT THE TIME OF HIRE" MEANS AFTER AN OFFER AND  
21 ACCEPTANCE OF EMPLOYMENT AND BEFORE OR UPON THE  
22 COMMENCEMENT OF EMPLOYMENT.

23 (4) "BONA FIDE BUSINESS REASON" MEANS:

24 (a) AN ACTION THAT AN EMPLOYER IS REQUIRED TO TAKE IN ORDER  
25 TO COMPLY WITH A COLLECTIVE BARGAINING AGREEMENT OR A LAW,  
26 STATUTE, ORDINANCE, CODE, GOVERNMENTAL EXECUTIVE ORDER, OR  
27 RULE;

1 (b) A SIGNIFICANT AND QUANTIFIABLE BURDEN OF ADDITIONAL  
2 COSTS TO AN EMPLOYER;

3 (c) A SIGNIFICANT AND QUANTIFIABLE INSUFFICIENCY OF  
4 AVAILABLE WORK DURING A PERIOD THAT AN EMPLOYEE PROPOSES TO  
5 WORK; OR

6 (d) A SIGNIFICANT AND QUANTIFIABLE DETRIMENTAL EFFECT ON  
7 AN EMPLOYER'S ABILITY TO MEET ORGANIZATIONAL DEMANDS, INCLUDING  
8 A SIGNIFICANT AND QUANTIFIABLE:

9 (I) INABILITY OF AN EMPLOYER, DESPITE ITS BEST EFFORTS, TO  
10 REORGANIZE WORK AMONG EXISTING EMPLOYEES;

11 (II) DETRIMENTAL EFFECT ON AN EMPLOYER'S BUSINESS  
12 PERFORMANCE; OR

13 (III) INABILITY OF AN EMPLOYER TO MEET CUSTOMER NEEDS OR  
14 DEMANDS.

15 (5) "CHAIN" MEANS A SET OF TWO OR MORE FOOD OR BEVERAGE  
16 ESTABLISHMENTS, FOOD OR BEVERAGE MANUFACTURING  
17 ESTABLISHMENTS, OR RETAIL ESTABLISHMENTS THAT DO BUSINESS UNDER  
18 THE SAME TRADE NAME OR SHARE A BRAND AND ARE CHARACTERIZED BY  
19 STANDARDIZED OPTIONS FOR DECOR, MARKETING, PACKAGING, PRODUCTS,  
20 AND SERVICES, REGARDLESS OF THE TYPE OF OWNERSHIP OF EACH  
21 ESTABLISHMENT.

22 (6) "CLIENT EMPLOYER" MEANS ANY PERSON FOR WHICH AN  
23 EMPLOYER PROCURES OR PROVIDES EMPLOYEES.

24 (7) "COVERED EMPLOYEE" MEANS AN EMPLOYEE OF A COVERED  
25 EMPLOYER WHO IS NOT EXEMPT FROM OVERTIME AND MINIMUM PAY  
26 STANDARDS ADOPTED PURSUANT TO RULES PROMULGATED BY THE  
27 DIVISION BECAUSE THE EMPLOYEE IS EMPLOYED IN A BONA FIDE

1 EXECUTIVE, ADMINISTRATIVE, OR PROFESSIONAL CAPACITY.

2 (8) (a) "COVERED EMPLOYER" MEANS AN EMPLOYER THAT:

3 (I) IS PRIMARILY ENGAGED AS A FOOD OR BEVERAGE  
4 ESTABLISHMENT, FOOD OR BEVERAGE MANUFACTURING ESTABLISHMENT,  
5 OR RETAIL ESTABLISHMENT THAT EMPLOYS TWO HUNDRED FIFTY OR MORE  
6 EMPLOYEES WORLDWIDE, REGARDLESS OF WHERE THE EMPLOYEES  
7 PERFORM WORK;

8 (II) PROVIDES LABOR THAT IS INTEGRAL TO THE BUSINESS OF AN  
9 ESTABLISHMENT DESCRIBED IN SUBSECTION (8)(a)(I) OF THIS SECTION;

10 (III) PROVIDES LABOR AS A JANITORIAL OR SECURITY CONTRACTOR  
11 FOR AN ESTABLISHMENT DESCRIBED IN SUBSECTION (8)(a)(I) OF THIS  
12 SECTION; OR

13 (IV) IS A FOOD OR BEVERAGE ESTABLISHMENT, FOOD OR  
14 BEVERAGE MANUFACTURING ESTABLISHMENT, OR RETAIL ESTABLISHMENT  
15 THAT IS A FRANCHISE OR AN ESTABLISHMENT OF A CHAIN OR SHARES A  
16 BRAND WITH ONE OR MORE OTHER SUCH ESTABLISHMENTS AND, COMBINED  
17 WITH SUCH OTHER ESTABLISHMENTS, EMPLOYS TWO HUNDRED FIFTY OR  
18 MORE EMPLOYEES WORLDWIDE, REGARDLESS OF WHERE THE EMPLOYEES  
19 PERFORM WORK.

20 (b) FOR THE PURPOSE OF DETERMINING THE TOTAL NUMBER OF A  
21 COVERED EMPLOYER'S COVERED EMPLOYEES PURSUANT TO SUBSECTION  
22 (8)(a)(I) OR (8)(a)(IV) OF THIS SECTION, AN EMPLOYER MUST EMPLOY AT  
23 LEAST TWO HUNDRED FIFTY EMPLOYEES FOR EACH WORK DAY DURING  
24 EACH OF TWENTY OR MORE CALENDAR WORKWEEKS IN THE CURRENT OR  
25 PRECEDING CALENDAR YEAR, INCLUDING:

26 (I) ALL EMPLOYEES PERFORMING WORK FOR COMPENSATION ON A  
27 FULL-TIME, PART-TIME, OR TEMPORARY BASIS;

1 (II) EMPLOYEES ON PAID OR UNPAID LEAVE, INCLUDING  
2 EMPLOYEES ON SICK OR MEDICAL LEAVE, LEAVES OF ABSENCE, AND  
3 DISCIPLINARY LEAVES, SO LONG AS THE COVERED EMPLOYER HAS A  
4 REASONABLE EXPECTATION THAT SUCH EMPLOYEES WILL RETURN TO  
5 WORK; AND

6 (III) EMPLOYEES WHOSE NAMES APPEAR ON A COVERED  
7 EMPLOYER'S PAYROLL DURING A WORKWEEK, REGARDLESS OF WHETHER  
8 THE EMPLOYEE RECEIVES ANY COMPENSATION FOR THAT WORKWEEK.

9 (c) "COVERED EMPLOYER" INCLUDES, IN THE CASE OF A CLIENT  
10 EMPLOYER AND A CONTRACTOR PROVIDING JANITORIAL OR SECURITY  
11 WORKERS OR OTHER LABOR THAT IS INTEGRAL TO THE BUSINESS OF THE  
12 CLIENT EMPLOYER, BOTH THE CLIENT EMPLOYER AND THE CONTRACTOR.

13 (9) "DEPARTMENT" MEANS THE DEPARTMENT OF LABOR AND  
14 EMPLOYMENT CREATED IN SECTION 24-1-121.

15 (10) "DIRECTOR" MEANS THE DIRECTOR OF THE DIVISION.

16 (11) "DIVISION" MEANS THE DIVISION OF LABOR STANDARDS AND  
17 STATISTICS CREATED IN SECTION 8-1-103 IN THE DEPARTMENT.

18 (12) "EMPLOYEE" HAS THE MEANING SET FORTH IN SECTION  
19 8-4-101 (5).

20 (13) "EMPLOYER" HAS THE MEANING SET FORTH IN SECTION  
21 8-4-101 (6).

22 (14) "FOOD OR BEVERAGE ESTABLISHMENT" MEANS A FOOD  
23 SERVICE CONTRACTOR; CATERER; MOBILE FOOD SERVICE; ALCOHOLIC  
24 BEVERAGE DRINKING PLACE; FULL-SERVICE RESTAURANT;  
25 LIMITED-SERVICE RESTAURANT, GRILL, OR BUFFET; OR SNACK AND  
26 NONALCOHOLIC BEVERAGE BAR, AS DESCRIBED IN THE 2022 NORTH  
27 AMERICAN INDUSTRY CLASSIFICATION SYSTEM ACCOMMODATION AND

1 FOOD SERVICES SECTOR 722, OR OTHER CLASSIFICATION OR SUBSEQUENT  
2 EDITION OF THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM  
3 PURSUANT TO RULES PROMULGATED BY THE DIVISION. FOOD AND  
4 BEVERAGE SERVICES AT HOTELS AND MOTELS, AMUSEMENT PARKS,  
5 THEATERS, CASINOS, COUNTRY CLUBS, SIMILAR RECREATIONAL FACILITIES,  
6 SCHOOLS AND INSTITUTIONS OF HIGHER EDUCATION, AND CIVIC AND  
7 SOCIAL ORGANIZATIONS ARE INCLUDED ONLY IF THESE SERVICES ARE  
8 PROVIDED BY A SEPARATE ESTABLISHMENT PRIMARILY ENGAGED IN  
9 PROVIDING FOOD AND BEVERAGE SERVICES.

10 (15) "FOOD OR BEVERAGE MANUFACTURING ESTABLISHMENT"  
11 MEANS AN ESTABLISHMENT WHERE FOOD OR ALCOHOLIC OR  
12 NONALCOHOLIC BEVERAGES ARE PREPARED, PACKAGED, PROCESSED, OR  
13 MANUFACTURED, AS DESCRIBED IN THE 2022 NORTH AMERICAN INDUSTRY  
14 CLASSIFICATION SYSTEM SUBSECTORS 3111 TO 3119 AND SUBSECTOR  
15 3121, OR OTHER CLASSIFICATION OR SUBSEQUENT EDITION OF THE NORTH  
16 AMERICAN CLASSIFICATION SYSTEM PURSUANT TO RULES PROMULGATED  
17 BY THE DIVISION. "FOOD OR BEVERAGE MANUFACTURING  
18 ESTABLISHMENT" DOES NOT INCLUDE AN ESTABLISHMENT THAT PRIMARILY  
19 ENGAGES IN THE SERVICES PROVIDED BY AN AGRICULTURAL EMPLOYER AS  
20 DEFINED IN SECTION 8-3-104.

21 (16) "INITIAL WORK SCHEDULE" MEANS A WRITTEN WORK  
22 SCHEDULE DESCRIBING ALL OF A COVERED EMPLOYEE'S SHIFTS, INCLUDING  
23 SPECIFIC START AND END TIMES AND LOCATIONS FOR EACH SHIFT, DURING  
24 THE FIRST PERIOD OF FOURTEEN CONSECUTIVE DAYS AFTER THE COVERED  
25 EMPLOYEE COMMENCES EMPLOYMENT.

26 (17) "LOCATION" MEANS A GEOGRAPHIC LOCATION OR PLACE ON  
27 THE PLANET.

1           (18) "ON-CALL SHIFT" MEANS ANY TIME THAT AN EMPLOYER  
2 REQUIRES AN EMPLOYEE TO BE AVAILABLE TO WORK OR TO CONTACT THE  
3 EMPLOYER OR ITS DESIGNEE, OR TO WAIT TO BE CONTACTED BY THE  
4 EMPLOYER OR ITS DESIGNEE, TO DETERMINE WHETHER THE EMPLOYEE  
5 MUST REPORT TO WORK.

6           (19) "POSTED WORK SCHEDULE" MEANS A WRITTEN WORK  
7 SCHEDULE THAT A COVERED EMPLOYER MUST PROVIDE TO COVERED  
8 EMPLOYEES AND POST PURSUANT TO SECTION 8-12.5-103.

9           (20) "PREDICTABILITY PAY" MEANS PAY THAT IS PROVIDED TO A  
10 COVERED EMPLOYEE PURSUANT TO SECTION 8-12.5-104.

11           (21) "REGULAR RATE OF PAY" MEANS THE HOURLY RATE OF PAY  
12 ACTUALLY PAID TO AN EMPLOYEE. THE DIRECTOR SHALL PROMULGATE  
13 RULES ESTABLISHING THE MEANING OF "REGULAR RATE OF PAY" FOR AN  
14 EMPLOYEE WHOSE PAY IS BASED ON A PIECE-RATE, SALARY, COMMISSION,  
15 OR OTHER NON-HOURLY-BASIS.

16           (22) "REST SHORTFALL PAY" MEANS PAY THAT IS PROVIDED TO A  
17 COVERED EMPLOYEE PURSUANT TO SECTION 8-12.5-105 (3).

18           (23) "RETAIL ESTABLISHMENT" MEANS A RETAIL TRADE  
19 ESTABLISHMENT:

20           (a) AS DESCRIBED IN THE 2022 NORTH AMERICAN INDUSTRY  
21 CLASSIFICATION SYSTEM RETAIL TRADE SECTOR 44-45, INCLUDING  
22 SUBSECTORS 4411 TO 4599, OR OTHER CLASSIFICATION OR SUBSEQUENT  
23 EDITION OF THE SAME CLASSIFICATION SYSTEM PURSUANT TO RULES  
24 PROMULGATED BY THE DIVISION; AND

25           (b) WITH ONE OR MORE STORES IN THE STATE.

26           (24) "RETENTION PAY" MEANS PAY THAT IS PROVIDED TO A  
27 COVERED EMPLOYEE PURSUANT TO SECTION 8-12.5-106 (4).



1 (25) "SERIOUS HEALTH CONDITION" HAS THE MEANING SET FORTH  
2 IN SECTION 8-13.3-503 (19).

3 (26) "SHIFT" MEANS A SET OF CONSECUTIVE HOURS THAT AN  
4 EMPLOYER REQUIRES AN EMPLOYEE TO WORK OR TO BE ON CALL TO WORK;  
5 EXCEPT THAT BREAKS TOTALING TWO HOURS OR LESS DURING A SINGLE  
6 SHIFT ARE NOT CONSIDERED AN INTERRUPTION OF CONSECUTIVE HOURS.

7 (27) "STORE" MEANS A FIXED, POINT-OF-SALE LOCATION, LOCATED  
8 AND DESIGNATED TO ATTRACT A HIGH VOLUME OF WALK-IN CUSTOMERS.

9 (28) "WHISTLEBLOWER" MEANS A PERSON WITH KNOWLEDGE OF  
10 AN ALLEGED VIOLATION OF THIS ARTICLE 12.5, REGARDLESS OF WHETHER  
11 THE PERSON IS AGGRIEVED BY THE VIOLATION, OR A REPRESENTATIVE OF  
12 SUCH A PERSON.

13 (29) "WORK SCHEDULE" MEANS ALL OF A COVERED EMPLOYEE'S  
14 SHIFTS, INCLUDING SPECIFIC START AND END TIMES AND LOCATIONS FOR  
15 EACH SHIFT, DURING A PERIOD OF SEVEN CONSECUTIVE DAYS.

16 (30) "WORK SCHEDULE CHANGE" MEANS ANY MODIFICATION OF A  
17 COVERED EMPLOYEE'S WORK SCHEDULE INITIATED BY A COVERED  
18 EMPLOYER, INCLUDING ANY:

- 19 (a) ADDITION OR REDUCTION OF HOURS;
- 20 (b) CANCELLATION OF A SHIFT OR PORTION OF A SHIFT;
- 21 (c) CHANGE IN THE DATE, TIME, OR LOCATION OF A SHIFT; OR
- 22 (d) SCHEDULING OF THE COVERED EMPLOYEE FOR AN ON-CALL  
23 SHIFT.

24 **8-12.5-102. Determination of covered employees' work**  
25 **schedules - anticipated work plans - covered employees' written**  
26 **statements - rules.** (1) FOR ALL COVERED EMPLOYEES EMPLOYED ON THE  
27 EFFECTIVE DATE OF THIS ARTICLE 12.5, AND AT THE TIME OF HIRE OR AS

1 SOON AS PRACTICABLE THEREAFTER FOR ALL NEWLY COVERED  
2 EMPLOYEES, A COVERED EMPLOYER SHALL OBTAIN FROM EACH COVERED  
3 EMPLOYEE A WRITTEN STATEMENT OF THE COVERED EMPLOYEE'S DESIRED  
4 NUMBER OF WEEKLY WORK HOURS AND THE DAYS AND TIMES THAT THE  
5 COVERED EMPLOYEE IS AVAILABLE TO WORK. IDENTIFICATION OF SHIFTS  
6 FEWER THAN TWELVE HOURS APART AMONG THE SHIFTS THAT THE  
7 COVERED EMPLOYEE IS AVAILABLE TO WORK DOES NOT ESTABLISH THE  
8 CONSENT REQUIRED TO WORK SUCH SHIFTS PURSUANT TO SECTION  
9 8-12.5-105 (2). THE COVERED EMPLOYER SHALL PROVIDE WRITTEN  
10 NOTIFICATION TO THE COVERED EMPLOYEE THAT THE COVERED EMPLOYEE  
11 MAY MODIFY THE WRITTEN STATEMENT IN WRITING AT ANY TIME.

12 (2) (a) FOR ALL COVERED EMPLOYEES EMPLOYED ON THE  
13 EFFECTIVE DATE OF THIS ARTICLE 12.5, AND FOR ALL OTHER COVERED  
14 EMPLOYEES AT THE TIME OF HIRE, A COVERED EMPLOYER SHALL PROVIDE  
15 EACH COVERED EMPLOYEE AN ANTICIPATED WORK PLAN. THE COVERED  
16 EMPLOYER SHALL REVISE THE ANTICIPATED WORK PLAN, IN ACCORDANCE  
17 WITH RULES PROMULGATED BY THE DIRECTOR, WHEN THERE IS A  
18 SIGNIFICANT CHANGE TO THE COVERED EMPLOYEE'S WORK SCHEDULE DUE  
19 TO CHANGES IN THE COVERED EMPLOYEE'S AVAILABILITY OR TO THE  
20 COVERED EMPLOYER'S BUSINESS NEEDS.

21 (b) IN PROMULGATING RULES PURSUANT TO SUBSECTION (2)(a) OF  
22 THIS SECTION, THE DIRECTOR SHALL ENSURE THAT "SIGNIFICANT CHANGE"  
23 INCLUDES A CHANGE RESULTING IN AN INCREASE OR DECREASE OF FIFTEEN  
24 PERCENT OR MORE FROM THE AVERAGE NUMBER OF WORK HOURS  
25 SPECIFIED IN THE COVERED EMPLOYEE'S ANTICIPATED WORK PLAN OR A  
26 CHANGE IN THE LOCATION, TIME, OR DAY OF A SHIFT.

27 (3) (a) IN ESTABLISHING EACH COVERED EMPLOYEE'S ANTICIPATED

1 WORK PLAN, EACH COVERED EMPLOYER IS ENCOURAGED TO ENGAGE IN A  
2 TIMELY, GOOD-FAITH, AND INTERACTIVE PROCESS THAT INCLUDES A  
3 DISCUSSION BETWEEN THE COVERED EMPLOYER AND THE COVERED  
4 EMPLOYEE FOR THE PURPOSE OF ARRIVING AT A MUTUALLY BENEFICIAL  
5 ARRANGEMENT OF AN ANTICIPATED WORK PLAN THAT MEETS THE NEEDS  
6 OF THE COVERED EMPLOYEE AND THE COVERED EMPLOYER. THE  
7 DISCUSSION MAY INCLUDE THE PROPOSAL OF ALTERNATIVES BY THE  
8 COVERED EMPLOYER AND THE COVERED EMPLOYEE. A COVERED  
9 EMPLOYER MAY GRANT OR DENY A COVERED EMPLOYEE'S REQUEST  
10 CONCERNING AN ANTICIPATED WORK PLAN FOR ANY REASON THAT IS NOT  
11 UNLAWFUL.

12 (b) EACH COVERED EMPLOYEE'S ANTICIPATED WORK PLAN MUST  
13 INCLUDE:

14 (I) THE AVERAGE NUMBER OF WORK HOURS THE COVERED  
15 EMPLOYEE CAN EXPECT TO WORK EACH WEEK OVER A TYPICAL  
16 NINETY-DAY PERIOD;

17 (II) THE MINIMUM AND MAXIMUM NUMBERS OF WORK HOURS THE  
18 COVERED EMPLOYEE CAN EXPECT TO WORK EACH WEEK;

19 (III) THE MINIMUM AND MAXIMUM LENGTH OF SHIFTS THAT THE  
20 COVERED EMPLOYEE CAN EXPECT TO WORK;

21 (IV) WHETHER THE COVERED EMPLOYEE CAN EXPECT TO WORK  
22 ANY ON-CALL SHIFTS;

23 (V) A SUBSET OF DAYS AND A SUBSET OF TIMES OR SHIFTS THAT  
24 THE COVERED EMPLOYEE CAN TYPICALLY EXPECT TO WORK;

25 (VI) A SUBSET OF DAYS OF THE WEEK AND TIMES OR SHIFTS WHEN  
26 THE COVERED EMPLOYEE WILL NOT BE SCHEDULED TO WORK; AND

27 (VII) THE ANTICIPATED LOCATION OR LOCATIONS OF MOST OR ALL

1 SCHEDULED SHIFTS.

2 (4) THE TOTAL NUMBER OF HOURS IN A COVERED EMPLOYEE'S  
3 WORK SCHEDULE MUST NOT VARY BY MORE THAN FIFTEEN PERCENT FROM  
4 THE AVERAGE NUMBER OF WORK HOURS SPECIFIED IN THE COVERED  
5 EMPLOYEE'S ANTICIPATED WORK PLAN PURSUANT TO SUBSECTION (2) OF  
6 THIS SECTION UNLESS THE COVERED EMPLOYEE CONSENTED TO OR  
7 REQUESTED SUCH CHANGES IN WRITING.

8 **8-12.5-103. Notice of covered employees' work schedules -**  
9 **posted work schedules - notice of changes required - consent to**  
10 **additional work required.** (1) AT THE TIME OF HIRE, A COVERED  
11 EMPLOYER SHALL PROVIDE THE COVERED EMPLOYEE A WRITTEN INITIAL  
12 WORK SCHEDULE. NOT LATER THAN SEVEN DAYS AFTER THE DAY UPON  
13 WHICH THE COVERED EMPLOYEE COMMENCES EMPLOYMENT, AND NOT  
14 LATER THAN SEVEN DAYS BEFORE THE FIRST DAY OF THE NEW COVERED  
15 EMPLOYEE'S FIRST DAY OF WORK SCHEDULED AFTER THE INITIAL WORK  
16 SCHEDULE, THE COVERED EMPLOYER SHALL PROVIDE THE COVERED  
17 EMPLOYEE WRITTEN NOTICE OF THE COVERED EMPLOYEE'S FIRST WORK  
18 SCHEDULE AND POST IT AS DESCRIBED IN SUBSECTION (2) OF THIS SECTION.  
19 THE COVERED EMPLOYER SHALL PROVIDE THE COVERED EMPLOYEE  
20 WRITTEN NOTICE OF ALL SUBSEQUENT WORK SCHEDULES AS DESCRIBED IN  
21 SUBSECTION (2) OF THIS SECTION.

22 (2) A COVERED EMPLOYER SHALL PROVIDE WRITTEN NOTICE OF  
23 EACH COVERED EMPLOYEE'S WORK SCHEDULE NOT LATER THAN FOURTEEN  
24 DAYS BEFORE THE FIRST DAY OF ANY NEW WORK SCHEDULE. A COVERED  
25 EMPLOYER SHALL ALSO POST COVERED EMPLOYEES' WORK SCHEDULES IN  
26 A CONSPICUOUS AND ACCESSIBLE PLACE WHERE NOTICES ARE  
27 CUSTOMARILY POSTED OR IN ELECTRONIC FORM AT A SITE TO WHICH

1 COVERED EMPLOYEES IN THE WORKPLACE HAVE ACCESS. THE POSTED  
2 WORK SCHEDULE MUST:

3 (a) INCLUDE EACH COVERED EMPLOYEE'S SHIFTS AT THAT  
4 WORKPLACE, REGARDLESS OF WHETHER THE COVERED EMPLOYEE IS  
5 SCHEDULED TO WORK OR TO BE ON CALL; AND

6 (b) EXCEPT AS PROVIDED IN SUBSECTION (1) OF THIS SECTION, BE  
7 POSTED NO LATER THAN FOURTEEN DAYS BEFORE THE FIRST DAY OF ANY  
8 NEW WORK SCHEDULE.

9 (3) (a) NOTWITHSTANDING ANY PROVISION OF THIS ARTICLE 12.5  
10 TO THE CONTRARY, A COVERED EMPLOYEE WHO IS A VICTIM OF OR HAS A  
11 FAMILY MEMBER OR HOUSEHOLD MEMBER WHO IS A VICTIM OF DOMESTIC  
12 ABUSE, SEXUAL ASSAULT, OR HARASSMENT MAY REQUEST THAT THE  
13 COVERED EMPLOYER:

14 (I) SUBMIT THE COVERED EMPLOYEE'S WORK SCHEDULE ONLY TO  
15 THE COVERED EMPLOYEE BY A METHOD OF DELIVERY DETERMINED BY THE  
16 COVERED EMPLOYEE TO ENSURE PRIVACY AND SAFETY; AND

17 (II) NOT POST THE COVERED EMPLOYEE'S WORK SCHEDULE OR  
18 TRANSMIT IT TO OTHERS.

19 (b) AN ORAL REQUEST MADE PURSUANT TO SUBSECTION (3)(a) OF  
20 THIS SECTION IS SUFFICIENT. A COVERED EMPLOYER SHALL COMPLY WITH  
21 A COVERED EMPLOYEE'S REQUEST IMMEDIATELY UPON RECEIVING THE  
22 REQUEST.

23 (c) A COVERED EMPLOYER MAY REQUEST A WRITTEN STATEMENT  
24 FROM THE COVERED EMPLOYEE THAT STATES THAT THE COVERED  
25 EMPLOYEE IS A VICTIM OF OR HAS A FAMILY MEMBER OR HOUSEHOLD  
26 MEMBER WHO IS A VICTIM OF DOMESTIC ABUSE, SEXUAL ASSAULT, OR  
27 HARASSMENT. HOWEVER, A COVERED EMPLOYER SHALL NOT REQUIRE

1 SUCH A WRITTEN STATEMENT FROM A COVERED EMPLOYEE AS A  
2 CONDITION OF THE COVERED EMPLOYER'S COMPLIANCE WITH THIS  
3 SUBSECTION (3).

4 (4) A COVERED EMPLOYER SHALL PROVIDE A COVERED EMPLOYEE  
5 NOTICE OF ANY PROPOSED WORK SCHEDULE CHANGES AS PROMPTLY AS  
6 POSSIBLE AND BEFORE THE CHANGE TAKES EFFECT. THE COVERED  
7 EMPLOYER SHALL REVISE THE WRITTEN WORK SCHEDULE TO REFLECT ANY  
8 SUCH WORK SCHEDULE CHANGE WITHIN TWENTY-FOUR HOURS AFTER  
9 MAKING THE CHANGE.

10 (5) A COVERED EMPLOYEE MAY CONSENT IN WRITING TO WORK  
11 ANY ADDITIONAL HOURS OR ADDITIONAL SHIFTS THAT ARE NOT INCLUDED  
12 IN A POSTED WORK SCHEDULE. EXCEPT AS DESCRIBED IN SECTION  
13 8-12.5-104(2), IF A COVERED EMPLOYEE CONSENTS TO WORK ADDITIONAL  
14 HOURS OR ADDITIONAL SHIFTS, THE COVERED EMPLOYER SHALL OBTAIN  
15 THE COVERED EMPLOYEE'S WRITTEN CONSENT.

16 (6) NOTHING IN THIS SECTION PROHIBITS A COVERED EMPLOYER  
17 FROM PROVIDING GREATER ADVANCE NOTICE OF A COVERED EMPLOYEE'S  
18 WORK SCHEDULE OR WORK SCHEDULE CHANGES THAN WHAT IS REQUIRED  
19 BY THIS SECTION.

20 **8-12.5-104. Work schedule changes - predictability pay for**  
21 **covered employees - exemptions.** (1) EXCEPT AS SPECIFIED IN  
22 SUBSECTION (2) OF THIS SECTION, FOR EACH WORK SCHEDULE CHANGE  
23 THAT A COVERED EMPLOYER INITIATES AFTER PROVIDING THE NOTICE  
24 DESCRIBED IN SECTION 8-12.5-103, A COVERED EMPLOYER SHALL PAY, IN  
25 ADDITION TO THE COVERED EMPLOYEE'S REGULAR RATE OF PAY FOR  
26 HOURS ACTUALLY WORKED BY THE COVERED EMPLOYEE, PREDICTABILITY  
27 PAY AT THE FOLLOWING RATES:

1 (a) ONE HOUR OF PREDICTABILITY PAY AT THE COVERED  
2 EMPLOYEE'S REGULAR RATE OF PAY WHEN THE COVERED EMPLOYER ADDS  
3 TIME TO A SHIFT OR CHANGES THE LOCATION OF A SHIFT; AND

4 (b) TWO HOURS OF PREDICTABILITY PAY WHEN THE COVERED  
5 EMPLOYER SUBTRACTS TIME FROM A SHIFT OR CHANGES THE DATE OR TIME  
6 OF THE SHIFT;

7 (2) A COVERED EMPLOYER IS NOT REQUIRED TO PAY  
8 PREDICTABILITY PAY UNDER THIS SECTION OR OBTAIN WRITTEN CONSENT  
9 PURSUANT TO SECTION 8-12.5-103 (5) IF:

10 (a) A COVERED EMPLOYEE REQUESTS A SHIFT CHANGE BY WRITTEN  
11 COMMUNICATION, INCLUDING:

12 (I) VOLUNTARY ADDITIONS OR SUBTRACTIONS OF HOURS THAT ARE  
13 INITIATED BY THE COVERED EMPLOYEE; AND

14 (II) THE USE OF SICK LEAVE, VACATION LEAVE, OR OTHER LEAVE  
15 POLICIES OFFERED BY THE COVERED EMPLOYER;

16 (b) A SCHEDULE CHANGE IS THE RESULT OF A SHIFT TRADE OR  
17 COVERAGE ARRANGEMENT UPON WHICH TWO OR MORE COVERED  
18 EMPLOYEES HAVE MUTUALLY AGREED, SUBJECT TO ANY POLICY OF THE  
19 COVERED EMPLOYER REGARDING REQUIRED CONDITIONS UNDER WHICH  
20 COVERED EMPLOYEES MAY EXCHANGE SHIFTS; OR

21 (c) A COVERED EMPLOYEE'S WORK HOURS ARE SUBTRACTED DUE  
22 TO TERMINATION OF THE COVERED EMPLOYEE'S EMPLOYMENT.

23 **8-12.5-105. Right to rest for covered employees - consent to**  
24 **work required - rest shortfall pay.** (1) A COVERED EMPLOYEE MAY  
25 DECLINE, WITHOUT PENALTY, ANY WORK HOURS THAT ARE SCHEDULED OR  
26 OTHERWISE OCCUR:

27 (a) LESS THAN TWELVE HOURS AFTER THE END OF THE PREVIOUS

1 DAY'S SHIFT; OR

2 (b) DURING THE TWELVE HOURS FOLLOWING THE END OF A SHIFT  
3 THAT SPANNED TWO DAYS.

4 (2) A COVERED EMPLOYEE MAY CONSENT TO WORK HOURS  
5 DESCRIBED IN SUBSECTION (1) OF THIS SECTION; HOWEVER, THE COVERED  
6 EMPLOYEE MUST PROVIDE WRITTEN CONSENT TO THE COVERED EMPLOYER  
7 FOR EACH SUCH SHIFT OR FOR MULTIPLE SHIFTS AND MAY REVOKE THE  
8 CONSENT AT ANY TIME UNTIL FORTY-EIGHT HOURS BEFORE THE SHIFT  
9 BEGINS.

10 (3) WHEN A COVERED EMPLOYEE WORKS HOURS DESCRIBED IN  
11 SUBSECTION (1) OF THIS SECTION, THE COVERED EMPLOYER SHALL PAY  
12 THE COVERED EMPLOYEE REST SHORTFALL PAY AT A RATE OF AT LEAST  
13 ONE AND ONE-HALF TIMES THE COVERED EMPLOYEE'S REGULAR RATE OF  
14 PAY FOR THE HOURS WORKED.

15 **8-12.5-106. Offer of work to existing covered employees -**  
16 **retention pay for covered employees - rules.** (1) BEFORE HIRING A NEW  
17 COVERED EMPLOYEE, INCLUDING ANY HIRING THROUGH A CLIENT  
18 EMPLOYER, CONTRACTOR, OR APPLICANT POOL, A COVERED EMPLOYER  
19 SHALL:

20 (a) MAKE EVERY REASONABLE EFFORT TO SCHEDULE ITS EXISTING  
21 COVERED EMPLOYEES FOR THEIR DESIRED NUMBER OF WEEKLY WORK  
22 HOURS IDENTIFIED IN THEIR WRITTEN STATEMENTS PROVIDED PURSUANT  
23 TO SECTION 8-12.5-102 (1), UP TO FORTY HOURS PER WEEK OR TWELVE  
24 HOURS PER DAY; AND

25 (b) (I) OFFER AND DISTRIBUTE WORK HOURS TO ONE OR MORE  
26 EXISTING COVERED EMPLOYEES AT THE LOCATION WHERE THE NEW  
27 COVERED EMPLOYEE'S WORK IS TO BE PERFORMED; OR



1 (II) OFFER AND DISTRIBUTE ADDITIONAL WORK HOURS TO  
2 COVERED EMPLOYEES EMPLOYED AT OTHER LOCATIONS IF:

3 (A) NO EXISTING COVERED EMPLOYEE AT THE LOCATION WHERE  
4 A PROPOSED NEW COVERED EMPLOYEE IS TO WORK ACCEPTS THE  
5 ADDITIONAL WORK HOURS OFFERED BY THE COVERED EMPLOYER  
6 PURSUANT TO SUBSECTION (1)(b)(I) OF THIS SECTION; OR

7 (B) EXISTING COVERED EMPLOYEES AT THE LOCATION WHERE A  
8 PROPOSED NEW COVERED EMPLOYEE IS TO WORK WHO ACCEPT THE  
9 ADDITIONAL WORK HOURS LACK AND CANNOT OBTAIN WITH REASONABLE  
10 TRAINING THE QUALIFICATIONS NECESSARY TO PERFORM THE WORK.

11 (2) (a) A COVERED EMPLOYER MAY HIRE A NEW COVERED  
12 EMPLOYEE IF:

13 (I) PURSUANT TO SUBSECTION (1)(b)(I) OR (1)(b)(II) OF THIS  
14 SECTION, AN INSUFFICIENT NUMBER OF EXISTING COVERED EMPLOYEES AT  
15 A LOCATION ACCEPT ADDITIONAL WORK HOURS AND EXISTING COVERED  
16 EMPLOYEES AT THE LOCATION WHO ACCEPT THE ADDITIONAL WORK HOURS  
17 LACK AND CANNOT OBTAIN WITH REASONABLE TRAINING THE  
18 QUALIFICATIONS NECESSARY TO PERFORM THE WORK; AND

19 (II) THE REMAINING COVERED EMPLOYEES, IF ANY, LACK AND  
20 CANNOT OBTAIN WITH REASONABLE TRAINING THE QUALIFICATIONS  
21 NECESSARY TO PERFORM THE WORK.

22 (b) A COVERED EMPLOYER'S SYSTEM FOR THE DISTRIBUTION OF  
23 SHIFTS MUST NOT VIOLATE ANY FEDERAL, STATE, OR LOCAL LAW,  
24 INCLUDING LAWS THAT PROHIBIT DISCRIMINATION.

25 (3) WHEN HOURS BECOME AVAILABLE THAT MUST BE OFFERED TO  
26 EXISTING COVERED EMPLOYEES PURSUANT TO SUBSECTION (1)(b) OF THIS  
27 SECTION, A COVERED EMPLOYER SHALL POST A NOTICE AND PROVIDE

1 WRITTEN OR ELECTRONIC NOTICE OF THE HOURS TO COVERED EMPLOYEES.  
2 THE NOTICE MUST INCLUDE INFORMATION SPECIFIED IN RULES  
3 PROMULGATED BY THE DIRECTOR. A COVERED EMPLOYER SHALL POST THE  
4 NOTICE FOR FOUR CONSECUTIVE CALENDAR DAYS IN A CONSPICUOUS AND  
5 ACCESSIBLE PLACE WHERE NOTICES TO COVERED EMPLOYEES ARE  
6 CUSTOMARILY POSTED, UNLESS A SHORTER POSTING PERIOD IS NECESSARY  
7 IN ORDER FOR THE WORK TO BE TIMELY PERFORMED AND AS MAY BE  
8 PRESCRIBED BY RULES PROMULGATED BY THE DIRECTOR.

9 (4) IF A COVERED EMPLOYER FAILS TO OFFER AN EXISTING  
10 COVERED EMPLOYEE AN OPPORTUNITY TO WORK THE COVERED  
11 EMPLOYEE'S DESIRED ADDITIONAL NUMBER OF WEEKLY WORK HOURS  
12 BEFORE HIRING A NEW COVERED EMPLOYEE, THE COVERED EMPLOYER  
13 SHALL PROVIDE THE EXISTING COVERED EMPLOYEE RETENTION PAY FOR  
14 A SIX-MONTH PERIOD BEGINNING ON THE NEW COVERED EMPLOYEE'S  
15 DATE-OF-HIRE AT THE EXISTING COVERED EMPLOYEE'S REGULAR RATE OF  
16 PAY FOR THE HOURS WORKED BY THE NEWLY HIRED COVERED EMPLOYEE  
17 THAT OCCUR WITHIN THE EXISTING COVERED EMPLOYEE'S AVAILABILITY  
18 IDENTIFIED IN THE COVERED EMPLOYEE'S WRITTEN STATEMENT PROVIDED  
19 PURSUANT TO SECTION 8-12.5-102 (1).

20 **8-12.5-107. Minimum weekly pay adjustment - waiver.**

21 (1) EXCEPT AS PROVIDED IN SUBSECTION (2) OF THIS SECTION, A COVERED  
22 EMPLOYER SHALL PAY EACH COVERED EMPLOYEE MINIMUM WEEKLY PAY  
23 IN AN AMOUNT THAT CORRESPONDS TO FIFTEEN PERCENT OF THE AVERAGE  
24 WEEKLY HOURS INDICATED IN THE COVERED EMPLOYEE'S ANTICIPATED  
25 WORK PLAN DESCRIBED IN SECTION 8-12.5-102, PAID AT THE COVERED  
26 EMPLOYEE'S REGULAR RATE OF PAY PER HOUR OF WORK OR THE MINIMUM  
27 WAGE, WHICHEVER IS MORE, DURING ANY SEVEN-DAY PERIOD. WAGES

1 PAID FOR HOURS WORKED OR PAID LEAVE, INCLUDING PAID BENEFIT TIME  
2 DURING THE SEVEN-DAY PERIOD, MAY BE USED TO SATISFY A COVERED  
3 EMPLOYER'S OBLIGATION UNDER THIS SUBSECTION (1).

4 (2) A COVERED EMPLOYEE WHO, AT THE COVERED EMPLOYEE'S  
5 REQUEST, DOES NOT WORK OR TAKES UNPAID LEAVE DURING A  
6 PARTICULAR WEEK MAY WAIVE THE REQUIREMENT OF SUBSECTION (1) OF  
7 THIS SECTION IF THE COVERED EMPLOYEE DESIGNATES IN WRITING THE  
8 SPECIFIC WEEK OR WEEKS FOR WHICH THE MINIMUM WEEKLY PAY IS  
9 WAIVED.

10 **8-12.5-108. Discrimination prohibited - permissible bases for**  
11 **differences in wages or work conditions.** (1) (a) WITH RESPECT TO  
12 COVERED EMPLOYEES WHO ARE EMPLOYED IN POSITIONS THAT REQUIRE  
13 SUBSTANTIALLY SIMILAR SKILLS, EFFORT, RESPONSIBILITIES, AND DUTIES  
14 AND THAT ARE PERFORMED UNDER SIMILAR WORKING CONDITIONS, A  
15 COVERED EMPLOYER SHALL NOT DISCRIMINATE, RETALIATE, OR TAKE ANY  
16 ADVERSE ACTION AGAINST A COVERED EMPLOYEE BASED ON:

17 (I) THE NUMBER OF HOURS THE COVERED EMPLOYEE IS SCHEDULED  
18 TO WORK OR ACTUALLY WORKS;

19 (II) THE COVERED EMPLOYEE'S EXPECTED DURATION OF  
20 EMPLOYMENT; OR

21 (III) THE COVERED EMPLOYEE'S DESIRED WORK HOURS, DAYS, OR  
22 TIMES, AS INDICATED PURSUANT TO SECTION 8-12.5-102 (1).

23 (b) FOR THE PURPOSES OF SUBSECTION (1)(a) OF THIS SECTION,  
24 "DISCRIMINATE" INCLUDES PROVIDING SIMILARLY SITUATED COVERED  
25 EMPLOYEES WITH DIFFERENT:

26 (I) HOURLY WAGES;

27 (II) ELIGIBILITY FOR BENEFITS ACCRUED BASED ON TIME WORKED;

1 (III) OPPORTUNITIES TO APPLY FOR A PROMOTION; OR

2 (IV) OTHER CONDITIONS OF EMPLOYMENT.

3 (2) THIS SECTION DOES NOT PROHIBIT DIFFERENCES IN HOURLY  
4 WAGES OR OTHER CONDITIONS OF EMPLOYMENT FOR REASONS OTHER  
5 THAN THOSE DESCRIBED IN SUBSECTION (1) OF THIS SECTION. FOR THE  
6 PURPOSES OF THIS SECTION, THE DATE OF HIRE, A MERIT SYSTEM, OR A  
7 SYSTEM THAT MEASURES EARNINGS BY QUANTITY PER HOUR OR QUALITY  
8 OF PRODUCTION IS A PERMISSIBLE BASIS FOR DIFFERENCES IN HOURLY  
9 WAGES OR OTHER CONDITIONS OF EMPLOYMENT.

10 **8-12.5-109. Right of employees to request work schedule**  
11 **modifications or flexible working arrangements.** (1) AT THE TIME OF

12 HIRE AND AT ANY TIME DURING EMPLOYMENT, AN EMPLOYEE MAY  
13 REQUEST SCHEDULE MODIFICATIONS OR FLEXIBLE WORKING  
14 ARRANGEMENTS, INCLUDING REQUESTS:

15 (a) TO NOT BE SCHEDULED FOR SHIFTS DURING CERTAIN DAYS OR  
16 TIMES OR AT CERTAIN LOCATIONS;

17 (b) TO NOT WORK ON-CALL SHIFTS;

18 (c) FOR CERTAIN HOURS, DAYS, OR LOCATIONS OF WORK;

19 (d) FOR MORE OR FEWER WORK HOURS;

20 (e) FOR CHANGES IN SHIFT START AND END TIMES;

21 (f) FOR PART-TIME EMPLOYMENT OR PART-YEAR EMPLOYMENT; OR

22 (g) FOR A REDUCTION OR CHANGE IN WORK DUTIES.

23 (2) IF AN EMPLOYEE MAKES A REQUEST FOR A SCHEDULE  
24 MODIFICATION OR FLEXIBLE WORKING ARRANGEMENTS AS DESCRIBED IN  
25 SUBSECTION (1) OF THIS SECTION DUE TO A SERIOUS HEALTH CONDITION  
26 OF THE EMPLOYEE, THE EMPLOYEE'S RESPONSIBILITIES AS A CAREGIVER,  
27 OR THE EMPLOYEE'S ENROLLMENT IN A CAREER-RELATED EDUCATIONAL

1 OR TRAINING PROGRAM, AND THE EMPLOYEE IDENTIFIES THE SERIOUS  
2 HEALTH CONDITION, CAREGIVING, OR EDUCATION AS THE REASON FOR THE  
3 REQUEST, THE EMPLOYER SHALL GRANT THE REQUEST UNLESS THE  
4 EMPLOYER HAS A BONA FIDE BUSINESS REASON FOR DENYING THE  
5 REQUEST. IN THE EVENT OF A DENIAL, THE EMPLOYER SHALL CONSIDER  
6 ALTERNATIVES TO THE PROPOSED CHANGES THAT MIGHT MEET THE  
7 EMPLOYEE'S NEEDS. IF AN EMPLOYER DENIES SUCH A REQUEST FOR A BONA  
8 FIDE BUSINESS REASON, THE EMPLOYER SHALL PROVIDE THE EMPLOYEE  
9 WITH THE REASON FOR THE DENIAL IN WRITING.

10 (3) IF AN EMPLOYEE MAKES A REQUEST FOR A SCHEDULE  
11 MODIFICATION OR FLEXIBLE WORKING ARRANGEMENTS AS DESCRIBED IN  
12 SUBSECTION (1) OF THIS SECTION FOR A REASON OTHER THAN THOSE  
13 REASONS DESCRIBED IN SUBSECTION (2) OF THIS SECTION, THE EMPLOYER  
14 MAY DENY THE REQUEST FOR ANY REASON THAT IS NOT UNLAWFUL. IN THE  
15 EVENT OF A DENIAL, THE EMPLOYER SHALL CONSIDER ALTERNATIVES TO  
16 THE PROPOSED CHANGES THAT MIGHT MEET THE EMPLOYEE'S NEEDS. IF  
17 THE EMPLOYER DENIES SUCH A REQUEST, THE EMPLOYER SHALL PROVIDE  
18 THE EMPLOYEE WITH THE REASON FOR THE DENIAL IN WRITING.

19 **8-12.5-110. Retaliation prohibited - rebuttable presumption**  
20 **of retaliation.** (1) IT IS UNLAWFUL FOR:

21 (a) AN EMPLOYER OR ANY OTHER PERSON TO INTERFERE WITH,  
22 RESTRAIN, OR DENY ANY PERSON'S ATTEMPT TO EXERCISE ANY RIGHT  
23 PROTECTED UNDER THIS ARTICLE 12.5; OR

24 (b) A PERSON TO TAKE AN ADVERSE ACTION AGAINST AN  
25 EMPLOYEE THAT PENALIZES THE EMPLOYEE FOR, OR IS REASONABLY  
26 LIKELY TO DETER THE EMPLOYEE FROM, EXERCISING OR ATTEMPTING TO  
27 EXERCISE ANY RIGHT PROTECTED UNDER THIS ARTICLE 12.5.

1           (2) THE PROTECTIONS OF THIS SECTION APPLY TO A PERSON WHO  
2 MISTAKENLY BUT IN GOOD FAITH ALLEGES A VIOLATION OF THIS ARTICLE  
3 12.5.

4           (3) IF AN EMPLOYER OR A PERSON ACTING ON BEHALF OF THE  
5 EMPLOYER TAKES AN ADVERSE ACTION AGAINST AN EMPLOYEE WITHIN  
6 NINETY CALENDAR DAYS AFTER THE EMPLOYEE EXERCISES A RIGHT  
7 PROTECTED IN THIS ARTICLE 12.5, THERE IS A REBUTTABLE PRESUMPTION  
8 THAT THE EMPLOYER HAS RETALIATED.

9           (4) IN THE CASE OF SEASONAL EMPLOYMENT THAT ENDS BEFORE  
10 THE EXPIRATION OF THE NINETY-DAY PERIOD DESCRIBED IN SUBSECTION  
11 (3) OF THIS SECTION, THE PRESUMPTION DESCRIBED IN SAID SUBSECTION  
12 (3) APPLIES IF THE EMPLOYER FAILS TO REHIRE A FORMER EMPLOYEE AT  
13 THE NEXT OPPORTUNITY TO HIRE THE FORMER EMPLOYEE FOR WORK IN  
14 THE SAME POSITION.

15           **8-12.5-111. Notice of rights - rules.** (1) A COVERED EMPLOYER  
16 SHALL POST AND KEEP POSTED, IN CONSPICUOUS AND ACCESSIBLE PLACES  
17 ON THE PREMISES OF THE COVERED EMPLOYER, A NOTICE THAT:

18           (a) SETS FORTH COVERED EMPLOYEES' RIGHTS AND PRIVILEGES  
19 UNDER THIS ARTICLE 12.5;

20           (b) STATES THAT RETALIATION AGAINST COVERED EMPLOYEES FOR  
21 EXERCISING THOSE RIGHTS IS PROHIBITED; AND

22           (c) PROVIDES SUCH OTHER INFORMATION AS THE DIVISION MAY  
23 REQUIRE.

24           (2) IF A COVERED EMPLOYER DISTRIBUTES AN EMPLOYEE  
25 HANDBOOK TO COVERED EMPLOYEES, THE COVERED EMPLOYER SHALL  
26 INCLUDE IN THE HANDBOOK THE NOTICE DESCRIBED IN SUBSECTION (1) OF  
27 THIS SECTION.

1 (3) WITH EACH COVERED EMPLOYEE'S FIRST PAYCHECK ON OR  
2 AFTER JANUARY 1, 2024, EACH COVERED EMPLOYER SHALL PROVIDE THE  
3 COVERED EMPLOYEE A NOTICE ADVISING THE COVERED EMPLOYEE OF THE  
4 RIGHTS AND PROTECTIONS DESCRIBED IN THIS ARTICLE 12.5.

5 (4) THE DIRECTOR SHALL PROMULGATE RULES TO ESTABLISH THE  
6 FORM OF THE NOTICES REQUIRED BY THIS SECTION AND SHALL  
7 PROMULGATE RULES REQUIRING EMPLOYERS TO:

8 (a) PROVIDE TO EACH EMPLOYEE A SEPARATE WRITTEN NOTICE  
9 CONCERNING EMPLOYEE RIGHTS DESCRIBED UNDER SECTION 8-12.5-109;  
10 AND

11 (b) DISPLAY, IN A CONSPICUOUS AND ACCESSIBLE PLACE WHERE  
12 NOTICES ARE CUSTOMARILY POSTED, A POSTER CONCERNING EMPLOYEE  
13 RIGHTS DESCRIBED UNDER SECTION 8-12.5-109.

14 **8-12.5-112. Employer records - compliance - authority of**  
15 **director to investigate - identification of pay in paychecks - rules.**

16 (1) (a) COVERED EMPLOYERS SHALL KEEP RECORDS AS NECESSARY TO  
17 DEMONSTRATE COMPLIANCE WITH THIS ARTICLE 12.5, INCLUDING:

18 (I) WRITTEN STATEMENTS OBTAINED FROM COVERED EMPLOYEES  
19 PURSUANT TO SECTION 8-12.5-102 (1);

20 (II) ANTICIPATED WORK PLANS ESTABLISHED AND PROVIDED TO  
21 COVERED EMPLOYEES PURSUANT TO SECTION 8-12.5-102 (2);

22 (III) NOTICES INDICATING COVERED EMPLOYEES' VOLUNTARY  
23 CONSENT TO WORK ADDITIONAL HOURS OR ADDITIONAL SHIFTS THAT ARE  
24 NOT INCLUDED IN A WORK SCHEDULE, AS REQUIRED BY SECTION  
25 8-12.5-103 (5);

26 (IV) THE COVERED EMPLOYER'S OFFERS OF SHIFTS TO EXISTING  
27 COVERED EMPLOYEES AND COVERED EMPLOYEES' RESPONSES TO THE

1 OFFERS, AS DESCRIBED IN SECTION 8-12.5-106; AND

2 (V) PAYROLL RECORDS THAT SPECIFY THE AMOUNT OF  
3 ADDITIONAL COMPENSATION PAID TO COVERED EMPLOYEES PURSUANT TO  
4 SECTIONS 8-12.5-104, 8-12.5-105, 8-12.5-106, AND 8-12.5-107.

5 (b) EMPLOYERS SHALL KEEP RECORDS AS NECESSARY TO  
6 DEMONSTRATE COMPLIANCE WITH SECTION 8-12.5-109.

7 (c) EMPLOYERS SHALL RETAIN THE RECORDS DESCRIBED IN  
8 SUBSECTION (1)(a) OR (1)(b) OF THIS SECTION, AS APPLICABLE, FOR THREE  
9 YEARS OR FOR THE DURATION OF A CLAIM, CIVIL ACTION, OR  
10 INVESTIGATION PENDING PURSUANT TO THIS ARTICLE 12.5, WHICHEVER IS  
11 LONGER.

12 (2) EXCEPT AS DESCRIBED IN SECTION 8-12.5-103 (3), UPON THE  
13 REQUEST OF ANY COVERED EMPLOYEE, AND IN ACCORDANCE WITH RULES  
14 PROMULGATED BY THE DIRECTOR, A COVERED EMPLOYER SHALL PROVIDE  
15 TO THE COVERED EMPLOYEE THE WORK SCHEDULES OF ALL COVERED  
16 EMPLOYEES AT THE COVERED EMPLOYEE'S WORK LOCATION IN WRITING  
17 FOR ANY WEEK DURING THE PRECEDING TWO YEARS, INCLUDING THE  
18 ORIGINALLY POSTED WORK SCHEDULES AND ANY MODIFIED VERSIONS OF  
19 THEM.

20 (3) THE DIRECTOR OR THE DIRECTOR'S DESIGNEE MAY  
21 INVESTIGATE AND GATHER DATA PERTINENT TO MATTERS THAT MAY AID  
22 IN CARRYING OUT THE PROVISIONS OF THIS ARTICLE 12.5. IN ANY CASE  
23 WHERE A COMPLAINT HAS BEEN FILED WITH THE DIVISION REGARDING A  
24 VIOLATION OF THIS ARTICLE 12.5, OR WHERE THE DIRECTOR HAS  
25 REASONABLE GROUNDS TO BELIEVE THAT AN EMPLOYER HAS VIOLATED  
26 PROVISIONS OF THIS ARTICLE 12.5, THE DIRECTOR OR THE DIRECTOR'S  
27 DESIGNEE MAY INVESTIGATE AND ISSUE SUBPOENAS REQUIRING THE



1 ATTENDANCE AND TESTIMONY OF ANY WITNESS OR THE PRODUCTION OF  
2 ANY EVIDENCE IN CONNECTION WITH SUCH INVESTIGATION.

3 (4) WHEN AN ISSUE ARISES AS TO AN EMPLOYER'S COMPLIANCE  
4 WITH THIS ARTICLE 12.5, IF THE EMPLOYER DOES NOT MAINTAIN OR RETAIN  
5 ADEQUATE RECORDS DOCUMENTING COMPLIANCE OR DOES NOT ALLOW  
6 THE DIVISION REASONABLE ACCESS TO THE RECORDS OR TO A RELEVANT  
7 WORK SITE WITHIN THIRTY DAYS AFTER THE DIVISION'S REQUEST, IT IS  
8 PRESUMED THAT THE EMPLOYER DID NOT COMPLY WITH THIS ARTICLE  
9 12.5.

10 (5) A COVERED EMPLOYER SHALL INCLUDE IN EACH COVERED  
11 EMPLOYEE'S REGULAR PAYCHECK ANY PAY PROVIDED TO THE COVERED  
12 EMPLOYEE PURSUANT TO SECTION 8-12.5-104, 8-12.5-105, 8-12.5-106, OR  
13 8-12.5-107, AS APPLICABLE, FOR THE PERIOD IN WHICH THE PAY IS  
14 ACCRUED. IN EACH CORRESPONDING WRITTEN WAGE STATEMENT OR PAY  
15 STUB, THE COVERED EMPLOYER SHALL IDENTIFY EACH TYPE OF  
16 COMPENSATION INCLUDED IN THE PAYCHECK AS FOLLOWS:

17 (a) PAY THAT A COVERED EMPLOYEE RECEIVES PURSUANT TO  
18 SECTION 8-12.5-104 (1)(a) SHALL BE IDENTIFIED AS "EXCESS TIME  
19 PREDICTABILITY PAY";

20 (b) PAY THAT A COVERED EMPLOYEE RECEIVES PURSUANT TO  
21 SECTION 8-12.5-104 (1)(b) SHALL BE IDENTIFIED AS "SHORT TIME  
22 PREDICTABILITY PAY";

23 (c) PAY THAT A COVERED EMPLOYEE RECEIVES PURSUANT TO  
24 SECTION 8-12.5-105 (3) SHALL BE IDENTIFIED AS "REST SHORTFALL PAY";

25 (d) PAY THAT A COVERED EMPLOYEE RECEIVES PURSUANT TO  
26 SECTION 8-12.5-106 (4) SHALL BE IDENTIFIED AS "RETENTION PAY"; AND

27 (e) PAY THAT A COVERED EMPLOYEE RECEIVES PURSUANT TO

1 SECTION 8-12.5-107 SHALL BE IDENTIFIED AS A "MINIMUM WEEKLY PAY  
2 ADJUSTMENT".

3 **8-12.5-113. Available relief.** (1) A PERSON WHO IS AGGRIEVED  
4 BY A VIOLATION OF THIS ARTICLE 12.5 MAY SEEK RELIEF BY:

5 (a) FILING A COMPLAINT WITH THE DIVISION PURSUANT TO SECTION  
6 8-12.5-114; OR

7 (b) BRINGING A CIVIL ACTION IN DISTRICT COURT AGAINST AN  
8 EMPLOYER PURSUANT TO SECTION 8-12.5-115.

9 (2) IN ANY ACTION TO ENFORCE THIS ARTICLE 12.5 IN WHICH AN  
10 EMPLOYER ARGUES THAT A PERSON ASSERTING STATUS AS AN EMPLOYEE  
11 IS IN FACT AN INDEPENDENT CONTRACTOR, THERE IS A REBUTTABLE  
12 PRESUMPTION THAT THE PERSON IS AN EMPLOYEE.

13 **8-12.5-114. Enforcement by division - complaints - rules - fines**  
14 **- penalties.** (1) WITHIN THREE YEARS AFTER AN ALLEGED VIOLATION OF  
15 THIS ARTICLE 12.5, A WHISTLEBLOWER OR AN AGGRIEVED INDIVIDUAL  
16 MAY FILE A COMPLAINT WITH THE DIVISION AGAINST AN EMPLOYER AS  
17 FOLLOWS:

18 (a) UNTIL SUCH DATE THAT THE DIVISION MAKES A COMPLAINT  
19 FORM PUBLICLY AVAILABLE, A WHISTLEBLOWER OR AN AGGRIEVED  
20 INDIVIDUAL MAY FILE A COMPLAINT WITH THE DIVISION IN ANY FORM BY  
21 MAIL OR E-MAIL. THE DIVISION MAY REQUIRE THE WHISTLEBLOWER OR  
22 AGGRIEVED INDIVIDUAL TO COMPLETE THE DIVISION'S COMPLAINT FORM  
23 AFTER IT IS AVAILABLE, IN WHICH CASE THE FILING DATE REMAINS THE  
24 DATE OF THE CLAIMANT'S ORIGINAL FILING.

25 (b) AFTER THE DIVISION MAKES A COMPLAINT FORM PUBLICLY  
26 AVAILABLE, A WHISTLEBLOWER OR AN AGGRIEVED INDIVIDUAL SHALL USE  
27 THE DIVISION'S COMPLAINT FORM TO FILE A COMPLAINT.

1 (2) IN RESPONSE TO A COMPLAINT FILED BY A WHISTLEBLOWER OR  
2 AN AGGRIEVED INDIVIDUAL, THE DIVISION SHALL EITHER:

3 (a) INVESTIGATE THE ALLEGED VIOLATION PURSUANT TO SECTION  
4 8-12.5-112 (3); OR

5 (b) AUTHORIZE THE WHISTLEBLOWER OR AGGRIEVED INDIVIDUAL  
6 TO PROCEED WITH A CIVIL ACTION IN DISTRICT COURT AS PROVIDED IN  
7 SECTION 8-12.5-115 OR 8-12.5-116, AS APPLICABLE.

8 (3) IF, AFTER AN INVESTIGATION OF AN ALLEGED VIOLATION OF  
9 THIS ARTICLE 12.5, THE DIVISION DETERMINES THAT A VIOLATION HAS  
10 OCCURRED, THE DIVISION, IN ADDITION TO ANY OTHER REMEDY PROVIDED  
11 IN THIS TITLE 8, MAY AWARD REASONABLE ATTORNEY FEES AND ANY  
12 REMEDY AVAILABLE PURSUANT TO SECTION 8-12.5-115, IMPOSE FINES OR  
13 PENALTIES PURSUANT TO THE DIVISION'S AUTHORITY UNDER THIS TITLE 8,  
14 AND IMPOSE STATUTORY DAMAGES PURSUANT TO SECTION 8-12.5-115.

15 (4) IF A PERSON AGGRIEVED BY A VIOLATION OF THIS ARTICLE 12.5  
16 FILES A CIVIL ACTION IN DISTRICT COURT TO ENFORCE A DETERMINATION  
17 MADE UNDER THIS SECTION, THE COURT SHALL WAIVE ANY FILING FEE  
18 REQUIRED UNDER ARTICLE 32 OF TITLE 13.

19 (5) IF THE DIVISION DETERMINES THAT THE RIGHTS OF MULTIPLE  
20 EMPLOYEES HAVE BEEN VIOLATED, EACH VIOLATION FOR EACH EMPLOYEE  
21 IS A SEPARATE VIOLATION FOR PURPOSES OF FINES, PENALTIES, AND OTHER  
22 REMEDIES.

23 (6) THE DIVISION MAY BRING A CIVIL ACTION IN THE DISTRICT  
24 COURT TO ENFORCE THIS ARTICLE 12.5 TO:

25 (a) RECOVER RELIEF FOR AN AGGRIEVED EMPLOYEE; OR

26 (b) RECOVER PENALTIES FOR THE STATE:

27 (I) EQUAL TO THE AMOUNTS SPECIFIED IN SECTION 8-12.5-115

1 (2)(b); OR

2 (II) IN THE CASE OF A VIOLATION OF SECTION 8-12.5-110, IN AN  
3 AMOUNT OF TEN THOUSAND DOLLARS PER VIOLATION.

4 (7) DETERMINATIONS MADE BY THE DIVISION UNDER THIS SECTION  
5 MAY BE:

6 (a) APPEALED PURSUANT TO SECTION 8-4-111.5 AND RULES  
7 PROMULGATED BY THE DIRECTOR REGARDING APPEALS AND  
8 ENFORCEMENT OF THE PROTECTIONS DESCRIBED IN THIS ARTICLE 12.5;  
9 AND

10 (b) ENFORCED BY THE DIVISION IN ACCORDANCE WITH SECTION  
11 8-4-113.

12 **8-12.5-115. Civil actions - damages - available relief.** (1) THE  
13 PAYMENTS OWED TO COVERED EMPLOYEES PURSUANT TO SECTIONS  
14 8-12.5-104, 8-12.5-105, 8-12.5-106, AND 8-12.5-107 ARE WAGES  
15 RECOVERABLE UNDER ARTICLES 4 AND 6 OF THIS TITLE 8 AND RULES  
16 PROMULGATED PURSUANT TO SUCH ARTICLES 4 AND 6. AN AGGRIEVED  
17 PERSON MAY ALSO BRING A CIVIL ACTION IN DISTRICT COURT TO RECOVER  
18 STATUTORY DAMAGES AND OTHER RELIEF PURSUANT TO SUBSECTION (2)  
19 OF THIS SECTION.

20 (2) IN A CIVIL ACTION BROUGHT BY AN AGGRIEVED PERSON IN  
21 DISTRICT COURT ALLEGING A VIOLATION OF THIS ARTICLE 12.5, THE COURT  
22 MAY ORDER SUCH RELIEF AS THE COURT DEEMS APPROPRIATE, INCLUDING:

23 (a) AN ORDER DIRECTING COMPLIANCE WITH THE REQUIREMENTS  
24 OF THIS ARTICLE 12.5 OR WITH RULES PROMULGATED PURSUANT TO THIS  
25 ARTICLE 12.5; AND

26 (b) FOR EACH VIOLATION OF THE FOLLOWING SECTIONS OF THIS  
27 ARTICLE 12.5, AN ORDER DIRECTING COMPLIANCE WITH THE APPROPRIATE

1 SECTION ON AN EMPLOYER-WIDE BASIS WHERE APPROPRIATE AND  
2 STATUTORY DAMAGES ON A PER-COVERED-EMPLOYEE AND PER-INSTANCE  
3 BASIS FOR EACH VIOLATION, PAYABLE TO THE COVERED EMPLOYEE EACH  
4 CALENDAR DAY AS FOLLOWS:

5 (I) FOR A VIOLATION OF SECTION 8-12.5-102, TWO HUNDRED  
6 DOLLARS;

7 (II) FOR A VIOLATION OF SECTION 8-12.5-103, TWO HUNDRED  
8 DOLLARS;

9 (III) FOR A VIOLATION OF SECTION 8-12.5-104, THREE HUNDRED  
10 DOLLARS;

11 (IV) FOR A VIOLATION OF SECTION 8-12.5-105, FIVE HUNDRED  
12 DOLLARS;

13 (V) FOR A VIOLATION OF SECTION 8-12.5-106, FIVE HUNDRED  
14 DOLLARS;

15 (VI) FOR A VIOLATION OF SECTION 8-12.5-107, THREE HUNDRED  
16 DOLLARS; AND

17 (VII) FOR A VIOLATION OF SECTION 8-12.5-108, FIVE HUNDRED  
18 DOLLARS.

19 (3) IF THE COURT DETERMINES THAT AN EMPLOYER VIOLATED  
20 SECTION 8-12.5-110, RELIEF MAY INCLUDE:

21 (a) REINSTATEMENT OR REHIRING OF THE EMPLOYEE, WITH OR  
22 WITHOUT BACK PAY;

23 (b) THE GREATER OF EITHER TEN THOUSAND DOLLARS OR ANY  
24 LOST PAY RESULTING FROM THE VIOLATION, INCLUDING BACK PAY FOR A  
25 REINSTATED OR REHIRED EMPLOYEE AND FRONT PAY FOR AN EMPLOYEE  
26 WHO IS NOT REINSTATED OR REHIRED; AND

27 (c) ANY OTHER EQUITABLE RELIEF THE COURT DEEMS

1 APPROPRIATE.

2 (4) AN EMPLOYEE MAY RECOVER PUNITIVE DAMAGES FROM AN  
3 EMPLOYER IF THE EMPLOYEE DEMONSTRATES BY CLEAR AND CONVINCING  
4 EVIDENCE THAT THE EMPLOYER VIOLATED ANY PROVISION OF THIS  
5 ARTICLE 12.5 WITH MALICE OR RECKLESS INDIFFERENCE TO THE RIGHTS OF  
6 THE EMPLOYEE. HOWEVER, IF THE EMPLOYER DEMONSTRATES GOOD-FAITH  
7 EFFORTS TO COMPLY WITH THIS ARTICLE 12.5, THE COURT SHALL NOT  
8 AWARD PUNITIVE DAMAGES PURSUANT TO THIS SUBSECTION (4).

9 (5) IF AN EMPLOYEE IN A CIVIL ACTION FILED IN DISTRICT COURT  
10 UNDER THIS ARTICLE 12.5 SEEKS COMPENSATORY OR PUNITIVE DAMAGES  
11 PURSUANT TO THIS SECTION, A PARTY TO THE CIVIL ACTION MAY DEMAND  
12 A TRIAL BY JURY.

13 (6) THE COURT SHALL AWARD REASONABLE ATTORNEY FEES AND  
14 COSTS TO AN EMPLOYEE WHO PREVAILS IN AN ACTION BROUGHT PURSUANT  
15 TO THIS SECTION.

16 **8-12.5-116. Whistleblower enforcement - notice - proceeds of**  
17 **judgment.** (1) (a) A WHISTLEBLOWER, ON BEHALF OF THE STATE, MAY  
18 BRING A CIVIL ACTION IN DISTRICT COURT AGAINST A COVERED EMPLOYER  
19 FOR A VIOLATION OF THIS ARTICLE 12.5 TO SEEK EQUITABLE REMEDIES OR  
20 PENALTIES EQUIVALENT TO THE STATUTORY DAMAGES DESCRIBED IN  
21 SECTION 8-12.5-115. THE STATE MAY INTERVENE TO PROSECUTE THE  
22 ACTION IN ITS OWN NAME AT ANY TIME UNTIL THIRTY DAYS AFTER THE  
23 FILING OF THE ACTION AND MAY INTERVENE AFTER THIRTY DAYS WITH THE  
24 PERMISSION OF THE COURT.

25 (b) NOT LESS THAN THIRTY DAYS BEFORE THE ACTION IS FILED,  
26 THE WHISTLEBLOWER SHALL GIVE WRITTEN NOTICE TO THE DIVISION OF  
27 THE SPECIFIC PROVISIONS OF THIS ARTICLE 12.5 THAT THE

1 WHISTLEBLOWER ALLEGES THAT A COVERED EMPLOYER VIOLATED. THE  
2 DIVISION MAY PROSECUTE THE ACTION IN ITS OWN NAME OR ALLOW THE  
3 WHISTLEBLOWER TO PROCEED ON BEHALF OF THE STATE.

4 (2) THE PROCEEDS OF ANY JUDGMENT ENTERED IN FAVOR OF A  
5 WHISTLEBLOWER PURSUANT TO THIS SECTION SHALL BE DISTRIBUTED AS  
6 FOLLOWS:

7 (a) SEVENTY-FIVE PERCENT TO THE DIVISION FOR ENFORCEMENT  
8 OF THIS ARTICLE 12.5; AND

9 (b) TWENTY-FIVE PERCENT TO THE FIRST WHISTLEBLOWER WHO  
10 FILED THE ACTION.

11 (3) IN ADDITION TO THE AMOUNT DESCRIBED IN SUBSECTION (2) OF  
12 THIS SECTION, THE COURT SHALL AWARD REASONABLE ATTORNEY FEES TO  
13 A WHISTLEBLOWER WHO PREVAILS IN AN ACTION BROUGHT PURSUANT TO  
14 SUBSECTION (1)(a) OF THIS SECTION.

15 (4) THE RIGHT TO BRING AN ACTION UNDER THIS SECTION IS NOT  
16 IMPAIRED BY ANY PRIVATE CONTRACT.

17 (5) AN ACTION UNDER THIS SECTION SHALL BE TRIED PROMPTLY  
18 AND WITHOUT REGARD TO CONCURRENT ADJUDICATION OF PRIVATE  
19 CLAIMS.

20 **8-12.5-117. Collective bargaining.** (1) NOTHING IN THIS ARTICLE  
21 12.5 AFFECTS THE VALIDITY OR CHANGES THE TERMS OF A BONA FIDE  
22 COLLECTIVE BARGAINING AGREEMENT IN FORCE ON THE EFFECTIVE DATE  
23 OF THIS ARTICLE 12.5.

24 (2) NOTWITHSTANDING ANY PROVISION OF THIS ARTICLE 12.5 TO  
25 THE CONTRARY, ANY OR ALL OF THE PROVISIONS OF THIS ARTICLE 12.5  
26 MAY BE WAIVED IN A BONA FIDE COLLECTIVE BARGAINING AGREEMENT IF  
27 THE WAIVER IS EXPLICITLY SET FORTH IN THE AGREEMENT IN CLEAR AND

1 UNMISTAKABLE TERMS.

2 **8-12.5-118. Applicability.** (1) NOTHING IN THIS ARTICLE 12.5  
3 DIMINISHES:

4 (a) THE OBLIGATION OF AN EMPLOYER TO COMPLY WITH ANY  
5 CONTRACT, COLLECTIVE BARGAINING AGREEMENT, EMPLOYMENT BENEFIT  
6 PLAN, OR OTHER AGREEMENT PROVIDING EMPLOYEES WITH A POLICY THAT  
7 PROVIDES GREATER EMPLOYEE PROTECTIONS THAN ARE REQUIRED BY THIS  
8 ARTICLE 12.5; OR

9 (b) THE RIGHTS, PRIVILEGES, OR REMEDIES OF AN EMPLOYEE  
10 UNDER A COLLECTIVE BARGAINING OR PARTNERSHIP AGREEMENT,  
11 EMPLOYER POLICY, OR EMPLOYMENT CONTRACT.

12 (2) EXCEPT AS DESCRIBED IN SECTIONS 8-12.5-107 (2) AND  
13 8-12.5-117, ANY AGREEMENT BY AN EMPLOYEE TO WAIVE THE  
14 EMPLOYEE'S RIGHTS UNDER THIS ARTICLE 12.5 IS VOID AS AGAINST PUBLIC  
15 POLICY.

16 **8-12.5-119. No avoidance of application.** (1) IT IS UNLAWFUL  
17 FOR AN EMPLOYER TO TAKE ANY ACTION TO AVOID THE APPLICABILITY OF  
18 THIS ARTICLE 12.5, INCLUDING:

19 (a) CHANGING A REGULAR RATE OF PAY FOR ANY EMPLOYEE;

20 (b) INTERFERING WITH, RESTRAINING, DENYING, OR CHANGING  
21 SCHEDULED WORKDAYS OR HOURS FOR ANY EMPLOYEE; OR

22 (c) HIRING, REHIRING, TERMINATING, OR SUSPENDING, EVEN  
23 TEMPORARILY, AN EMPLOYEE.

24 **8-12.5-120. Rules.** THE DIRECTOR SHALL PROMULGATE RULES AS  
25 REQUIRED BY THIS ARTICLE 12.5 AND SUCH ADDITIONAL RULES AS ARE  
26 NECESSARY TO IMPLEMENT THIS ARTICLE 12.5.

27 **8-12.5-121. Severability.** IF ANY PROVISION OR APPLICATION OF



1 THIS ARTICLE 12.5 TO ANY PERSON OR CIRCUMSTANCE IS JUDGED INVALID,  
2 THE INVALIDITY DOES NOT AFFECT OTHER PROVISIONS OR APPLICATIONS  
3 OF THIS ARTICLE 12.5 THAT CAN BE GIVEN EFFECT WITHOUT THE INVALID  
4 PROVISION OR APPLICATION, AND TO THIS END THE PROVISIONS OF THIS  
5 ARTICLE 12.5 ARE DECLARED SEVERABLE.

6 **SECTION 2. Act subject to petition - effective date -**  
7 **applicability.** (1) This act takes effect January 1, 2024; except that, if a  
8 referendum petition is filed pursuant to section 1 (3) of article V of the  
9 state constitution against this act or an item, section, or part of this act  
10 within the ninety-day period after final adjournment of the general  
11 assembly, then the act, item, section, or part will not take effect unless  
12 approved by the people at the general election to be held in November  
13 2024 and, in such case, will take effect on the date of the official  
14 declaration of the vote thereon by the governor.

15 (2) This act applies to conduct occurring on or after the applicable  
16 effective date of this act.