

# HOUSE BILL 580

K3, P4

6lr1719  
CF SB 472

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By: **Delegates Clippinger, Anderson, Angel, Atterbeary, Barkley, B. Barnes, D. Barnes, Barron, Barve, Branch, Brooks, Carr, Carter, Chang, Conaway, Cullison, Davis, Dumais, Ebersole, Fennell, Fraser–Hidalgo, Frick, Frush, Gaines, Gilchrist, Glenn, Gutierrez, Hammen, Hayes, Haynes, Healey, Hettleman, Hill, Hixson, Holmes, C. Howard, Jackson, Jalisi, Jones, Kaiser, Kelly, Knotts, Korman, Krimm, Lafferty, Lam, Lierman, Luedtke, McCray, McIntosh, A. Miller, Moon, Morales, Morhaim, Oaks, Patterson, Pena–Melnyk, Pendergrass, Platt, Proctor, Reznik, B. Robinson, S. Robinson, Rosenberg, Sample–Hughes, Sanchez, Smith, Sophocleus, Stein, Sydnor, Tarlau, Turner, Valderrama, Vallario, Vaughn, Waldstreicher, A. Washington, M. Washington, K. Young, P. Young, and Zucker**

Introduced and read first time: February 3, 2016

Assigned to: Economic Matters

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## A BILL ENTITLED

1 AN ACT concerning

2 **Labor and Employment – Maryland Healthy Working Families Act**

3 FOR the purpose of requiring certain employers to provide employees with certain earned  
4 sick and safe leave; providing for the method of determining whether an employer is  
5 required to provide paid or unpaid earned sick and safe leave; providing for the  
6 manner in which earned sick and safe leave is accrued by the employee and treated  
7 by the employer; authorizing an employer, under certain circumstances, to deduct  
8 the amount paid for earned sick and safe leave from the wages paid to an employee  
9 on the termination of employment under a certain provision of law; prohibiting an  
10 employer from being required to pay out on the termination of employment certain  
11 earned sick and safe leave; requiring an employer to allow an employee to use earned  
12 sick and safe leave for certain purposes; requiring an employee, under certain  
13 circumstances, to provide certain notice to the employer; prohibiting an employer  
14 from requiring that a certain employee search for or find an individual to work in  
15 the employee's stead during a certain period of time; authorizing an employer, under  
16 certain circumstances, to require an employee to provide certain documentation;  
17 requiring an employer to notify the employees that the employees are entitled to  
18 certain earned sick and safe leave; specifying the information that must be included  
19 in the notice; requiring the Commissioner of Labor and Industry to create and make  
20 available a certain poster and notice; requiring an employer to keep certain records

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 for a certain time period; authorizing the Commissioner to inspect certain records;  
2 establishing a presumption that an employer has violated certain provisions of this  
3 Act under certain circumstances; authorizing the Commissioner to take certain acts  
4 when the Commissioner determines certain provisions of this Act have been violated;  
5 authorizing an employee to bring a civil action in a certain court against an employer  
6 for a violation of certain provisions of this Act; authorizing a court to award certain  
7 damages, fees, and injunctive relief under certain circumstances; establishing  
8 certain prohibited acts; providing for certain criminal penalties; providing that  
9 certain protections apply to certain employees; authorizing the Commissioner to  
10 adopt regulations to carry out certain provisions of this Act; authorizing the  
11 Commissioner to conduct an investigation, under certain circumstances, to  
12 determine whether certain provisions of this Act have been violated; requiring the  
13 Commissioner, except under certain circumstances, to keep certain information  
14 confidential; providing for the construction of certain provisions of this Act; providing  
15 for the application of this Act; defining certain terms; and generally relating to  
16 earned sick and safe leave.

17 BY repealing and reenacting, with amendments,  
18 Article – Labor and Employment  
19 Section 2–106(b)  
20 Annotated Code of Maryland  
21 (2008 Replacement Volume and 2015 Supplement)

22 BY adding to  
23 Article – Labor and Employment  
24 Section 3–103(k); and 3–1301 through 3–1311 to be under the new subtitle “Subtitle  
25 13. Healthy Working Families Act”  
26 Annotated Code of Maryland  
27 (2008 Replacement Volume and 2015 Supplement)

28 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
29 That the Laws of Maryland read as follows:

30 **Article – Labor and Employment**

31 2–106.

32 (b) Except as provided in subsection (c) of this section, and in addition to authority  
33 to adopt regulations that is set forth elsewhere, the Commissioner may adopt regulations  
34 that are necessary to carry out:

35 (1) Title 3, Subtitle 3 of this article;

36 (2) Title 3, Subtitle 5 of this article;

37 **(3) TITLE 3, SUBTITLE 13 OF THIS ARTICLE;**



1           **(1) A UNIT OF STATE OR LOCAL GOVERNMENT; AND**

2           **(2) A PERSON THAT ACTS DIRECTLY OR INDIRECTLY IN THE INTEREST**  
3 **OF ANOTHER EMPLOYER WITH AN EMPLOYEE.**

4           **(G) “FAMILY MEMBER” MEANS:**

5           **(1) A BIOLOGICAL CHILD, AN ADOPTED CHILD, A FOSTER CHILD, OR A**  
6 **STEPCHILD OF THE EMPLOYEE;**

7           **(2) A CHILD FOR WHOM THE EMPLOYEE HAS LEGAL OR PHYSICAL**  
8 **CUSTODY OR GUARDIANSHIP;**

9           **(3) A CHILD FOR WHOM THE EMPLOYEE STANDS IN LOCO PARENTIS,**  
10 **REGARDLESS OF THE CHILD’S AGE;**

11           **(4) A BIOLOGICAL PARENT, AN ADOPTIVE PARENT, A FOSTER PARENT,**  
12 **OR A STEPPARENT OF THE EMPLOYEE OR OF THE EMPLOYEE’S SPOUSE;**

13           **(5) THE LEGAL GUARDIAN OF THE EMPLOYEE;**

14           **(6) AN INDIVIDUAL WHO ACTED AS A PARENT OR STOOD IN LOCO**  
15 **PARENTIS TO THE EMPLOYEE OR THE EMPLOYEE’S SPOUSE WHEN THE EMPLOYEE**  
16 **OR THE EMPLOYEE’S SPOUSE WAS A MINOR;**

17           **(7) THE SPOUSE OF THE EMPLOYEE;**

18           **(8) A BIOLOGICAL GRANDPARENT, AN ADOPTED GRANDPARENT, A**  
19 **FOSTER GRANDPARENT, OR A STEPGRANDPARENT OF THE EMPLOYEE;**

20           **(9) A BIOLOGICAL GRANDCHILD, AN ADOPTED GRANDCHILD, A**  
21 **FOSTER GRANDCHILD, OR A STEPGRANDCHILD OF THE EMPLOYEE; OR**

22           **(10) A BIOLOGICAL SIBLING, AN ADOPTED SIBLING, A FOSTER SIBLING**  
23 **OR A STEPSIBLING OF THE EMPLOYEE.**

24           **(H) “PERSON ELIGIBLE FOR RELIEF” HAS THE MEANING STATED IN §**  
25 **4-501 OF THE FAMILY LAW ARTICLE.**

26           **(I) “SEXUAL ASSAULT” MEANS:**

1           **(1) RAPE, SEXUAL OFFENSE, OR ANY OTHER ACT THAT IS A SEXUAL**  
2 **CRIME UNDER TITLE 3, SUBTITLE 3 OF THE CRIMINAL LAW ARTICLE;**

3           **(2) CHILD SEXUAL ABUSE UNDER § 3-602 OF THE CRIMINAL LAW**  
4 **ARTICLE; OR**

5           **(3) SEXUAL ABUSE OF A VULNERABLE ADULT UNDER § 3-604 OF THE**  
6 **CRIMINAL LAW ARTICLE.**

7           **(J) “STALKING” HAS THE MEANING STATED IN § 3-802 OF THE CRIMINAL**  
8 **LAW ARTICLE.**

9           **(K) UNLESS THE CONTEXT REQUIRES OTHERWISE, “YEAR” MEANS A**  
10 **REGULAR AND CONSECUTIVE 12-MONTH PERIOD AS DETERMINED BY THE**  
11 **EMPLOYER.**

12 **3-1302.**

13           **(A) THIS SUBTITLE MAY NOT BE CONSTRUED TO:**

14           **(1) REQUIRE AN EMPLOYER TO COMPENSATE AN EMPLOYEE FOR**  
15 **UNUSED EARNED SICK AND SAFE LEAVE WHEN THE EMPLOYEE LEAVES THE**  
16 **EMPLOYER’S EMPLOYMENT;**

17           **(2) REQUIRE AN EMPLOYER TO MODIFY AN EXISTING PAID LEAVE**  
18 **POLICY IF THE POLICY PERMITS AN EMPLOYEE TO ACCRUE AND USE LEAVE UNDER**  
19 **TERMS AND CONDITIONS THAT ARE AT LEAST EQUIVALENT TO THE EARNED SICK**  
20 **AND SAFE LEAVE PROVIDED FOR UNDER THIS SUBTITLE;**

21           **(3) PREEMPT, LIMIT, OR OTHERWISE AFFECT ANY OTHER LAW THAT**  
22 **PROVIDES FOR SICK AND SAFE LEAVE BENEFITS THAT ARE MORE GENEROUS THAN**  
23 **REQUIRED UNDER THIS SUBTITLE; OR**

24           **(4) PREEMPT, LIMIT, OR OTHERWISE AFFECT ANY WORKERS’**  
25 **COMPENSATION BENEFITS THAT ARE AVAILABLE UNDER TITLE 9 OF THIS ARTICLE.**

26           **(B) FOR THE PURPOSES OF SUBSECTION (A)(2) OF THIS SECTION, THE**  
27 **TERMS AND CONDITIONS OF A PAID LEAVE POLICY SHALL BE PRESUMED TO BE**  
28 **EQUIVALENT IF THE TERMS AND CONDITIONS ALLOW AN EMPLOYEE TO:**

29           **(1) ACCESS AND ACCRUE PAID LEAVE AT THE SAME RATE OR AT A**  
30 **GREATER RATE THAN PROVIDED FOR IN § 3-1304 OF THIS SUBTITLE; AND**

1           **(2) USE THE PAID LEAVE FOR THE PURPOSES LISTED IN § 3-1305 OF**  
2 **THIS SUBTITLE.**

3 **3-1303.**

4           **THIS SUBTITLE DOES NOT APPLY TO AN EMPLOYEE WHO:**

5           **(1) REGULARLY WORKS LESS THAN 8 HOURS A WEEK FOR AN**  
6 **EMPLOYER; OR**

7           **(2) (I) IS EMPLOYED IN THE CONSTRUCTION INDUSTRY; AND**

8                           **(II) IS COVERED BY A BONA FIDE COLLECTIVE BARGAINING**  
9 **AGREEMENT IN WHICH THE REQUIREMENTS OF THIS SUBTITLE ARE EXPRESSLY**  
10 **WAIVED IN CLEAR AND UNAMBIGUOUS TERMS.**

11 **3-1304.**

12           **(A) (1) AN EMPLOYER THAT EMPLOYS MORE THAN NINE EMPLOYEES**  
13 **SHALL PROVIDE AN EMPLOYEE WITH EARNED SICK AND SAFE LEAVE THAT IS PAID**  
14 **AT THE SAME RATE AS THE EMPLOYEE NORMALLY EARNS.**

15           **(2) AN EMPLOYER THAT EMPLOYS NINE EMPLOYEES OR LESS SHALL**  
16 **PROVIDE AN EMPLOYEE WITH UNPAID EARNED SICK AND SAFE LEAVE.**

17           **(3) (I) FOR THE PURPOSE OF DETERMINING WHETHER AN**  
18 **EMPLOYER IS REQUIRED TO PROVIDE PAID OR UNPAID EARNED SICK AND SAFE**  
19 **LEAVE UNDER THIS SUBSECTION, THE NUMBER OF EMPLOYEES OF AN EMPLOYER**  
20 **SHALL BE DETERMINED BY CALCULATING THE AVERAGE MONTHLY NUMBER OF**  
21 **EMPLOYEES EMPLOYED BY THE EMPLOYER DURING THE IMMEDIATELY PRECEDING**  
22 **YEAR.**

23                           **(II) EACH EMPLOYEE OF AN EMPLOYER SHALL BE INCLUDED IN**  
24 **THE CALCULATION MADE UNDER SUBPARAGRAPH (I) OF THIS PARAGRAPH WITHOUT**  
25 **REGARD TO WHETHER THE EMPLOYEE IS A FULL-TIME, PART-TIME, TEMPORARY,**  
26 **OR SEASONAL EMPLOYEE OR WOULD BE ELIGIBLE FOR EARNED SICK AND SAFE**  
27 **LEAVE BENEFITS UNDER THIS SUBSECTION.**

28           **(B) THE EARNED SICK AND SAFE LEAVE PROVIDED UNDER SUBSECTION (A)**  
29 **OF THIS SECTION SHALL ACCRUE AT A RATE OF AT LEAST 1 HOUR FOR EVERY 30**  
30 **HOURS AN EMPLOYEE WORKS.**

31           **(C) AN EMPLOYER MAY NOT BE REQUIRED TO ALLOW AN EMPLOYEE TO:**

1           **(1) EARN MORE THAN 56 HOURS OF EARNED SICK AND SAFE LEAVE IN**  
2 **A YEAR;**

3           **(2) USE MORE THAN 80 HOURS OF EARNED SICK AND SAFE LEAVE IN**  
4 **A YEAR;**

5           **(3) ACCRUE A TOTAL OF MORE THAN 80 HOURS AT ANY TIME; OR**

6           **(4) USE EARNED SICK AND SAFE LEAVE DURING THE FIRST 90 DAYS**  
7 **THE EMPLOYEE IS EMPLOYED OR THE FIRST 480 HOURS WORKED, WHICHEVER IS**  
8 **SHORTER.**

9           **(D) AT THE BEGINNING OF EACH YEAR, AN EMPLOYER MAY AWARD TO AN**  
10 **EMPLOYEE THE FULL AMOUNT OF EARNED SICK AND SAFE LEAVE THAT AN**  
11 **EMPLOYEE WOULD EARN OVER THE COURSE OF THE YEAR RATHER THAN AWARDED**  
12 **THE LEAVE AS THE LEAVE ACCRUES DURING THE YEAR.**

13           **(E) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION,**  
14 **FOR THE PURPOSES OF CALCULATING THE ACCRUAL OF EARNED SICK AND SAFE**  
15 **LEAVE, AN EMPLOYEE WHO IS EXEMPT FROM OVERTIME WAGE REQUIREMENTS**  
16 **UNDER THE FEDERAL FAIR LABOR STANDARDS ACT IS ASSUMED TO WORK 40**  
17 **HOURS EACH WORKWEEK.**

18           **(2) IF THE EMPLOYEE'S NORMAL WORKWEEK IS LESS THAN 40**  
19 **HOURS, THE NUMBER OF HOURS IN THE NORMAL WORKWEEK SHALL BE USED.**

20           **(F) EARNED SICK AND SAFE LEAVE SHALL BEGIN TO ACCRUE:**

21           **(1) OCTOBER 1, 2016; OR**

22           **(2) IF THE EMPLOYEE IS HIRED AFTER OCTOBER 1, 2016, THE DATE**  
23 **ON WHICH THE EMPLOYEE BEGINS EMPLOYMENT WITH THE EMPLOYER.**

24           **(G) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, IF AN**  
25 **EMPLOYEE HAS UNUSED EARNED SICK AND SAFE LEAVE AT THE END OF EACH YEAR,**  
26 **THE EMPLOYEE MAY CARRY OVER THE BALANCE OF THE EARNED SICK AND SAFE**  
27 **LEAVE TO THE FOLLOWING YEAR.**

28           **(2) AN EMPLOYER MAY NOT BE REQUIRED TO ALLOW AN EMPLOYEE**  
29 **TO CARRY OVER MORE THAN 56 HOURS OF EARNED SICK AND SAFE LEAVE UNDER**  
30 **PARAGRAPH (1) OF THIS SUBSECTION.**

1           **(H) IF AN EMPLOYEE IS REHIRED BY THE EMPLOYER WITHIN 12 MONTHS**  
2 **AFTER LEAVING THE EMPLOYMENT OF THE EMPLOYER, THE EMPLOYER SHALL**  
3 **REINSTATE ANY UNUSED EARNED SICK AND SAFE LEAVE THAT THE EMPLOYEE HAD**  
4 **WHEN THE EMPLOYEE LEFT THE EMPLOYMENT OF THE EMPLOYER UNLESS THE**  
5 **EMPLOYER VOLUNTARILY PAID OUT THE UNUSED EARNED SICK AND SAFE LEAVE ON**  
6 **THE TERMINATION OF EMPLOYMENT.**

7           **(I) (1) AN EMPLOYER MAY ALLOW AN EMPLOYEE TO USE EARNED SICK**  
8 **AND SAFE LEAVE BEFORE THE EMPLOYEE ACCRUES THE AMOUNT NEEDED.**

9           **(2) IF AN EMPLOYEE IS ALLOWED UNDER PARAGRAPH (1) OF THIS**  
10 **SUBSECTION TO USE EARNED SICK AND SAFE LEAVE BEFORE IT HAS ACCRUED, THE**  
11 **EMPLOYER MAY DEDUCT THE AMOUNT PAID FOR THE EARNED SICK AND SAFE LEAVE**  
12 **FROM THE WAGES PAID TO THE EMPLOYEE ON THE TERMINATION OF EMPLOYMENT**  
13 **UNDER § 3-505 OF THIS TITLE IF:**

14                   **(I) THE EMPLOYER AND EMPLOYEE MUTUALLY CONSENTED TO**  
15 **THE DEDUCTION AS EVIDENCED BY A DOCUMENT SIGNED BY THE EMPLOYEE; AND**

16                   **(II) THE EMPLOYEE LEAVES THE EMPLOYMENT OF THE**  
17 **EMPLOYER BEFORE THE EMPLOYEE HAS ACCRUED THE AMOUNT OF EARNED SICK**  
18 **AND SAFE LEAVE THAT WAS USED.**

19           **(J) AN EMPLOYER MAY NOT BE REQUIRED TO PAY OUT ON THE**  
20 **TERMINATION OF EMPLOYMENT UNUSED EARNED SICK AND SAFE LEAVE ACCRUED**  
21 **BY AN EMPLOYEE.**

22           **(K) AN EMPLOYER WHO ACQUIRES, BY SALE OR OTHERWISE, ANOTHER**  
23 **EMPLOYER SHALL PROVIDE AND ALLOW ALL EMPLOYEES OF THE ORIGINAL**  
24 **EMPLOYER WHO REMAIN EMPLOYED BY THE SUCCESSOR EMPLOYER TO USE ALL**  
25 **UNUSED EARNED SICK AND SAFE LEAVE ACCRUED DURING EMPLOYMENT WITH THE**  
26 **ORIGINAL EMPLOYER.**

27 **3-1305.**

28           **(A) AN EMPLOYER SHALL ALLOW AN EMPLOYEE TO USE EARNED SICK AND**  
29 **SAFE LEAVE:**

30                   **(1) TO CARE FOR OR TREAT THE EMPLOYEE'S MENTAL OR PHYSICAL**  
31 **ILLNESS, INJURY, OR CONDITION;**

32                   **(2) TO OBTAIN PREVENTIVE MEDICAL CARE FOR THE EMPLOYEE OR**  
33 **EMPLOYEE'S FAMILY MEMBER;**



1           **(3) TO CARE FOR A FAMILY MEMBER WITH A MENTAL OR PHYSICAL**  
2 **ILLNESS, INJURY, OR CONDITION; OR**

3           **(4) IF:**

4           **(I) THE ABSENCE FROM WORK IS NECESSARY DUE TO**  
5 **DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING COMMITTED AGAINST THE**  
6 **EMPLOYEE OR THE EMPLOYEE'S FAMILY MEMBER; AND**

7           **(II) THE LEAVE IS BEING USED:**

8                   **1. BY THE EMPLOYEE TO OBTAIN FOR THE EMPLOYEE OR**  
9 **THE EMPLOYEE'S FAMILY MEMBER:**

10                   **A. MEDICAL OR MENTAL HEALTH ATTENTION THAT IS**  
11 **NEEDED TO RECOVER FROM PHYSICAL OR PSYCHOLOGICAL INJURY OR DISABILITY**  
12 **THAT IS CAUSED BY THE DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING;**

13                   **B. SERVICES FROM A VICTIM SERVICES ORGANIZATION**  
14 **RELATED TO THE DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING; OR**

15                   **C. LEGAL SERVICES RELATED TO OR RESULTING FROM**  
16 **THE DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING; OR**

17                   **2. DURING THE TIME THAT THE EMPLOYEE HAS**  
18 **TEMPORARILY RELOCATED DUE TO THE DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR**  
19 **STALKING.**

20           **(B) IF THE NEED TO USE EARNED SICK AND SAFE LEAVE IS FORESEEABLE,**  
21 **AN EMPLOYEE SHALL MAKE A GOOD FAITH EFFORT TO PROVIDE THE EMPLOYER**  
22 **WITH ADVANCE NOTICE OF THE NEED TO USE EARNED SICK AND SAFE LEAVE IN**  
23 **ORDER TO MINIMIZE DISRUPTION TO THE EMPLOYER.**

24           **(C) AN EMPLOYER MAY NOT REQUIRE THAT AN EMPLOYEE WHO IS**  
25 **REQUESTING EARNED SICK AND SAFE LEAVE SEARCH FOR OR FIND AN INDIVIDUAL**  
26 **TO WORK IN THE EMPLOYEE'S STEAD DURING THE TIME THE EMPLOYEE IS TAKING**  
27 **THE LEAVE.**

28           **(D) (1) INSTEAD OF TAKING EARNED SICK AND SAFE LEAVE UNDER THIS**  
29 **SECTION, BY MUTUAL CONSENT OF THE EMPLOYER AND EMPLOYEE, AN EMPLOYEE**  
30 **MAY WORK ADDITIONAL HOURS OR TRADE SHIFTS WITH ANOTHER EMPLOYEE**

1 DURING A PAY PERIOD TO MAKE UP WORK HOURS THAT THE EMPLOYEE TOOK OFF  
2 FOR WHICH THE EMPLOYEE COULD HAVE TAKEN EARNED SICK AND SAFE LEAVE.

3 (2) AN EMPLOYEE IS NOT REQUIRED TO OFFER OR TO ACCEPT AN  
4 OFFER OF ADDITIONAL WORK HOURS OR A TRADE IN SHIFTS.

5 (3) IF AN EMPLOYEE WORKS ADDITIONAL HOURS OR TRADES SHIFTS  
6 UNDER PARAGRAPH (1) OF THIS SUBSECTION, THE EMPLOYER MAY NOT:

7 (I) BE REQUIRED TO PAY THE EMPLOYEE FOR THE EMPLOYEE'S  
8 ABSENCE; OR

9 (II) DEDUCT THE ABSENCE FROM THE EMPLOYEE'S ACCRUED  
10 EARNED SICK AND SAFE LEAVE.

11 (E) (1) AN EMPLOYEE MAY TAKE EARNED SICK AND SAFE LEAVE IN THE  
12 SMALLEST INCREMENT THAT THE EMPLOYER'S PAYROLL SYSTEM USES TO ACCOUNT  
13 FOR ABSENCES OR USE OF THE EMPLOYEE'S WORK TIME.

14 (2) AN EMPLOYEE MAY NOT BE REQUIRED TO TAKE EARNED SICK AND  
15 SAFE LEAVE IN AN INCREMENT OF MORE THAN 4 HOURS.

16 (F) WHEN WAGES ARE PAID TO AN EMPLOYEE, THE EMPLOYER SHALL  
17 PROVIDE IN WRITING BY ANY REASONABLE METHOD A STATEMENT REGARDING THE  
18 AMOUNT OF EARNED SICK AND SAFE LEAVE THAT IS AVAILABLE FOR USE BY THE  
19 EMPLOYEE.

20 (G) AN EMPLOYER MAY REQUIRE AN EMPLOYEE WHO USES EARNED SICK  
21 AND SAFE LEAVE FOR MORE THAN TWO CONSECUTIVE SCHEDULED SHIFTS TO  
22 PROVIDE REASONABLE DOCUMENTATION TO VERIFY THAT THE LEAVE WAS USED  
23 APPROPRIATELY UNDER SUBSECTION (A) OF THIS SECTION.

24 **3-1306.**

25 (A) AN EMPLOYER SHALL NOTIFY THE EMPLOYER'S EMPLOYEES THAT THE  
26 EMPLOYEES ARE ENTITLED TO EARNED SICK AND SAFE LEAVE UNDER THIS  
27 SUBTITLE.

28 (B) THE NOTICE PROVIDED UNDER SUBSECTION (A) OF THIS SECTION  
29 SHALL INCLUDE:

30 (1) A STATEMENT OF HOW EARNED SICK AND SAFE LEAVE IS ACCRUED  
31 UNDER § 3-1304 OF THIS SUBTITLE;

1           **(2) THE PURPOSES FOR WHICH THE EMPLOYER IS REQUIRED TO**  
2 **ALLOW AN EMPLOYEE TO USE EARNED SICK AND SAFE LEAVE UNDER § 3-1305 OF**  
3 **THIS SUBTITLE;**

4           **(3) A STATEMENT REGARDING THE PROHIBITION IN § 3-1309 OF THIS**  
5 **SUBTITLE OF THE EMPLOYER TAKING ADVERSE ACTION AGAINST AN EMPLOYEE**  
6 **WHO EXERCISES A RIGHT UNDER THIS SUBTITLE; AND**

7           **(4) INFORMATION REGARDING THE RIGHT OF AN EMPLOYEE TO**  
8 **REPORT AN ALLEGED VIOLATION OF THIS SUBTITLE BY THE EMPLOYER TO THE**  
9 **COMMISSIONER OR TO BRING A CIVIL ACTION UNDER § 3-1308(B) OF THIS**  
10 **SUBTITLE.**

11           **(C) THE COMMISSIONER SHALL CREATE AND MAKE AVAILABLE A POSTER**  
12 **AND A MODEL NOTICE THAT MAY BE USED BY AN EMPLOYER TO COMPLY WITH**  
13 **SUBSECTION (A) OF THIS SECTION.**

14 **3-1307.**

15           **(A) AN EMPLOYER SHALL KEEP FOR AT LEAST 3 YEARS A RECORD OF:**

16           **(1) EARNED SICK AND SAFE LEAVE ACCRUED BY EACH EMPLOYEE;**  
17 **AND**

18           **(2) EARNED SICK AND SAFE LEAVE USED BY EACH EMPLOYEE.**

19           **(B) THE COMMISSIONER MAY INSPECT A RECORD KEPT UNDER**  
20 **SUBSECTION (A) OF THIS SECTION FOR THE PURPOSE OF DETERMINING WHETHER**  
21 **THE EMPLOYER IS COMPLYING WITH THE PROVISIONS OF THIS SUBTITLE.**

22           **(C) AN EMPLOYER THAT FAILS TO KEEP ACCURATE RECORDS OR REFUSES**  
23 **TO ALLOW THE COMMISSIONER TO INSPECT A RECORD KEPT UNDER SUBSECTION**  
24 **(A) OF THIS SECTION SHALL BE PRESUMED TO HAVE VIOLATED THIS SECTION.**

25 **3-1308.**

26           **(A) WHENEVER THE COMMISSIONER DETERMINES THAT THIS SUBTITLE**  
27 **HAS BEEN VIOLATED, THE COMMISSIONER:**

28           **(1) MAY TRY TO RESOLVE INFORMALLY BY MEDIATION ANY ISSUE**  
29 **INVOLVED IN THE VIOLATION;**

1           **(2) WITH THE WRITTEN CONSENT OF THE EMPLOYEE, MAY ASK THE**  
2 **ATTORNEY GENERAL TO BRING AN ACTION IN ACCORDANCE WITH THIS SECTION ON**  
3 **BEHALF OF THE EMPLOYEE; AND**

4           **(3) MAY BRING AN ACTION ON BEHALF OF AN EMPLOYEE IN THE**  
5 **COUNTY WHERE THE VIOLATION ALLEGEDLY OCCURRED.**

6           **(B) NOTWITHSTANDING SUBSECTION (A) OF THIS SECTION, AN EMPLOYEE**  
7 **MAY BRING A CIVIL ACTION IN A COURT OF COMPETENT JURISDICTION AGAINST THE**  
8 **EMPLOYER FOR A VIOLATION OF THIS SUBTITLE.**

9           **(C) (1) IF, IN AN ACTION UNDER SUBSECTION (A) OR (B) OF THIS SECTION,**  
10 **A COURT FINDS THAT AN EMPLOYER VIOLATED THIS SUBTITLE, THE COURT MAY**  
11 **AWARD THE EMPLOYEE:**

12                   **(I) THE FULL MONETARY VALUE OF ANY UNPAID EARNED SICK**  
13 **AND SAFE LEAVE;**

14                   **(II) ACTUAL ECONOMIC DAMAGES SUFFERED BY THE**  
15 **EMPLOYEE AS THE RESULT OF THE EMPLOYER'S VIOLATION OF THIS SUBTITLE;**

16                   **(III) AN ADDITIONAL AMOUNT NOT EXCEEDING THREE TIMES**  
17 **THE DAMAGES AWARDED UNDER ITEM (II) OF THIS PARAGRAPH;**

18                   **(IV) REASONABLE COUNSEL FEES AND OTHER COSTS; AND**

19                   **(V) INJUNCTIVE RELIEF.**

20           **(2) IF THE ACTION UNDER SUBSECTION (A)(2) OF THIS SECTION WAS**  
21 **BROUGHT BY THE ATTORNEY GENERAL, THE COURT MAY AWARD A FINE OF \$1,000**  
22 **PER VIOLATION TO THE STATE.**

23 **3-1309.**

24           **(A) IN THIS SECTION, "ADVERSE ACTION" INCLUDES:**

25                   **(1) DISCHARGE;**

26                   **(2) DEMOTION;**

27                   **(3) THREATENING THE EMPLOYEE WITH DISCHARGE OR DEMOTION;**

28 **AND**

1           **(4) ANY OTHER RETALIATORY ACTION THAT RESULTS IN A CHANGE**  
2 **TO THE TERMS OR CONDITIONS OF EMPLOYMENT THAT WOULD DISSUADE A**  
3 **REASONABLE EMPLOYEE FROM EXERCISING A RIGHT UNDER THIS SUBTITLE.**

4           **(B) A PERSON MAY NOT INTERFERE WITH THE EXERCISE OF OR THE**  
5 **ATTEMPT TO EXERCISE ANY RIGHT GIVEN UNDER THIS SUBTITLE.**

6           **(C) AN EMPLOYER MAY NOT:**

7                 **(1) TAKE ADVERSE ACTION OR DISCRIMINATE AGAINST AN EMPLOYEE**  
8 **BECAUSE THE EMPLOYEE EXERCISES IN GOOD FAITH THE RIGHTS PROTECTED**  
9 **UNDER THIS SUBTITLE;**

10                **(2) INTERFERE WITH, RESTRAIN, OR DENY THE EXERCISE BY AN**  
11 **EMPLOYEE OF ANY RIGHT PROVIDED FOR UNDER THIS SUBTITLE; OR**

12                **(3) APPLY AN ABSENCE CONTROL POLICY THAT INCLUDES EARNED**  
13 **SICK AND SAFE LEAVE ABSENCES AS AN ABSENCE THAT MAY LEAD TO OR RESULT IN**  
14 **AN ADVERSE ACTION BEING TAKEN AGAINST AN EMPLOYEE.**

15           **(D) THE PROTECTIONS AFFORDED UNDER THIS SUBTITLE SHALL APPLY TO**  
16 **AN EMPLOYEE WHO MISTAKENLY, BUT IN GOOD FAITH, ALLEGES A VIOLATION OF**  
17 **THIS SUBTITLE.**

18 **3-1310.**

19           **(A) AN EMPLOYEE MAY NOT IN BAD FAITH:**

20                 **(1) FILE A COMPLAINT WITH THE COMMISSIONER ALLEGING A**  
21 **VIOLATION OF THIS SUBTITLE;**

22                 **(2) BRING AN ACTION UNDER § 3-1308 OF THIS SUBTITLE; OR**

23                 **(3) TESTIFY IN AN ACTION UNDER § 3-1308 OF THIS SUBTITLE.**

24           **(B) AN EMPLOYEE WHO VIOLATES THIS SECTION IS GUILTY OF A**  
25 **MISDEMEANOR AND ON CONVICTION IS SUBJECT TO A FINE NOT EXCEEDING \$1,000.**

26 **3-1311.**

27           **THIS SUBTITLE MAY BE CITED AS THE MARYLAND HEALTHY WORKING**  
28 **FAMILIES ACT.**

1           SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect  
2   October 1, 2016.