

# SENATE BILL 486

K3, E4, C4

EMERGENCY BILL

1lr1329  
CF HB 581

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By: **Senators Augustine, Young, Hettleman, Zucker, Feldman, Lee, Waldstreicher, Kramer, Rosapepe, Pinsky, Benson, Patterson, Jackson, Ellis, Elfreth, Beidle, King, Carter, Washington, Sydnor, and McCray**

Introduced and read first time: January 20, 2021

Assigned to: Finance

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## A BILL ENTITLED

1 AN ACT concerning

2 **Labor and Employment – Employment Standards During an Emergency**  
3 **(Maryland Essential Workers’ Protection Act)**

4 FOR the purpose of requiring the Maryland Health Benefit Exchange to provide for a  
5 special enrollment period for health insurance coverage for certain essential workers  
6 during certain emergencies; requiring an essential employer to give a written  
7 statement regarding certain hazard pay paid to certain essential workers at certain  
8 intervals; requiring the Maryland Emergency Management Agency and a local  
9 organization of emergency services to periodically evaluate and determine whether  
10 an emergency is occurring or has occurred and make a certain announcements under  
11 certain circumstances; requiring an essential employer to take certain actions  
12 related to occupational safety and health during an emergency; authorizing an  
13 essential worker to refuse to fulfill a certain responsibility under certain  
14 circumstances; prohibiting an essential employer from retaliating or taking other  
15 adverse action against an essential worker or other worker for certain actions;  
16 requiring an essential worker to notify the Commissioner of Labor of Industry of  
17 certain information within a certain time period for a certain purpose; providing for  
18 the enforcement of this Act; requiring an essential employer to comply with certain  
19 standards, protocols, and procedures established by the Commissioner; requiring  
20 essential employers to prepare a certain plan and take certain actions with regard  
21 to the plan; requiring essential employers to take certain steps to minimize the risk  
22 of transmission of an infectious disease under certain circumstances; requiring an  
23 essential employer to pay costs associated with certain testing under certain  
24 circumstances; requiring essential employees to report certain test results to the  
25 Maryland Department of Health in a certain manner; requiring essential employers  
26 to provide essential workers with certain bereavement and health leave; requiring  
27 essential employers to provide certain essential workers with certain hazard pay in  
28 a certain manner; prohibiting an essential employer from lowering certain pay for a

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 certain purpose; requiring essential employers to provide certain financial assistance  
 2 during an emergency under certain circumstances and in a certain manner;  
 3 prohibiting certain financial assistance from being counted towards an essential  
 4 worker's eligibility for State means-tested benefit programs; prohibiting an essential  
 5 employer from misclassifying an essential worker; defining certain terms; providing  
 6 for the application of this Act; making this Act an emergency measure, and generally  
 7 relating to employment standards during an emergency.

8 BY repealing and reenacting, with amendments,

9 Article – Insurance

10 Section 31–108(b)(6)

11 Annotated Code of Maryland

12 (2017 Replacement Volume and 2020 Supplement)

13 BY repealing and reenacting, with amendments,

14 Article – Labor and Employment

15 Section 3–504

16 Annotated Code of Maryland

17 (2016 Replacement Volume and 2020 Supplement)

18 BY adding to

19 Article – Labor and Employment

20 Section 3–1601 through 3–1612 to be the new subtitle “Subtitle 16. Maryland  
 21 Essential Workers’ Protection Act”

22 Annotated Code of Maryland

23 (2016 Replacement Volume and 2020 Supplement)

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

26 **Article – Insurance**

27 31–108.

28 (b) In compliance with § 1311(d)(4) of the Affordable Care Act, the Exchange  
 29 shall:

30 (6) provide for initial, annual, and special enrollment periods, in  
 31 accordance with guidelines adopted by the Secretary under § 1311(c)(6) of the Affordable  
 32 Care Act, **INCLUDING A SPECIAL ENROLLMENT PERIOD DURING AN EMERGENCY, AS**  
 33 **DEFINED UNDER § 3–1601 OF THE LABOR AND EMPLOYMENT ARTICLE, FOR AN**  
 34 **ESSENTIAL WORKER, AS DEFINED IN § 3–1601 OF THE LABOR AND EMPLOYMENT**  
 35 **ARTICLE, WHO IS NOT INSURED UNDER A GROUP HEALTH BENEFIT PLAN**  
 36 **SPONSORED BY THE EMPLOYER;**

37 **Article – Labor and Employment**

1 3-504.

2 (a) An employer shall give to each employee:

3 (1) at the time of hiring, notice of:

4 (i) the rate of pay of the employee;

5 (ii) the regular paydays that the employer sets; and

6 (iii) leave benefits;

7 (2) for each pay period[,]:

8 (I) a statement of the gross earnings of the employee and deductions  
9 from those gross earnings; and

10 (II) IF APPLICABLE, A WRITTEN STATEMENT OF HAZARD PAY  
11 EARNED UNDER SUBTITLE 16 OF THIS TITLE; AND

12 (3) at least 1 pay period in advance, notice of any change in a payday or  
13 wage.

14 (b) This section does not prohibit an employer from increasing a wage without  
15 advance notice.

16 **SUBTITLE 16. MARYLAND ESSENTIAL WORKERS' PROTECTION ACT.**

17 **3-1601.**

18 (A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS  
19 INDICATED.

20 (B) "EMERGENCY" MEANS:

21 (1) THE IMMINENT THREAT OR OCCURRENCE OF SEVERE OR  
22 WIDESPREAD LOSS OF LIFE, INJURY, OR OTHER HEALTH IMPACTS, PROPERTY  
23 DAMAGE OR DESTRUCTION, SOCIAL OR ECONOMIC DISRUPTION, OR  
24 ENVIRONMENTAL DEGRADATION FROM NATURAL, TECHNOLOGICAL, OR  
25 HUMAN-MADE CAUSES; OR

26 (2) AN INCIDENT, OCCURRENCE, OR OUTBREAK THAT IS THE SUBJECT  
27 OF:

28 (I) AN EXECUTIVE ORDER;

1 (II) AN EXECUTIVE DECLARATION UNDER § 14-107 OF THE  
2 PUBLIC SAFETY ARTICLE; OR

3 (III) AN EXECUTIVE PROCLAMATION UNDER § 14-3A-02 OF THE  
4 PUBLIC SAFETY ARTICLE.

5 (C) (1) "ESSENTIAL EMPLOYER" MEANS A PERSON THAT EMPLOYS AN  
6 ESSENTIAL WORKER.

7 (2) "ESSENTIAL EMPLOYER" INCLUDES A UNIT OF STATE OR LOCAL  
8 GOVERNMENT.

9 (D) (1) "ESSENTIAL WORKER" MEANS AN INDIVIDUAL WHO PERFORMS A  
10 DUTY OR WORK RESPONSIBILITY DURING AN EMERGENCY THAT CANNOT BE  
11 PERFORMED REMOTELY OR IS REQUIRED TO BE COMPLETED AT THE WORKSITE.

12 (2) "ESSENTIAL WORKER" INCLUDES A CONTRACTOR OR  
13 SUBCONTRACTOR.

14 3-1602.

15 THIS SUBTITLE APPLIES ONLY TO ESSENTIAL EMPLOYERS IN THE FOLLOWING  
16 INDUSTRIES AND SECTORS:

17 (1) THE CHEMICAL SECTOR, INCLUDING CHEMICAL  
18 MANUFACTURERS, PHARMACEUTICAL MANUFACTURERS, AND DISTRIBUTORS OF  
19 CHEMICALS AND PHARMACEUTICALS;

20 (2) THE COMMERCIAL SECTOR, INCLUDING:

21 (I) ARBORISTS;

22 (II) AUTOMOBILE SALES AND SERVICES;

23 (III) COMMERCIAL AND RESIDENTIAL CONSTRUCTION  
24 COMPANIES;

25 (IV) COMPANIES THAT SELL SUPPLIES AND MATERIALS FOR THE  
26 MAINTENANCE OF COMMERCIAL AND RESIDENTIAL BUSINESSES, INCLUDING HOME  
27 IMPROVEMENT SUPPLY STORES;

28 (V) ENVIRONMENTAL SERVICES COMPANIES;

- 1 (VI) EXTERMINATORS;
- 2 (VII) JANITORIAL FIRMS;
- 3 (VIII) LANDSCAPERS;
- 4 (IX) LAUNDROMATS, DRY CLEANERS, AND LAUNDRY SERVICE  
5 COMPANIES;
- 6 (X) LODGING, BUILDING, AND PROPERTY MAINTENANCE  
7 COMPANIES;
- 8 (XI) PLUMBERS, ELECTRICIANS, AND HEATING, VENTILATION,  
9 AIR CONDITIONING, AND REFRIGERATION CONTRACTORS AND THE DISTRIBUTORS  
10 OF SUPPLIES THAT SUPPORT THOSE PROFESSIONS;
- 11 (XII) ROOFERS; AND
- 12 (XIII) SELF-STORAGE FACILITIES;
- 13 (3) THE COMMUNICATIONS SECTOR, INCLUDING:
- 14 (I) BROADCASTING COMPANIES AND STATIONS;
- 15 (II) CABLE TELEVISION COMPANIES;
- 16 (III) CELLULAR AND LANDLINE TELEPHONE COMPANIES; AND
- 17 (IV) INTERNET SERVICE PROVIDERS;
- 18 (4) THE CRITICAL MANUFACTURING SECTOR, INCLUDING:
- 19 (I) MANUFACTURERS OF:
- 20 1. CLEANING AND SANITATION EQUIPMENT AND  
21 SUPPLIES;
- 22 2. ENGINES, MOTORS, TURBINES, GENERATORS, AND  
23 POWER TRANSMISSION EQUIPMENT;
- 24 3. LAND, AIR, AND WATER VEHICLES AND RELATED  
25 PARTS;

1                           4.     MEDICAL EQUIPMENT;

2                           5.     PARTS     FOR     WATER,     ELECTRIC,     AND  
3 TELECOMMUNICATIONS UTILITY INFRASTRUCTURE;

4                           6.     PERSONAL PROTECTIVE EQUIPMENT; AND

5                           7.     STEEL, IRON, AND ALUMINUM PRODUCTS;

6                           (II)   COMPANIES THAT RESEARCH, DEVELOP, MANUFACTURE,  
7 OR INTEGRATE WEAPONS, DEFENSE, OR INTELLIGENCE SYSTEMS OR ASSETS;

8                           (III)  THE DEFENSE INDUSTRIAL BASE SECTOR; AND

9                           (IV)  PRIVATE CONTRACTORS THAT SUPPORT DEFENSE AND  
10 INTELLIGENCE AGENCIES;

11                       (5)   THE EMERGENCY SERVICES SECTOR, INCLUDING:

12                           (I)   CORRECTIONAL INSTITUTIONS;

13                           (II)  EMERGENCY MANAGEMENT;

14                           (III) EMERGENCY MEDICAL SERVICES;

15                           (IV)  FIRE AND RESCUE SERVICES;

16                           (V)   LAW ENFORCEMENT; AND

17                           (VI)  PRIVATE AMBULANCE COMPANIES;

18                       (6)   THE ENERGY SECTOR, INCLUDING:

19                           (I)   COMPANIES ENGAGED IN THE GENERATION OF  
20 ELECTRICITY, EXCLUDING HYDROELECTRIC ENERGY COMPANIES AND NUCLEAR  
21 ENERGY COMPANIES;

22                           (II)  COMPANIES ENGAGED IN THE PRODUCTION, REFINING,  
23 STORAGE, TRANSPORTATION, DISTRIBUTION, OR SALE OF OIL, GAS, AND PROPANE  
24 PRODUCTS, INCLUDING GAS STATIONS AND TRUCK STOPS; AND

25                           (III) COMPANIES THAT PROVIDE UTILITY MAINTENANCE

1 SERVICES;

2 (7) THE FOOD AND AGRICULTURE SECTOR, INCLUDING:

3 (I) ALCOHOLIC BEVERAGES RETAILERS AND DISTRIBUTORS,  
4 BREWERIES, DISTILLERIES, AND WINERIES;

5 (II) COMPANIES THAT MANUFACTURE OR SUPPORT THE  
6 MANUFACTURE OF PAPER PRODUCTS;

7 (III) CONVENIENCE STORES;

8 (IV) FARMS;

9 (V) FARMER'S MARKETS;

10 (VI) GROCERY STORES;

11 (VII) INSTITUTIONAL FOOD SERVICE AND SUPPLY COMPANIES;

12 (VIII) FOOD MANUFACTURERS AND PROCESSORS;

13 (IX) PET SUPPLY STORES; AND

14 (X) VETERINARY HOSPITALS, CLINICS, AND KENNELS;

15 (8) THE GOVERNMENT FACILITIES SECTOR, INCLUDING:

16 (I) BAIL BONDSMEN;

17 (II) COURT REPORTERS; AND

18 (III) LAWYERS AND LAW FIRMS;

19 (9) THE HEALTH CARE AND PUBLIC HEALTH SECTOR, INCLUDING:

20 (I) BEHAVIORAL HEALTH FACILITIES AND PROFESSIONALS,  
21 INCLUDING PSYCHOLOGISTS, MENTAL HEALTH COUNSELORS, AND SUBSTANCE  
22 ABUSE COUNSELORS;

23 (II) DIAGNOSTIC FACILITIES, INCLUDING RADIOLOGY,  
24 IMAGING, AND LABORATORY FACILITIES;

- 1 (III) FUNERAL HOMES AND CREMATORIUMS;
- 2 (IV) HEALTH CARE SYSTEMS AND CLINICS;
- 3 (V) HEALTH INSURANCE CARRIERS, PAYORS, AND BILLING  
4 COMPANIES;
- 5 (VI) HOME HEALTH CARE COMPANIES;
- 6 (VII) HOSPITALS;
- 7 (VIII) MANUFACTURERS AND DISTRIBUTORS OF MEDICAL  
8 EQUIPMENT AND SUPPLIES;
- 9 (IX) MEDICAL CANNABIS GROWERS, PROCESSORS, AND  
10 DISPENSARIES;
- 11 (X) OFFICES OF HEALTH CARE PROVIDERS, INCLUDING  
12 PHYSICIANS AND DENTISTS;
- 13 (XI) PHARMACIES AND PHARMACISTS;
- 14 (XII) OCCUPATIONAL THERAPISTS, PHYSICAL THERAPISTS, AND  
15 SPEECH THERAPISTS;
- 16 (XIII) REHABILITATION FACILITIES; AND
- 17 (XIV) SENIOR LIVING FACILITIES, INCLUDING INDEPENDENT  
18 LIVING, ASSISTED LIVING, AND SKILLED NURSING;
- 19 (10) THE INFORMATION TECHNOLOGY SECTOR, INCLUDING:
- 20 (I) COMPANIES THAT DESIGN, DEVELOP, DISTRIBUTE, HOST,  
21 SELL, AND SUPPORT INFORMATION TECHNOLOGY SOFTWARE AND HARDWARE; AND
- 22 (II) COMPANIES THAT PROVIDE NETWORK ROUTING, ACCESS,  
23 AND CONFIGURATION SERVICES;
- 24 (11) THE MOTOR CARRIER INDUSTRY, INCLUDING:
- 25 (I) CARRIERS OF MARINE FREIGHT, INCLUDING OCEAN  
26 CARRIERS AND INLAND CARRIERS;



1                   **(II) COURIER, PACKAGE DELIVERY, MAIL SERVICE, AND MAIL**  
2 **MANAGEMENT COMPANIES;**

3                   **(III) MARINE, RAIL, TRUCK, AND INTERMODAL TERMINALS AND**  
4 **OPERATORS; AND**

5                   **(IV) STEVEDORES, LONGSHOREMEN, BAGGAGE HANDLERS, AND**  
6 **OTHERS WHO HANDLE CARGO AT TRANSPORTATION HUBS;**

7                   **(12) THE SERVICE SECTOR, INCLUDING CHILDCARE PROVIDERS AND**  
8 **STAFF, ELDER CARE PROVIDERS AND STAFF, AND PERSONAL SERVICES PROVIDERS;**

9                   **(13) THE TRANSPORTATION SYSTEMS SECTOR, INCLUDING:**

10                   **(I) AIRLINES AND OPERATORS OF MANNED AND UNMANNED**  
11 **COMMERCIAL AIRCRAFT, AIRPORTS, AIR STRIPS, HELIPORTS, AND SEAPLANE**  
12 **BASES; AND**

13                   **(II) RAILROADS;**

14                   **(14) THE WAREHOUSING AND DISTRIBUTION SECTOR, INCLUDING:**

15                   **(I) COMPANIES THAT SUPPLY PARTS OR PROVIDE**  
16 **MAINTENANCE AND REPAIR SERVICES FOR TRANSPORTATION ASSETS AND**  
17 **INFRASTRUCTURE, INCLUDING AIRCRAFT, MARINE VESSELS, LOCOMOTIVES, RAIL**  
18 **CARS, TRUCKS, BUSES, CARS, HEAVY EQUIPMENT, ROADS, BRIDGES, AND TUNNELS;**

19                   **(II) LESSORS OF TRANSPORTATION ASSETS, INCLUDING**  
20 **RAILCARS AND TRUCK TRAILERS; AND**

21                   **(III) PIPELINE OWNERS, OPERATORS, AND MAINTENANCE**  
22 **COMPANIES; AND**

23                   **(15) PERSONNEL OF ANY OTHER INSTITUTION OR INDUSTRY ORDERED**  
24 **TO REMAIN OPEN DURING THE EMERGENCY.**

25 **3-1603.**

26                   **(A) IN THIS SECTION, “AGENCY” MEANS:**

27                   **(1) A LOCAL ORGANIZATION FOR EMERGENCY MANAGEMENT, AS**  
28 **DEFINED IN § 14-101.1 OF THE PUBLIC SAFETY ARTICLE; OR**

1           **(2) THE MARYLAND EMERGENCY MANAGEMENT AGENCY.**

2           **(B) EACH AGENCY SHALL PERIODICALLY EVALUATE AND DETERMINE**  
3 **WHETHER AN EMERGENCY IS OCCURRING OR HAS OCCURRED.**

4           **(C) (1) IF AN AGENCY DETERMINES THAT AN EMERGENCY IS OCCURRING**  
5 **OR HAS OCCURRED, THE AGENCY SHALL ANNOUNCE PUBLICLY IN WRITING THAT**  
6 **THE EMERGENCY IS OCCURRING OR HAS OCCURRED AND THAT ESSENTIAL**  
7 **EMPLOYERS ARE REQUIRED TO COMPLY WITH §§ 3-1605, 3-1608, AND 3-1609 OF**  
8 **THIS SUBTITLE.**

9           **(2) ONCE THE EMERGENCY HAS SUBSIDED, THE AGENCY THAT MADE**  
10 **THE ANNOUNCEMENT UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL**  
11 **ANNOUNCE PUBLICLY IN WRITING THAT ESSENTIAL EMPLOYERS NO LONGER NEED**  
12 **TO:**

13                   **(I) ALLOW AN ESSENTIAL WORKER TO REFUSE TO FULFILL**  
14 **WORK RESPONSIBILITIES UNDER § 3-1605 OF THIS SUBTITLE;**

15                   **(II) PROVIDE HEALTH LEAVE OR BEREAVEMENT LEAVE UNDER**  
16 **§ 3-1608 OF THIS SUBTITLE; OR**

17                   **(III) PROVIDE ASSISTANCE WITH HEALTH INSURANCE COSTS**  
18 **UNDER § 3-1609 OF THIS SUBTITLE.**

19 **3-1604.**

20           **DURING AN EMERGENCY, EACH ESSENTIAL EMPLOYER SHALL:**

21           **(1) PROVIDE WORKING CONDITIONS THAT:**

22                   **(I) REDUCE PHYSICAL HARM AND MENTAL DISTRESS AND**  
23 **DETRIMENT; AND**

24                   **(II) ENSURE PHYSICAL HEALTH AND SAFETY;**

25           **(2) PROVIDE NECESSARY AMOUNTS OF PERSONAL PROTECTIVE**  
26 **EQUIPMENT AT NO COST TO ESSENTIAL WORKERS;**

27           **(3) CREATE AND MAINTAIN WRITTEN PROTOCOLS TO ENFORCE ANY**  
28 **NECESSARY HYGIENIC PRACTICES OR DISEASE MITIGATION MEASURES AT A**  
29 **WORKSITE; AND**

1           **(4) PROVIDE OR IMPLEMENT ANY OTHER MEASURES OR**  
2 **REQUIREMENTS TO ENSURE THE GENERAL HEALTH AND SAFETY OF ESSENTIAL**  
3 **WORKERS.**

4 **3-1605.**

5           **(A) (1) IN THIS SECTION, “UNSAFE WORK ENVIRONMENT” MEANS ANY**  
6 **CIRCUMSTANCE PRESENT AT A WORKSITE THAT RENDERS AN ESSENTIAL WORKER**  
7 **UNABLE TO PERFORM REQUIRED DAILY DUTIES BECAUSE THE PHYSICAL CONDITION**  
8 **OF THE WORKSITE REPRESENTS A REASONABLE THREAT TO A WORKER’S HEALTH**  
9 **OR SAFETY.**

10           **(2) “UNSAFE WORK ENVIRONMENT” INCLUDES:**

11                   **(I) UNSANITARY CONDITIONS IN THE WORKPLACE;**

12                   **(II) AN ESSENTIAL EMPLOYER’S FAILURE TO PROVIDE**  
13 **PERSONAL PROTECTIVE EQUIPMENT;**

14                   **(III) LACK OF EMPLOYER ADHERENCE TO FEDERAL AND STATE**  
15 **HEALTH AND SAFETY STANDARDS RELATED TO THE EMERGENCY;**

16                   **(IV) AN ESSENTIAL EMPLOYER’S FAILURE TO DEVELOP AND**  
17 **ENFORCE HEALTH AND SAFETY PROTOCOLS RELATED TO THE EMERGENCY; AND**

18                   **(V) AN ESSENTIAL EMPLOYER’S FAILURE TO NOTIFY WORKERS**  
19 **OF ILLNESSES, BROKEN OR IMPROPERLY FUNCTIONING EQUIPMENT, OR ANY OTHER**  
20 **DANGEROUS OR HAZARDOUS CONDITIONS WHICH REPRESENT A REASONABLE**  
21 **THREAT TO THE ESSENTIAL WORKER’S HEALTH OR SAFETY.**

22           **(B) SUBJECT TO THE REQUIREMENTS SET FORTH IN SUBSECTION (D) OF**  
23 **THIS SECTION, IF AN ESSENTIAL WORKER FEARS FOR THE ESSENTIAL WORKER’S**  
24 **LIFE OR HEALTH DURING AN EMERGENCY DUE TO THE NATURE OF THE WORK BEING**  
25 **PERFORMED, AN ESSENTIAL WORKER MAY REFUSE TO FULFILL A RESPONSIBILITY**  
26 **THAT:**

27                   **(1) IS REQUIRED OR ENCOURAGED BY AN ESSENTIAL EMPLOYER; AND**

28                   **(2) RELATES TO AN UNSAFE WORK ENVIRONMENT.**

29           **(C) AN ESSENTIAL EMPLOYER MAY NOT RETALIATE AGAINST AN ESSENTIAL**  
30 **WORKER OR ANY OTHER WORKER IN THE FORM OF DISCHARGE, DISCIPLINARY**  
31 **ACTION, OR OTHER ADVERSE ACTION FOR:**

1           **(1) WITNESSING A CONDITION CAUSING AN UNSAFE WORK**  
2 **ENVIRONMENT;**

3           **(2) NOTIFYING THE ESSENTIAL EMPLOYER OR A GOVERNMENTAL**  
4 **ENTITY OF THE UNSAFE WORK ENVIRONMENT; OR**

5           **(3) FILING A FORMAL OR INFORMAL COMPLAINT.**

6           **(D) (1) IN ORDER TO BE PROTECTED UNDER SUBSECTION (C) OF THIS**  
7 **SECTION, AN ESSENTIAL WORKER SHALL PROMPTLY NOTIFY THE COMMISSIONER IN**  
8 **WRITING WITHIN 3 DAYS AFTER THE DATE ON WHICH THE ESSENTIAL WORKER**  
9 **BECAME AWARE OF THE CONDITION CAUSING AN UNSAFE WORK ENVIRONMENT.**

10           **(2) THE COMMISSIONER SHALL:**

11                   **(I) PROMPTLY NOTIFY THE ESSENTIAL EMPLOYER OF THE**  
12 **CONTENT OF THE WRITTEN COMPLAINT; AND**

13                   **(II) IN ITS DISCRETION, SET FORTH REQUIREMENTS THAT THE**  
14 **ESSENTIAL EMPLOYER SHALL MEET TO EFFECTIVELY AND IMMEDIATELY REMEDY**  
15 **THE UNSAFE WORK ENVIRONMENT.**

16           **(3) (I) IF AN ESSENTIAL EMPLOYER DOES NOT REMEDY THE**  
17 **CONDITION CAUSING THE UNSAFE WORK ENVIRONMENT, THE COMMISSIONER**  
18 **SHALL ASSESS A CIVIL PENALTY OF NOT MORE THAN \$50 FOR EACH DAY THAT THE**  
19 **CONDITION CAUSING THE UNSAFE WORK ENVIRONMENT IS NOT REMEDIED.**

20                   **(II) THE AMOUNT OF A PENALTY ASSESSED UNDER**  
21 **SUBPARAGRAPH (I) OF THIS PARAGRAPH MAY NOT EXCEED \$1,000 PER**  
22 **OCCURRENCE.**

23                   **(III) IF THE COMMISSIONER DETERMINES THAT AN EMPLOYER**  
24 **HAS VIOLATED THE PROVISIONS OF THIS SECTION, THE COMMISSIONER:**

25                           **1. SHALL ISSUE AN ORDER COMPELLING COMPLIANCE;**  
26 **AND**

27                           **2. MAY, IN THE COMMISSIONER'S DISCRETION, ASSESS A**  
28 **PENALTY OF UP TO \$1,000 FOR EACH APPLICANT FOR EMPLOYMENT FOR WHOM THE**  
29 **EMPLOYER WAS NOT IN COMPLIANCE.**

30                   **(IV) IN DETERMINING THE AMOUNT OF THE PENALTY, THE**

1 COMMISSIONER SHALL CONSIDER:

- 2 1. THE GRAVITY OF THE VIOLATION;
- 3 2. THE SIZE OF THE EMPLOYER'S BUSINESS;
- 4 3. THE EMPLOYER'S GOOD FAITH; AND
- 5 4. THE EMPLOYER'S HISTORY OF VIOLATIONS UNDER  
6 THE SECTION.

7 (4) IF THE COMMISSIONER ASSESSES A PENALTY UNDER PARAGRAPH  
8 (3)(II) OF THIS SUBSECTION, THE PENALTY SHALL BE SUBJECT TO THE NOTICE AND  
9 HEARING REQUIREMENTS OF TITLE 10, SUBTITLE 2 OF THE STATE GOVERNMENT  
10 ARTICLE.

11 (5) THE COMMISSIONER SHALL ADOPT REGULATIONS TO CARRY OUT  
12 THIS SUBSECTION.

13 (E) IN ADDITION TO THE REQUIREMENTS OF THIS SUBTITLE, AN ESSENTIAL  
14 EMPLOYER SHALL COMPLY WITH ANY STANDARDS, PROTOCOLS, OR PROCEDURES  
15 THAT THE COMMISSIONER REQUIRES, INCLUDING ANY EMERGENCY OR TEMPORARY  
16 STANDARD.

17 3-1606.

18 (A) EACH ESSENTIAL EMPLOYER SHALL:

19 (1) PREPARE A HEALTH EMERGENCY PREPAREDNESS PLAN FOR  
20 RESPONDING TO A CATASTROPHIC HEALTH EMERGENCY AS DEFINED UNDER §  
21 14-3A-01 OF THE PUBLIC SAFETY ARTICLE; AND

22 (2) ANNUALLY REVIEW THE HEALTH EMERGENCY PREPAREDNESS  
23 PLAN AND SUBMIT ANY CHANGES TO THE DIRECTOR OF THE MARYLAND  
24 EMERGENCY MANAGEMENT AGENCY.

25 (B) THE HEALTH EMERGENCY PREPAREDNESS PLAN REQUIRED UNDER  
26 SUBSECTION (A) OF THIS SECTION SHALL CONTAIN THE FOLLOWING PROVISIONS:

27 (1) STEPS AN ESSENTIAL WORKER MAY TAKE IF AN ESSENTIAL  
28 EMPLOYER ENGAGES IN RETALIATION OR OTHER UNLAWFUL EMPLOYMENT  
29 PRACTICES;

1           **(2) PROCEDURES THAT GOVERN THE USE AND MAINTENANCE OF**  
2 **PERSONAL PROTECTIVE EQUIPMENT;**

3           **(3) WORK HOURS AND SHIFTS THAT WOULD TAKE EFFECT DURING**  
4 **THE CATASTROPHIC HEALTH EMERGENCY;**

5           **(4) SANITATION PROCEDURES;**

6           **(5) TELEWORKING CAPABILITIES, IF APPLICABLE;**

7           **(6) ANY CHANGES IN PAY AND BENEFITS; AND**

8           **(7) MECHANISMS FOR NOTIFYING ESSENTIAL WORKERS OF POSITIVE**  
9 **TEST RESULTS FOR ILLNESS.**

10          **(C) EACH ESSENTIAL EMPLOYER SHALL:**

11           **(1) DISPLAY THE MOST RECENT HEALTH EMERGENCY**  
12 **PREPAREDNESS PLAN IN A COMMON AREA WHERE IT IS VISIBLE TO ALL ESSENTIAL**  
13 **WORKERS; AND**

14           **(2) ON OR BEFORE DECEMBER 31 EACH YEAR, SUBMIT THE HEALTH**  
15 **EMERGENCY PREPAREDNESS PLAN TO THE MARYLAND EMERGENCY MANAGEMENT**  
16 **AGENCY AND THE EMERGENCY MANAGEMENT DIRECTOR FOR EACH COUNTY IN**  
17 **WHICH THE ESSENTIAL EMPLOYER HAS AN OFFICE LOCATION.**

18 **3-1607.**

19          **(A) DURING AN EMERGENCY, IF AN ESSENTIAL WORKER OR ANY OTHER**  
20 **WORKER HAS CONTRACTED AN INFECTIOUS DISEASE AT A WORKSITE, THE**  
21 **ESSENTIAL EMPLOYER SHALL TAKE PROACTIVE STEPS TO MINIMIZE THE RISK OF**  
22 **TRANSMISSION, INCLUDING:**

23           **(1) INFORMING ESSENTIAL WORKERS THAT THEY MAY HAVE BEEN**  
24 **EXPOSED; AND**

25           **(2) EVACUATING THE WORKSITE UNTIL IT HAS BEEN PROPERLY**  
26 **SANITIZED.**

27          **(B) IF AN ESSENTIAL WORKER'S HEALTH INSURANCE COVERAGE OR OTHER**  
28 **BENEFITS DO NOT COVER THE COST OF TESTING FOR A CONTAGIOUS ILLNESS OR**  
29 **DISEASE, DURING AN EMERGENCY, THE ESSENTIAL EMPLOYER SHALL PAY ALL**  
30 **COSTS ASSOCIATED WITH THAT TESTING.**

1 (C) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, EACH  
2 ESSENTIAL EMPLOYER SHALL REPORT ALL POSITIVE TEST RESULTS TO THE  
3 MARYLAND DEPARTMENT OF HEALTH.

4 (2) WHEN REPORTING TO THE MARYLAND DEPARTMENT OF  
5 HEALTH, THE ESSENTIAL EMPLOYER SHALL:

6 (I) INCLUDE DEMOGRAPHIC INFORMATION ABOUT THE  
7 ESSENTIAL WORKER; AND

8 (II) REDACT ANY PERSONAL IDENTIFYING INFORMATION TO  
9 PROTECT THE IDENTITY OF THE ESSENTIAL WORKER.

10 (D) THE MARYLAND DEPARTMENT OF HEALTH SHALL COLLECT POSITIVE  
11 TEST RESULTS, CATEGORIZE THE RESULTS BY INDUSTRY, AND PUBLISH THE  
12 RESULTS IN A FORMAT THAT IS READILY ACCESSIBLE TO THE GENERAL PUBLIC.

13 (E) THE COMMISSIONER SHALL ADOPT REGULATIONS AS NECESSARY TO  
14 CARRY OUT THIS SECTION.

15 3-1608.

16 (A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS  
17 INDICATED.

18 (2) "BEREAVEMENT LEAVE" MEANS PAID LEAVE THAT AN ESSENTIAL  
19 EMPLOYER PROVIDES TO AN ESSENTIAL WORKER DURING AN EMERGENCY DUE TO  
20 THE DEATH OF A FAMILY MEMBER THAT RESULTED FROM THE EMERGENCY.

21 (3) "FAMILY MEMBER" MEANS:

22 (I) A BIOLOGICAL CHILD, AN ADOPTED CHILD, A FOSTER  
23 CHILD, OR A STEPCHILD OF THE ESSENTIAL WORKER;

24 (II) A CHILD FOR WHOM THE ESSENTIAL WORKER HAS LEGAL OR  
25 PHYSICAL CUSTODY OR GUARDIANSHIP;

26 (III) A CHILD FOR WHOM THE ESSENTIAL WORKER STANDS IN  
27 LOCO PARENTIS, REGARDLESS OF THE CHILD'S AGE;

28 (IV) A BIOLOGICAL PARENT, AN ADOPTIVE PARENT, A FOSTER  
29 PARENT, OR A STEPPARENT OF THE ESSENTIAL WORKER OR OF THE ESSENTIAL

1 WORKER'S SPOUSE;

2 (V) THE LEGAL GUARDIAN OR WARD OF THE ESSENTIAL  
3 WORKER OR OF THE ESSENTIAL WORKER'S SPOUSE;

4 (VI) AN INDIVIDUAL WHO ACTED AS A PARENT OR STOOD IN  
5 LOCO PARENTIS TO THE ESSENTIAL WORKER OR THE ESSENTIAL WORKER'S SPOUSE  
6 WHEN THE ESSENTIAL WORKER OR THE ESSENTIAL WORKER'S SPOUSE WAS A  
7 MINOR;

8 (VII) THE SPOUSE OF THE ESSENTIAL WORKER;

9 (VIII) A BIOLOGICAL GRANDPARENT, AN ADOPTED  
10 GRANDPARENT, A FOSTER GRANDPARENT, OR A STEPGRANDPARENT OF THE  
11 ESSENTIAL WORKER;

12 (IX) A BIOLOGICAL GRANDCHILD, AN ADOPTED GRANDCHILD, A  
13 FOSTER GRANDCHILD, OR A STEPGRANDCHILD OF THE ESSENTIAL WORKER; OR

14 (X) A BIOLOGICAL SIBLING, AN ADOPTED SIBLING, A FOSTER  
15 SIBLING, OR A STEPSIBLING OF THE ESSENTIAL WORKER.

16 (4) "HEALTH LEAVE" MEANS PAID LEAVE THAT AN ESSENTIAL  
17 EMPLOYER PROVIDES TO AN ESSENTIAL WORKER DURING AN EMERGENCY DUE TO  
18 THE ESSENTIAL WORKER'S ILLNESS OR OTHER HEALTH NEEDS RELATED TO THE  
19 EMERGENCY.

20 (B) EACH ESSENTIAL EMPLOYER SHALL PROVIDE AN ESSENTIAL WORKER  
21 WITH AT LEAST:

22 (1) 3 DAYS OF BEREAVEMENT LEAVE; AND

23 (2) 14 DAYS OF HEALTH LEAVE.

24 (C) THIS SECTION MAY NOT BE CONSTRUED TO:

25 (1) REQUIRE AN ESSENTIAL EMPLOYER TO ALLOW AN ESSENTIAL  
26 WORKER TO TAKE LEAVE UNDER SUBSECTION (B) OF THIS SECTION CONSECUTIVELY  
27 WITH EARNED SICK AND SAFE LEAVE UNDER SUBTITLE 13 OF THIS TITLE; OR

28 (2) PROHIBIT AN ESSENTIAL EMPLOYER FROM PROVIDING  
29 ADDITIONAL BEREAVEMENT LEAVE, HEALTH LEAVE, OR ANY OTHER TYPE OF LEAVE.



1 **3-1609.**

2 (A) (1) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS  
3 PARAGRAPH AND SUBJECT TO SUBPARAGRAPH (III) OF THIS PARAGRAPH, DURING  
4 AN EMERGENCY, EACH ESSENTIAL EMPLOYER SHALL PROVIDE AN ESSENTIAL  
5 WORKER WITH HAZARD PAY FOR EACH PAY PERIOD THAT THE ESSENTIAL WORKER  
6 WORKS, AT THE REGULAR INTERVAL IN WHICH THE ESSENTIAL WORKER IS PAID.

7 (II) AN ESSENTIAL EMPLOYER IS NOT REQUIRED TO PROVIDE  
8 AN ESSENTIAL WORKER WITH HAZARD PAY IF THE ESSENTIAL EMPLOYER EARNS  
9 \$100,000 OR MORE PER YEAR.

10 (III) THE AMOUNT OF HAZARD PAY PROVIDED UNDER  
11 SUBPARAGRAPH (I) OF THIS PARAGRAPH SHALL BE IN THE AMOUNT OF \$3.00 PER  
12 HOUR, UNLESS A COLLECTIVE BARGAINING AGREEMENT OR SIMILAR AGREEMENT  
13 PROVIDES FOR A HIGHER AMOUNT.

14 (2) AN ESSENTIAL WORKER IS ELIGIBLE FOR HAZARD PAY DATING  
15 BACK TO THE START OF THE EMERGENCY.

16 (3) AN ESSENTIAL EMPLOYER MAY NOT LOWER AN ESSENTIAL  
17 WORKER'S REGULAR RATE OF PAY TO ACCOMMODATE THE HAZARD PAY.

18 (4) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, HAZARD PAY  
19 MAY NOT BE COUNTED TOWARDS AN ESSENTIAL WORKER'S ELIGIBILITY FOR ANY  
20 STATE MEANS-TESTED BENEFIT PROGRAMS.

21 (B) (1) DURING AN EMERGENCY, EACH ESSENTIAL EMPLOYER SHALL  
22 PROVIDE FINANCIAL ASSISTANCE FOR UNREIMBURSED HEALTH CARE COSTS TO  
23 EACH ESSENTIAL WORKER WHO BECOMES SICK OR IS INJURED IF THE SICKNESS OR  
24 INJURY IS RELATED TO THE EMERGENCY.

25 (2) (I) SUBJECT TO SUBPARAGRAPH (II) OF THIS PARAGRAPH,  
26 EACH ESSENTIAL EMPLOYER SHALL SATISFY THE REQUIREMENT UNDER  
27 PARAGRAPH (1) OF THIS SUBSECTION FOR ESSENTIAL WORKERS WHO HAVE HEALTH  
28 INSURANCE COVERAGE BY REIMBURSING OR PAYING ANY CO-PAYS, INSURANCE  
29 PREMIUMS, OUT-OF-POCKET COSTS OF MEDICAL COVERAGE, OR OUT-OF-POCKET  
30 TRANSPORTATION COSTS INCURRED OR PAID BY THE ESSENTIAL WORKER.

31 (II) IF AN ESSENTIAL WORKER IS RECEIVING MEDICAL  
32 BENEFITS UNDER THE MARYLAND WORKERS' COMPENSATION ACT, THE ESSENTIAL  
33 EMPLOYER SHALL BE CONSIDERED TO HAVE SATISFIED THE REQUIREMENT UNDER  
34 PARAGRAPH (1) OF THIS SUBSECTION WITH REGARD TO THAT ESSENTIAL WORKER.

1           **(3) EACH ESSENTIAL EMPLOYER SHALL SATISFY THE REQUIREMENT**  
2 **UNDER PARAGRAPH (1) OF THIS SUBSECTION FOR ESSENTIAL WORKERS WHO DO**  
3 **NOT HAVE HEALTH INSURANCE COVERAGE BY ASSISTING THE ESSENTIAL WORKER**  
4 **IN OBTAINING AND PAYING FOR HEALTH INSURANCE COVERAGE, SUCH AS THROUGH**  
5 **COVERAGE OBTAINED THROUGH THE MARYLAND HEALTH BENEFIT EXCHANGE**  
6 **DURING A SPECIAL ENROLLMENT PERIOD INITIATED AS A RESULT OF THE**  
7 **EMERGENCY.**

8           **(4) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, FINANCIAL**  
9 **ASSISTANCE PROVIDED FOR HEALTH CARE COSTS MAY NOT BE COUNTED TOWARDS**  
10 **AN ESSENTIAL WORKER'S ELIGIBILITY FOR ANY STATE MEANS-TESTED BENEFIT**  
11 **PROGRAMS.**

12 **3-1610.**

13           **AN ESSENTIAL EMPLOYER MAY NOT INTENTIONALLY OR UNINTENTIONALLY**  
14 **MISCLASSIFY AN ESSENTIAL WORKER AS AN INDEPENDENT CONTRACTOR OR OTHER**  
15 **CLASSIFICATION IN ORDER TO AVOID PAYING AN ESSENTIAL WORKER THE HAZARD**  
16 **PAY REQUIRED UNDER § 13-1609 OF THIS SUBTITLE OR ANY OTHER BENEFITS DUE**  
17 **DURING AN EMERGENCY UNDER THIS SUBTITLE.**

18 **3-1611.**

19           **(A) (1) A PERSON THAT ALLEGES A VIOLATION OF THIS SUBTITLE MAY**  
20 **FILE A COMPLAINT WITH THE COMMISSIONER WITHIN 2 YEARS AFTER THE DATE**  
21 **THE PERSON KNEW OR SHOULD HAVE KNOWN OF THE ALLEGED VIOLATION.**

22           **(2) ON RECEIVING A COMPLAINT, THE COMMISSIONER SHALL**  
23 **INVESTIGATE THE COMPLAINT.**

24           **(3) THE COMMISSIONER OR THE COMMISSIONER'S DESIGNEE MAY**  
25 **OPEN AN INVESTIGATION ON THE COMMISSIONER'S OWN INITIATIVE.**

26           **(4) AN ESSENTIAL EMPLOYER THAT IS UNDER INVESTIGATION SHALL**  
27 **COMPLY WITH ANY REQUESTS FROM THE COMMISSIONER TO PROVIDE EVIDENCE OR**  
28 **INFORMATION AS A PART OF THE INVESTIGATION.**

29           **(5) (I) THE COMMISSIONER SHALL KEEP THE IDENTITY OF A**  
30 **COMPLAINANT CONFIDENTIAL UNLESS DISCLOSURE IS NECESSARY TO RESOLVE**  
31 **THE INVESTIGATION OR IS OTHERWISE REQUIRED BY LAW.**

32           **(II) TO THE EXTENT PRACTICABLE, BEFORE DISCLOSING A**

1 COMPLAINANT'S IDENTITY, THE COMMISSIONER SHALL NOTIFY THE COMPLAINANT  
2 OF THE NEED TO DISCLOSE.

3 (B) IF THE COMMISSIONER DETERMINES THAT AN ESSENTIAL EMPLOYER  
4 HAS VIOLATED THIS SUBTITLE, THE COMMISSIONER:

5 (1) SHALL ISSUE AN ORDER COMPELLING COMPLIANCE; AND

6 (2) MAY:

7 (I) IMPOSE A CIVIL PENALTY OF NOT MORE THAN \$1,000; AND

8 (II) GRANT AN ESSENTIAL WORKER CURRENTLY OR FORMERLY  
9 EMPLOYED BY THE ESSENTIAL EMPLOYER:

10 1. COMPENSATORY DAMAGES AND ANY OTHER RELIEF  
11 NECESSARY TO MAKE THE INDIVIDUAL WHOLE;

12 2. RESCISSION OF ANY DISCIPLINE ISSUED IN  
13 VIOLATION OF THIS SUBTITLE;

14 3. REINSTATEMENT OF AN ESSENTIAL WORKER  
15 TERMINATED IN VIOLATION OF THIS SUBTITLE;

16 4. PAYMENT OF BACK PAY FOR ANY LOSS OF PAY OR  
17 BENEFITS RESULTING FROM RETALIATION OR OTHER ADVERSE ACTION; AND

18 5. REASONABLE ATTORNEY'S FEES.

19 (C) (1) FOR EACH VIOLATION, THE RELIEF AUTHORIZED UNDER THIS  
20 SECTION SHALL BE IMPOSED ON A PER-ESSENTIAL WORKER AND PER-INSTANCE  
21 BASIS.

22 (2) IN DETERMINING THE AMOUNT OF A CIVIL PENALTY, THE  
23 COMMISSIONER SHALL CONSIDER:

24 (I) THE GRAVITY OF THE VIOLATION;

25 (II) THE SIZE OF THE EMPLOYER'S BUSINESS;

26 (III) THE EMPLOYER'S GOOD FAITH; AND

27 (IV) THE EMPLOYER'S HISTORY OF VIOLATIONS UNDER THE

1 SECTION.

2 (3) IF THE COMMISSIONER ASSESSES A PENALTY UNDER PARAGRAPH  
3 (1) OF THIS SUBSECTION, THE PENALTY SHALL BE SUBJECT TO THE NOTICE AND  
4 HEARING REQUIREMENTS OF TITLE 10, SUBTITLE 2 OF THE STATE GOVERNMENT  
5 ARTICLE.

6 3-1612.

7 THIS SUBTITLE MAY BE CITED AS THE MARYLAND ESSENTIAL WORKERS'  
8 PROTECTION ACT.

9 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall be construed to  
10 apply only prospectively and may not be applied or interpreted to require the payment of  
11 hazard pay for work performed in an emergency before the effective date of this Act.

12 SECTION 3. AND BE IT FURTHER ENACTED, That this Act is an emergency  
13 measure, is necessary for the immediate preservation of the public health or safety, has  
14 been passed by a ye and nay vote supported by three-fifths of all the members elected to  
15 each of the two Houses of the General Assembly, and shall take effect from the date it is  
16 enacted.