

CONSTITUTIONAL AMENDMENT PETITION FORM

Note:

- All information on this form, including your signature, becomes a public record upon receipt by the Supervisor of Elections.
- Under Florida law, it is a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.08, Florida Statutes, to knowingly sign more than one petition for an issue. [Section 104.185, Florida Statutes]
- If all requested information on this form is not completed, the form will not be valid.

Your name: _____
Please Print Name as it appears on your Voter Information Card

Your address: _____

City _____ **Zip** _____ **County** _____

Please change my legal residence address on my voter registration record to the above residence address (check box, if applicable).

Voter Registration Number _____ **or** **Date of Birth** _____

I am a registered voter of Florida and hereby petition the Secretary of State to place the following proposed amendment to the Florida Constitution on the ballot in the general election:

BALLOT TITLE: Florida Employees Earned Sick Time Amendment

BALLOT SUMMARY: Requires that employers with 5 or more employees provide paid sick time and all other employers provide unpaid sick time. Provides accrual rates with a maximum accrual of 40 hours per calendar year for illness or injury, medical care, care of family member, domestic violence or sexual battery needs, workplace or school closures due to public health emergency or compliance with quarantine. Retaliation is prohibited and rights may be enforced in court. Provides effective date.

ARTICLE OR SECTION BEING CREATED OR AMENDED: Creation of New Article Article X, Section 29

FULL TEXT OF THE PROPOSED CONSTITUTIONAL AMENDMENT:

(a) PUBLIC POLICY. All working Floridians are entitled to earn a limited amount of time away from work during each year to address their own health needs or the health needs of their families.

(b) DEFINITIONS. As used in this amendment:

“Domestic violence” is as defined in ss. 741.402(3) F.S.

“Employee,” “Employeee” and “Wage” shall have the meanings established under the federal Fair Labor Standards Act (FLSA) and its implementing regulations.

“Family member” means (1) A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis; (2) A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee’s spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child; (3) A person to whom the employee is legally married under the laws of Florida or any other state; (4) A grandparent or spouse or domestic partner of a grandparent; (5) A grandchild; (6) A biological, foster, or adopted sibling or spouse or domestic partner of a biological, foster or adopted sibling; (7) A domestic partner registered as such under the laws of any state or political subdivision; (8) A designated person or support person registered as such under the laws of any political subdivision; or (9) Any individual, whether related by blood or not, whose close association with the employee is the equivalent of a family relationship.

“Health care professional” means any person licensed under Florida law to provide medical or emergency services, including but not limited to doctors, nurses and emergency room personnel and persons licensed pursuant to Florida state law ch. 456, F.S.

“Paid sick time” means leave that is compensated at the employee’s regular rate of pay and with the same benefits as the employee normally earns from his or her employment, paid by an employer to an employee during an absence described in Section (d). However, in no case shall the employee’s hourly rate of pay be less than that provided under 29 U.S.C. §206(a)(1).

“Retaliatory personnel action” is as defined in ss. 448.101(5) F.S.

“Sexual battery” means the crime defined in ss.794.011 is as defined in Chapter 794.

“Sick time” means time that is provided to an employee that can be used for the purposes described in Section (d), whether or not compensation is required under this amendment.

“Year” means a regular and consecutive twelve month period, as determined by an employer.

(c) ACCRUAL OF SICK TIME. All employers that employ five (5) or more employees shall provide paid sick time to their employees as provided in this amendment. All employees not entitled to paid sick time under the terms of this amendment shall be entitled to sick time without pay, unless the employer chooses to provide compensation. All employees shall accrue a minimum of one hour of sick time for every 30 hours worked. Employees will not accrue more than 40 hours of sick time in a calendar year, unless the employer chooses to provide more. Employees who are exempt from overtime requirements under 29 U.S.C. § 213(a)(1) of the Federal Fair Labor Standards Act will be assumed to work 40 hours in each work week for purposes of sick time accrual unless their normal work week is less than 40 hours, in which case sick time accrues based upon that normal work week. Sick time shall begin to accrue at the commencement of employment. Employees shall be entitled to use accrued sick time beginning on the 91st calendar day of their employment. After the 90th calendar day of employment, employees may use sick time as it is accrued. Unused accrued sick time shall be carried over to the following year; however, an employee’s use of sick time in each year shall not exceed 40 hours, unless the employer selects a higher limit. Any employer with a paid leave policy, such as a paid time off policy, that makes available an amount of paid leave sufficient to meet the total annual accrual requirements under this amendment that may be used for the same purposes and under the same conditions as sick time under this amendment is not required to provide additional sick time. This amendment does not require financial or other reimbursement to an employee from an employer upon the employee’s termination, resignation, retirement, or other separation from employment for unused accrued paid sick time. If an employee is transferred to a separate division, entity or location, but remains employed by the same employer, the employee is entitled to all sick time accrued at the prior division, entity or location and is entitled to use all sick time as provided herein. When there is a separation from employment and the employee is rehired by the same employer within 6 months of separation, previously accrued sick time that had not been used shall be reinstated and the employee shall be entitled to use accrued sick time and accrue additional sick time at the re-commencement of employment. At its discretion, the employer may loan sick time to the employee in advance of accrual and may allow employees to loan sick time to each other.

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(d) USE OF SICK TIME. An employee shall be entitled to use sick time for an absence from work due to: (1) An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care; (2) Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care; (3) Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or to comply with the determination of health authorities having jurisdiction or by a health care provider that the employee or the employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or the family member has actually contracted the communicable disease; (4) Absence necessary due to domestic violence or sexual battery, provided the leave is to allow the employee to obtain for the employee or the employee's family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a victim services organization; psychological or other counseling; relocation due to the domestic or sexual violence or stalking; or legal services, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.

(e) NOTICE TO EMPLOYER; DOCUMENTATION OF ABSENCES. Sick time shall be provided upon the oral request of an employee. When possible, the request shall include the expected duration of the absence. When the use of sick time is foreseeable, the employee shall make a good faith effort to provide notice of the need for such time to the employer in advance of the use of the sick time and shall make a reasonable effort to schedule the use of sick time in a manner that does not unduly disrupt the operations of the employer. An employee may not be required as a condition of taking sick time to search for or find a replacement worker to cover the hours during which the employee is utilizing sick time. For sick time of more than 3 consecutive days, an employee may be required to provide reasonable documentation that the sick time has been used for a purpose covered by subsection (d). Documentation signed by a health care professional indicating that sick time is necessary shall be considered reasonable documentation for the purposes in (d) (1) and (2) of this subsection. A police report indicating that the employee was a victim of domestic violence or sexual battery; a court order; or a signed statement from a victim or witness advocate affirming that the employee is involved in legal action related to domestic violence or sexual battery shall be considered reasonable documentation for the purposes in (d)(4) of this subsection. An employer may not require that the documentation explain the nature of the illness or the details of the violence.

(f) EXERCISE OF RIGHTS PROTECTED; RETALIATION PROHIBITED.

It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this amendment. No person shall engage in any retaliatory personnel action against an employee or threaten to do so because the employee has exercised or plans to exercise rights protected under this amendment. Rights under this section include but are not limited to the right to use sick time; the right to bring a civil action in a court of competent jurisdiction or inform any person about an alleged violation of this amendment; the right to cooperate in an investigation of alleged violations of this amendment; and the right to inform any person of his or her potential rights under this amendment. It shall be unlawful for an absence control policy to count sick time taken under this section as an absence that may lead to or result in discipline, discharge, demotion, suspension, reduction in hours or shifts or any other adverse action. Protections of this amendment shall apply to any person who mistakenly but in good faith alleges violations of this amendment.

(g) NOTICE OF RIGHTS, POSTING AND RECORDS. Employers shall give written notice to employees at the commencement of their employment (or to existing employees as soon as practicable after the effective date of this amendment) that employees are entitled to sick time as provided by this amendment, including the right to paid and unpaid sick time, the amount of sick time, and the terms of its use, including that all persons are prohibited from retaliating or threatening retaliation against employees who request or use sick time and that each employee has the right to bring a civil action if sick time as required by this section is denied or the employee is retaliated against for requesting or taking sick time. Employers shall also post a notice of employee's rights under this amendment in a public location at each worksite. Employers shall maintain records documenting hours worked by employees and sick time taken by employees and shall retain such records for a period of five years.

(h) IMPLEMENTATION. Implementing legislation is not required in order to enforce this amendment. The state legislature may by statute add additional fines or other remedies for violations of this amendment. The Governor may implement this amendment in any manner consistent with the purposes of this amendment, including but not limited to delegating to a department or agency the requirement of issuing regulations or orders.

(i) ENFORCEMENT. Any person claiming to be aggrieved by a violation of this amendment may bring a civil action in a court of competent jurisdiction against an employer or other person. Upon prevailing in such an action, a person aggrieved by a violation may recover the full amount of any paid sick time owed and any compensatory damages suffered as a result of the violation of this amendment and shall be entitled to legal or equitable relief to remedy the violation, including, without limitation, reinstatement in employment, back pay, injunctive relief and reasonable attorney's fees and costs. The court may, in its discretion, award additional punitive damages if appropriate. A civil action brought pursuant to this section shall be commenced within 4 years of the last violation committed by the employer against the employee or in the case of a willful violation, 5 years. The Attorney General may bring a civil action to enforce this section and may seek injunctive relief, restitution to employees whose rights have been violated, and may also seek to impose a fine of \$1,000 per violation, payable to the state. Actions brought pursuant to this section may be brought as a class action pursuant to Rule 1.220, Florida Rules of Civil Procedure.

(j) CONFIDENTIALITY AND NONDISCLOSURE. Disclosure of details of an employee's or an employee's family member's medical condition or details concerning any domestic violence or sexual battery shall not be required as a condition of providing sick time under this Chapter. If health information or information concerning domestic violence or sexual battery about an employee or employee's family member is known, such information shall be treated as confidential and not disclosed except to the affected employee or with the permission of the affected employee.

(k) MORE GENEROUS SICK TIME POLICIES. Nothing in this amendment shall be construed to discourage or prohibit the adoption or retention of a sick time policy more generous than the one required by this amendment. Nothing in this amendment shall be construed as diminishing the obligation to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous sick time to an employee than required by this amendment. Nothing in this amendment shall be construed as diminishing the rights of public employees regarding entitlement to sick time, whether paid or unpaid, as provided by the laws of Florida.

(l) OTHER LEGAL REQUIREMENTS. This amendment provides minimum requirements pertaining to sick time and shall not be construed to preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard that provides for greater or faster accrual or use by employees of sick time, whether paid or unpaid, or that extends other protections to employees.

(m) SEVERABILITY. If any part of this amendment or application thereof to any person or circumstance is judged invalid, the invalidity shall not affect other provisions or applications of the amendment that can be given effect without the invalid provision or application, and to this end the provisions of this amendment are declared severable.

(n) EFFECTIVE DATE. This amendment shall take effect, and employees shall begin earning sick time, on April 1, 2017, except that in the case of employees covered by a collective bargaining agreement in effect on the effective date, this amendment shall apply on the date of the termination of such agreement or on January 1, 2018, whichever comes first."

DATE OF SIGNATURE

X

SIGNATURE OF REGISTERED VOTER

Initiative petition sponsored by Family Always Comes First, P.O. Box 533732, Orlando, FL 32853

If paid petition circulator is used:

Circulator's name _____

Circulator's address _____

For Official Use Only:

Serial Number: 15-10

Date Approved: 5/20/2015