ASAP Webinar

EMPLOYMENT LAW

2023 Colorado Labor Law Updates

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Michael Santo, Presenter

Employment Law Attorney
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Employment law attorney Michael Santo is cofounder and partner at Bechtel & Santo in Grand Junction, Colorado. Since 1994, Michael has focused his practice on defending companies in employment litigation, including discrimination lawsuits; wrongful discharge; and wage and hour matters. Counseling companies on day-to-day employment issues is also an important part of Michael's practice. This includes advising employers on hiring, discipline, and termination decisions; on leave and disability issues; and on preparing and revising employee handbooks. By helping employers develop sound personnel policies, Michael assists many Colorado companies, large and small, in minimizing the risk of employment-related litigation.

What We'll Cover

- Job Application Fairness Act
- Unemployment Compensation
- HFWA Covered Leave
- FAMLI Requirements
- Wage & Hour Compliance
- Equal Pay Act
- Fair Labor Standards Act
- Employment Discrimination Law
- Restrictive Employment Agreements
- Workers' Comp Injury Notices
- Q&A

2023 PROPOSED/ANTICIPATED COLORADO LEGAL AND LEGISLATIVE CHANGES

PRESENTED BY

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2023 STATE LEGISLATION

JOB APPLICATION FAIRNESS ACT (SB23-058)

Concerning Required Disclosures of Age-related Information on Job Applications

Bill Status: *Under Consideration* (2/16/2023) » CHECK STATUS UPDATE

Starting July 1, 2024, the bill prohibits employers from inquiring about a prospective employee's age, date of birth, and dates of attendance at or date of graduation from an educational institution on an employment application.

An employer may request an individual to verify compliance with age requirements imposed pursuant to or required by:

- A bona fide occupational qualification pertaining to public or occupational safety;
- A federal law or regulation; or
- A state or local law or regulation based on a bona fide occupational qualification.

UNEMPLOYMENT COMPENSATION DEPENDENT ALLOWANCE (HB23-1078)

Bill Status: *Under Consideration* (2/16/2023) » CHECK STATUS UPDATE

The bill creates a dependent allowance for an individual receiving unemployment compensation (eligible individual) for each of the eligible individual's dependents. The dependent allowance starts on July 1, 2025, is $35 per dependent per week, and increases annually for inflation if necessary. The bill defines "dependent" as a child of an eligible individual who receives at least half of the child's financial support from the eligible individual and who is:

- Under 18 years of age; or
- 18 years of age or older and incapable of self-care because of a mental or physical disability

UNEMPLOYMENT COMPENSATION (SB22-234)

Bill Status: *Became Law* (5/25/2022) » Bill Details

Bill put more than $600 million towards financially stabilizing the State's Unemployment System. Plus, the bill identifies that insolvency surcharges won't stop until the trust fund fills its $1 billion hole. To get the fund fully solvent, it needs $2.0 to $2.5 billion, according to Colorado Department of Labor and Employment officials.

- Made a previously temporary increase in partial unemployment benefits permanent.
- Repealed the requirement that an individual wait at least one week before becoming eligible for unemployment compensation.

UNEMPLOYMENT COMPENSATION (SB22-234)

Since October 30, 2020, Code of Colorado Regulations 7CCR 1101-2 (7.3.2.), requires Colorado employers to provide:

- A notice to employees upon separation from employment that informs them of the availability of unemployment insurance for those who meet the eligibility requirements;
- Contact information to file a claim;
- Information the worker will need to file a claim; and
- Contact information to inquire about the status of their claim after it is filed.

UNEMPLOYMENT COMPENSATION (SB22-234)

Effective 5/25/2022, employers must include the following information on the employee's separation notice:

- The employer's name and address;
- The employee's name and address;
- The employee's identification number or the last four digits of the employee's social security number;
- The employee start date, date of last day worked, year-to-date earnings, and wage for the last week the employee worked;
- The reason the employee separated from the employer.

Download CDLE Employee Separation Form (fillable PDF)

ADDITIONAL USES PAID SICK LEAVE (SB23-017)

Bill Status: *Under Consideration* (2/16/2023) » CHECK STATUS UPDATE

The bill will expand Colorado's Healthy Families and Workplaces Act (HFWA) to include the requirement for employers to provide time off for:

- Care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, or other unexpected occurrence or event that results in the closure of the family member's school or place of care; and
- Grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member.
- "Family member" means: (a) an employee's immediate family members (i.e., a person who is related by blood, marriage, civil union, or adoption); (b) a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor; and (c) a person for whom the employee is responsible for providing or arranging health- or safety-related care.

FROM THE HOME OFFICE IN DAYTON, OHIO …

Q: An employee who just finished her 90-day probation period took today off work. Is she eligible for PTO or not? I'm thinking no since she just finished her 90-day probation, or does she accrue PTO during the first 90 days? My handbook does not state if the accrual starts on the hire date or after the probation period. So, is it up to my discretion?

WHAT LEAVES ARE AVAILABLE TO EMPLOYEES?

- Colorado Healthy Families and Workplaces Act (HFWA): Covers all Colorado employers.
  - **Accrued Paid Sick Leave**: Up to 48 hours of paid leave per year, for use for a variety of health- and safety-purposes, which employees "earn" at a rate of 1 hour of leave for every 30 hours worked;
  - **Public Health Emergency (PHE) Leave**: Up to 80 hours of PHE-related leave when a PHE is declared. As of February 16, 2023, PHE leave for COVID-related absences continues through June 8, 2023 (unless a new Federal or State PHE is declared).
- Family and Medical Leave Act: Covers employers with 50 or more employees.
- Americans with Disabilities Act / Colorado Antidiscrimination Act: Collectively, these Acts cover all Colorado employers.
- Families First Coronavirus Response Act: No longer required.
- Colorado Paid Family and Medical Leave Insurance (FAMLI) Act: Not available to employees until 2024; payroll deductions for premiums started in January 2023.

AVERAGE WEEKLY WAGE
PAID LEAVE BENEFITS (SB23-046)

Concerning the calculation of a covered individual's average weekly wage for paid Family and Medical Leave (FAMLI) benefits

Bill Status: *Under Consideration* (2/16/2023) » CHECK STATUS UPDATE

If passed, this bill will eliminate the limit on calculating paid family and medical leave benefit based on the average weekly wage earned only from the job or jobs from which the individual is taking paid family and medical leave. Current law specifies that a covered individual's weekly paid family and medical leave benefit is determined based on the individual's average weekly wage earned during the covered individual's base period or alternative base period from the job or jobs from which the covered individual is taking paid family and medical leave, which excludes from the calculation recent wages from previous jobs.

CALCULATING AN INDIVIDUAL'S AVERAGE WEEKLY WAGE FOR FAMLI

- Under current law, if a worker was working at a job within the base period or alternative base period but is no longer working at that job at the time the worker takes family and medical leave, the worker's wages from the previous job are not included in the calculation of the worker's family and medical leave benefit amount, which is likely to result in a lower benefit amount for the worker than would result from a benefit based on wages from all recent employment.
- This Act (SB23-046) clarifies that a covered individual's weekly benefit amount is based on total earnings during the individual's base period or alternative base period, rather than earnings from only the individual's current job at the time of taking leave.

FROM THE HOME OFFICE IN DETROIT, MICHIGAN …

How do paid family sick leave and personal sick time requirements work together?

Oh, and what's the deal with the Public Health Emergency Leave? Didn't Biden just say something about that?

FROM THE HOME OFFICE IN MILWAUKEE, WISCONSIN …

Are officers of the corporation considered employees?

FROM THE HOME OFFICE IN GRAND JUNCTION….

When calculating FAMLI premium deductions, I remove employee-paid dental and health contributions since they're pre-tax. Should HSA contributions also be removed before determining the amount of employee FAMLI deduction since they're pre-tax? Neither QuickBooks nor Colorado Secretary of State had an answer. Colorado Secretary of State was to "get back to me" and I still have not heard.

FAMLI Wages Subject to Premiums

- Payments defined as wages under the Federal Unemployment Tax Act (FUTA)
- Tips
- Employee contribution to 401(k) or IRC 408 simplified Retirement Plans
- Contributions to a Medical Savings Account
- Employee-matching contributions into IRC 219 simplified employee pension plan
- Payments for personal services, including anything other than cash that has cash value
- Employee contributions to a Salary Reduction Simplified Employee Pension Plan (SARSEP)
- 125 Cafeteria Plan if cash is chosen

Amounts not included in “wages.”

- Per-diem or mileage reimbursements
- Payments made by the employer on behalf of the employee into other insurance or annuity accounts that are not associated with FAMLI, including:
  - Short-term or long-term disability
  - Medical or hospitalization expenses in connection with sickness or accident disability
  - Death
  - Earnings from investment-interest payments, dividend payments, or rent receipts from rental property, except if the income is earned through a business owned or operated by the claimant.
  - Severance pay, with the exception of payments pursuant to 8-73-110 C.R.S.

FAIR WORKWEEK EMPLOYMENT STANDARDS (HB23-1118)

Bill Status: *Under Consideration* (2/16/2023) » CHECK STATUS UPDATE

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.

FAIR WORKWEEK EMPLOYMENT STANDARDS (HB23-1118)

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 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.

FAIR WORKWEEK EMPLOYMENT STANDARDS (HB23-1118)

“Covered employer” means an employer that:

- is primarily engaged as a food or beverage establishment, food or beverage manufacturing establishment, or retail establishment that employers with 250 or more employees worldwide, regardless of where the employees perform work;
- provides labor that is integral to the business of an establishment described above’
- provides labor as a janitorial or security contract for an establishment described above

“Covered employers” includes, in the case of a client employer and a contractor providing janitorial or security workers or other labor that is integral to the business of the client employer, both the client employer and the contractor.

STATUTE OF LIMITATIONS MINIMUM WAGE VIOLATIONS (HB23-1035)

Bill Status: *Lost* (2/14/2023) » Bill Details

The bill specifies that actions brought for violations of minimum wage laws must be commenced within 2 years after the cause of action accrues or, for a willful violation, within 3 years after the cause of action accrues

ENSURE EQUAL PAY FOR EQUAL WORK (SB23-105)

Concerning measures to prevent pay disparities in employment

Bill Status: *Under Consideration* (2/16/2023) » CHECK STATUS UPDATE

Clarifies Equal Pay Act requirements. Employers must in good faith disclose the following in the notification of each job opportunity and promotional opportunity:

- The hourly or salary compensation or the range of hourly or salary compensation;
- A general description of the benefits and other compensation applicable to the job opportunity or promotional opportunity; and
- For each job opportunity or promotional opportunity for which the employer is interviewing candidates or is either informally or formally considering more than one candidate, the earliest date the application window will close, which shall not be less than five (5) days after the notification date.

- The employer shall consider, in good faith, the applicants for each job opportunity or promotional opportunity through a competitive selection process.

ENSURE EQUAL PAY FOR EQUAL WORK (SB23-105)

Concerning measures to prevent pay disparities in employment

- Make reasonable efforts to announce, post, or otherwise make known, within five business days after a candidate who is selected to fill a job opportunity or promotional opportunity begins working in the position, the following information to the employees with whom the employer intends the selected candidate to work with regularly:
  - The name of the selected candidate;
  - The selected candidate's former job title if presently employed;
  - The selected candidate's new job title;
  - And information on how current employees may demonstrate interest in similar job opportunities

ENSURE EQUAL PAY FOR EQUAL WORK (SB23-105)

Concerning measures to prevent pay disparities in employment

- For positions with career progression, an employer shall disclose and make available to all eligible employees the requirement for career progression, in addition to each position's terms of compensation, benefits, full-time or part-time status, duties, and access to further advancement.
- "Career progression" means a regular or automatic movement from one position to another based on time in a specific role or other objective metrics.

FROM THE HOME OFFICE IN BOZEMAN, MONTANA …

Will you talk about the requirement to post positions, especially regarding internal promotion of someone from Coordinator to Manager or Manger to Director. Is there an exemption to posting this for all staff to apply when a current staff has already taken on many of these responsibilities and is essentially doing the job already?

WHEN A PROMOTIONAL OPPORTUNITY EXISTS

Per the Equal Pay for Equal Work Act and Equal Pay Transparency Rules, a promotional opportunity exists "when an employer has or anticipates a vacancy in an existing or new position that could be considered a promotion for one or more employee(s) in terms of compensation, benefits, status, duties, or access to further advancement."

- **Vacancy in an Existing Position**: An employer "has or anticipates a vacancy" when an existing position that the employer intends to fill is open or is held by a departing employee. For example, an employer anticipates a vacancy when an employee gives notice of resignation, and the employer intends to hire a replacement.
- **Vacancy in a New Position**: A vacancy in a new position exists when an employer (1) adds a position or (2) gives an existing employee a new position, by either changing their title and pay, or materially changing their authority, duties, or opportunities.

Learn more » **INFO #9: Equal Pay for Equal Work Act, Part 2**: Transparency in Pay and Opportunities for Promotion and Advancement

WHEN A PROMOTIONAL OPPORTUNITY EXISTS

Triggers posting

- Changing their authority, duties, or opportunities
- Changing both their title and their pay

Does not trigger posting

- Changing their title alone, without changing their pay, in material ways, with or without a title or pay change or their authority, duties, or opportunities
- Changing their pay alone, without changing their title, or their authority, duties, or opportunities

EXCEPTIONS TO POSTING REQUIREMENTS

Temporary, Acting, or Interim Positions: Notice is not required for temporary, acting, or interim positions lasting up to six months. Before hiring someone to hold the position for more than six months, the employer must give other employees notice of the promotional opportunity in time to apply.

Automatic Consideration for Promotion Within One Year: No notice is required where consideration for the promotion automatically follows a trial period of one year or less, and the commitment to consider the employee for promotion is memorialized from the start in a writing (e.g., offer letter, contract, or employer handbook) and based solely on the employee's own performance and/or the employer's needs.

EXCEPTIONS TO POSTING REQUIREMENTS

Promotions to Replace Current Employees Unaware of Their Separation: No promotional opportunity notice is required to replace a current employee who, for reasons other than avoiding job posting requirements, is not yet aware of their coming separation. Once the need for confidentiality ends (e.g., if the departing employee learns of the separation), the employer must then promptly comply with all notice and posting requirements. If any employees are told of the opportunity, all employees who either meet the minimum qualifications or have jobs "substantially similar" to any employees being told of the opportunity must also be told. Because personnel decisions are often made collaboratively, employers may disclose planned terminations to employees with bona fide human resources, decision-making, or deliberative roles in a termination, or in hiring of a replacement employee, without triggering a duty to tell other employees.

EMPLOYEES MAY ACCEPT CASH TIPS (HB23-1146)

Concerning a prohibition against an employer taking adverse action against an employee who accepts a gratuity

Bill Status: *Under Consideration* (2/16/2023) » CHECK STATUS UPDATE

The bill prohibits an employer engaged in a business from taking adverse action against an employee who accepts a cash gratuity offered by a patron of the business.

WHAT COULD BE COMING?

- **FAMLI Delay Bill**: Concerning a postponement of the implementation of the state's paid family and medical leave insurance program.
- **Fair Labor Standards Act**: Efforts underway to raise the salary-basis test.
- **POWR**: Previous versions of this effort attempted to amend and expand Colorado employment discrimination law.

PROTECTING OPPORTUNITIES AND WORKERS' RIGHTS ACT (POWR) (SB21-176)

Concerning protections for Colorado workers against discriminatory employment practices

UPDATES TO EMPLOYMENT DISCRIMINATION LAWS (HB22-1367)

- Expands the definition of "employee" to include individuals in domestic service; and
- Extends the time limit to file a charge with the Colorado Civil Rights commission from 6 months to 300 days after the alleged discriminatory or unfair employment practice occurred.
- Signed by Governor in June 2022.
- Bill Details

WHAT GOES AROUND …

Previous (and Future) Versions

- Employees need not file a charge of discrimination before filing suit.
- Discrimination laws would apply to contractors.
- Employer would not be able to assert defense based on anti-harassment policy unless it could show that policy had "documented success" and no employee *complained* about harassment within last six years.
- One incident would be enough to support a hostile work environment regardless whether it was severe and pervasive.
- Totality of the circumstances approach.

WHAT GOES AROUND…

Previous Versions (continued)

- The definition of hostile work environment would have been expanded to anything that “undermines a person’s sense of well-being.”
- Failure to investigate a harassment complaint would be a discriminatory employment practice.
- Confidentiality agreements prohibited in discrimination and harassment settlement agreements.

RESTRICTIVE EMPLOYMENT AGREEMENTS (HB22-1317)

Current Colorado law (C.R.S. §8-2-113) provides the noncompete agreements are void, unless the agreement:

- Concerns the purchase or sale of a business;
- Concerns the protection of trade secrets;
- Concerns the recovery of the expenses of educating and training an employee who has served the employer for less than two years;
- Concerns executive and management personnel and officers and employees who constitute professional staff to executive and management personnel.

RESTRICTIVE EMPLOYMENT AGREEMENTS (HB22-1317)

HB22-1317 – Restrictive Employment Agreements -- declares that a restrictive employment agreement or covenant not to compete that restricts the right of any person to receive compensation for performance of labor for any employer is void, with certain exceptions.

RESTRICTIVE EMPLOYMENT AGREEMENTS (HB22-1317)

Restrictive employment agreement exceptions are now identified in the law as follows:

A provision providing for an employer's recovery of the expenses of educating and training a worker where the training is distinct from normal, on-the-job training.

- The employer's recovery:

  (1) is limited to the reasonable costs of the training;

  (2) must decrease over the course of the two years subsequent to the training proportionally based on the number of months that have passed since the completion of the training; and

  (3) may not violate the Fair Labor Standards Act.

RESTRICTIVE EMPLOYMENT AGREEMENTS (HB22-1317)

Exceptions (continued)

- A reasonable confidentiality provision relevant to the employer's business that does not prohibit the disclosure of information that arises from the worker's general training, knowledge, skill, or experience, whether gained on the job or otherwise.
- Such provision may also not prohibit the disclosure of information that is readily ascertainable to the public or information that a worker otherwise has a right to disclose as legally protected conduct.

RESTRICTIVE EMPLOYMENT AGREEMENTS (HB22-1317)

Exceptions (continued)

- A covenant for the purchase and sale of a business or the assets of the business.
- A provision requiring the repayment of a scholarship to an individual working in an apprenticeship if the individual fails to comply with the condition(s) of the scholarship agreement, which is a term not defined in the statute.

RESTRICTIVE EMPLOYMENT AGREEMENTS (HB22-1317)

Exceptions (continued)

- Agreements or covenants with a person earning annual cash compensation greater than the threshold amount for highly compensated employees, which is, at this moment, slightly more than $100,000.00, and is slated to continue going up.
- Further, the covenant must be for the protection of trade secrets and may be no broader than what is reasonably necessary to protect such information.

RESTRICTIVE EMPLOYMENT AGREEMENTS (HB22-1317)

Customer nonsolicitation agreements are similarly limited:

- They must be no broader than reasonably necessary to protect the employer's legitimate interest in trade secrets; and
- The worker must earn at least 60% of the "highly compensated" annual threshold amount when the agreement is entered into and when it is enforced, e.g., $60,750 for 2022.

Employee nonsolicitation agreements, which have judicially remained outside the ambit of § 8-2-113, C.R.S., are not addressed in HB 22-1317. So, it would appear that the law does not apply to employee nonsolicitation agreements.

RESTRICTIVE EMPLOYMENT AGREEMENTS (HB22-1317)

Any covenant not to compete that is otherwise permissible under this Statute is void unless notice of the covenant not to compete and the terms of the covenant not to compete are:

- Provided to a prospective worker before the worker accepts the employer's offer of employment; or
- Provided to a current worker at least fourteen days before the earlier of:
  - The effective date of the covenant; or
  - The effective date of any additional compensation or change in the terms or conditions of employment that provides consideration for the covenant.

RESTRICTIVE EMPLOYMENT AGREEMENTS (HB22-1317)

The covenant must also be:

a. In a separate document from any other covenants
b. Clear and conspicuous terms in the language
c. Signed by the worker

The worker may request an additional copy of covenant not to compete once each calendar year.

RESTRICTIVE EMPLOYMENT AGREEMENTS (HB22-1317)

- Any covenant not to compete provision of an employment, partnership, or corporate agreement between physicians that restricts the right of a physician to practice medicine upon termination of the agreement is void; except that all other provisions of the agreement enforceable at law, including provisions that require the payment of damages in an amount that is reasonably related to the injury suffered by reason of termination of the agreement, are enforceable.

RESTRICTIVE EMPLOYMENT AGREEMENTS (HB22-1317)

- The bill limits choice of law and choice of venue provisions in restrictive employment agreements and covenants not to compete.
- The bill prohibits an employer from entering into, presenting to an employee or prospective employee as a term of employment, or attempting to enforce any restrictive employment agreement or covenant not to compete that is void under the bill.
- An employer who violates this provision is subject to a penalty of $5,000 for each employee or prospective employee, injunctive relief, and actual damages.

RESTRICTIVE EMPLOYMENT AGREEMENTS (HB22-1317)

- A worker who is a party to a covenant, or a subsequent employer that has hired or is considering hiring the worker, may seek a declaratory judgment from a court of competent jurisdiction or an arbitrator that the covenant not to compete is unenforceable.

RESTRICTIVE EMPLOYMENT AGREEMENTS (HB22-1317)

- As of March 1, 2022, revisions to Colorado's sentencing law created criminal liability for knowingly using non-competes that violate Colorado non-compete law.
- Colorado Senate Bill 2021-271, which is primarily geared toward reforming sentences of misdemeanor and petty offenses, states that "a person who violates [C.R.S. § 8-2-113] commits a class 2 misdemeanor", punishable by up to 120 days in jail, a fine up to $750, or both.
- C.R.S. 8-2-113(1.5)(b) also now identifies that any person who violates this subsection commits a Class 2 misdemeanor.
- This bill was signed into law on June 8, 2022, and took effect on August 9, 2022.

WORKERS' COMPENSATION INJURY NOTICES (HB22-1112)

HB22-1112 changes the 4-day notice period to a 10-day notice period and repeals the tolling and compensation reduction provisions.

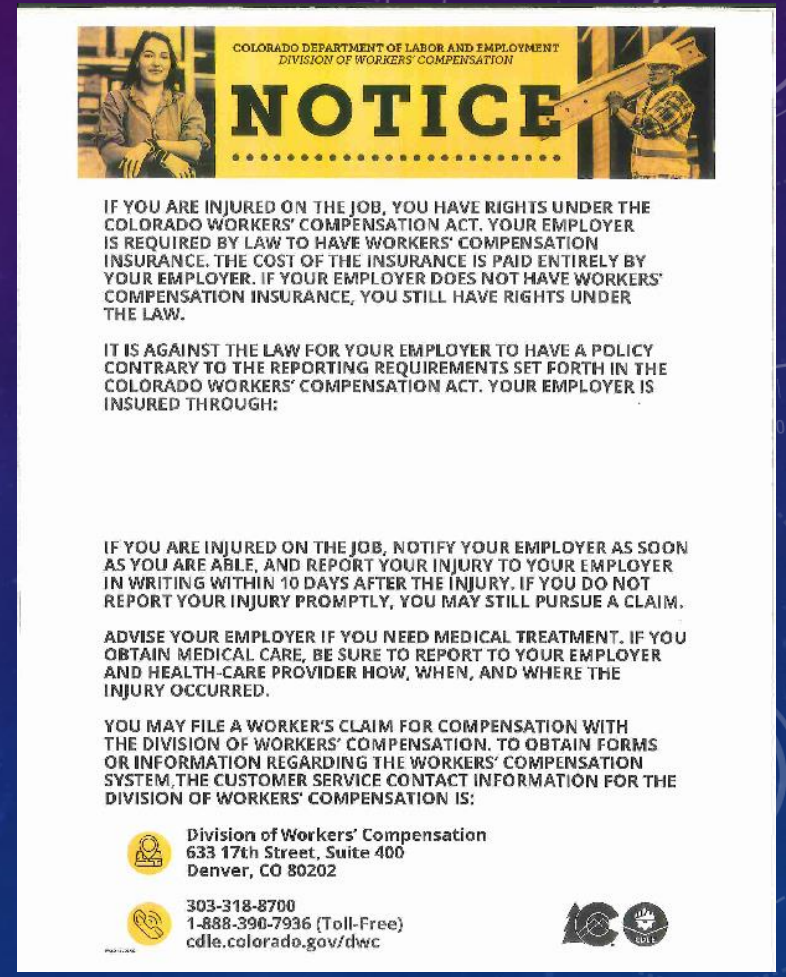
- If an employer fails to provide a copy of the notice of the injury to the employee or fails to post the required notice to employees, the bill specifies that the time period allotted to the employee is tolled for the duration of the failure.
- If the employer already has notice of the injury or the employee shows good cause for the failure to report the injury, the employee does not lose compensation for the failure to report.
- Bill Details

WORKERS' COMPENSATION INJURY NOTICES (HB22-1112)

The bill also changes the notice that an employer is required to post in the workplace to require that the notice state the name and contact information of the insurer and that the:

- Employer is responsible for payment of workers' compensation insurance;
- Injured employee has rights under the law if the employer fails to carry workers' compensation insurance;
- Employee should seek medical attention; and
- Injury must be reported in writing to the employer.

» Download Notice to Employer of Injury posters



COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT
DIVISION OF WORKERS' COMPENSATION

NOTICE

IF YOU ARE INJURED ON THE JOB, YOU HAVE RIGHTS UNDER THE COLORADO WORKERS' COMPENSATION ACT. YOUR EMPLOYER IS REQUIRED BY LAW TO HAVE WORKERS' COMPENSATION INSURANCE. THE COST OF THE INSURANCE IS PAID ENTIRELY BY YOUR EMPLOYER. IF YOUR EMPLOYER DOES NOT HAVE WORKERS' COMPENSATION INSURANCE, YOU STILL HAVE RIGHTS UNDER THE LAW.

IT IS AGAINST THE LAW FOR YOUR EMPLOYER TO HAVE A POLICY CONTRARY TO THE REPORTING REQUIREMENTS SET FORTH IN THE COLORADO WORKERS' COMPENSATION ACT. YOUR EMPLOYER IS INSURED THROUGH:

IF YOU ARE INJURED ON THE JOB, NOTIFY YOUR EMPLOYER AS SOON AS YOU ARE ABLE, AND REPORT YOUR INJURY TO YOUR EMPLOYER IN WRITING WITHIN 10 DAYS AFTER THE INJURY. IF YOU DO NOT REPORT YOUR INJURY PROMPTLY, YOU MAY STILL PURSUE A CLAIM.

ADVISE YOUR EMPLOYER IF YOU NEED MEDICAL TREATMENT. IF YOU OBTAIN MEDICAL CARE, BE SURE TO REPORT TO YOUR EMPLOYER AND HEALTH-CARE PROVIDER HOW, WHEN, AND WHERE THE INJURY OCCURRED.

YOU MAY FILE A WORKER'S CLAIM FOR COMPENSATION WITH THE DIVISION OF WORKERS' COMPENSATION. TO OBTAIN FORMS OR INFORMATION REGARDING THE WORKERS' COMPENSATION SYSTEM, THE CUSTOMER SERVICE CONTACT INFORMATION FOR THE DIVISION OF WORKERS' COMPENSATION IS:

Division of Workers' Compensation
633 17th Street, Suite 400
Denver, CO 80202

303-318-8700
1-888-390-7936 (Toll-Free)
cdle.colorado.gov/dwc

WORKERS' COMPENSATION INJURY NOTICES (HB22-1112)

With regard to occupational diseases, the bill also:

- Repeals the requirement that an employee notify the employer of an occupational disease within 30 days of contraction of the disease and instead requires an employee to notify the employer upon manifestation of the disease; and
- Repeals the provision that states that an employer is deemed to waive a failure to give notice of an occupational disease or death resulting from the disease unless the employer objects at a hearing on the claim prior to any award or decision; and

BECHTEL & SANTO

EMPLOYMENT LAW FOR BUSINESSES

ATTORNEYS

Michael Santo / Christina Harney / Tim Wolfe

- Employee Handbooks and Policies
- Day-to-Day Employment-Law Questions
- Wage and Hour Issues
- Contracts/Agreements
- HR and Manager Training
- Recruiting and Hiring Procedures
- Termination Letters/Separation Agreements
- Department of Labor Audits
- Compliance with FMLA, ADA, FLSA, etc.
- Defending Your Organization Against Employee Claims, Charges, and Litigations
- And Much More!

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