CHAPTER 181

EMPLOYMENT

181.001 MS 2006 [Renumbered 15.001]

PAYMENT OF WAGES

181.01 WAGES OF MINORS; TO WHOM PAID.

Any parent or guardian claiming the wages of a minor in service shall so notify the employer and, if failing to do so, payment to the minor of wages so earned shall be valid.

History: *(4133) RL s 1812; 1986 c 444*

181.02 SALARY OR WAGES NOT TO BE PAID BY NONNEGOTIABLE INSTRUMENTS.

It is unlawful for an employer, other than a public service corporation, to issue to any employee in lieu of or in payment of any salary or wages earned by the employee a nonnegotiable time check or order.

History: *(4134) 1917 c 348 s 1; 1996 c 386 s 8; 1997 c 83 s 1*

181.03 CERTAIN ACTS RELATING TO PAYMENT OF WAGES UNLAWFUL.

Subdivision 1. **Prohibited practices.** An employer may not, directly or indirectly and with intent to defraud:

(1) cause any employee to give a receipt for wages for a greater amount than that actually paid to the employee for services rendered;

(2) directly or indirectly demand or receive from any employee any rebate or refund from the wages owed the employee under contract of employment with the employer; or

(3) in any manner make or attempt to make it appear that the wages paid to any employee were greater than the amount actually paid to the employee.

Subd. 2. **Commissions.** Except as otherwise provided in section 181.13, an employer or a person, firm, corporation, or association may not alter the method of payment, timing of payment, or procedures for payment of commissions earned through the last day of employment after the employee has resigned or been terminated if the result is to delay or reduce the amount of payment.

Subd. 3. **Civil action.** An employer who violates this section is liable in a civil action brought by the employee for twice the amount in dispute.

Subd. 4. **Enforcement.** The use of an enforcement provision in this section shall not preclude the use of any other enforcement provision provided by law.

Subd. 5. **Effect on other laws.** Nothing in this section shall be construed to limit the application of other state or federal laws.

Subd. 6. **Retaliation.** An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for asserting rights or remedies under this section, sections 177.21 to 177.44, 181.01 to 181.723, or 181.79, including, but not limited to, filing a complaint with the department or telling the employer of the employee's intention to file a complaint. In addition to any other remedies provided by law, an employer who violates this subdivision is liable for a civil penalty of not less than $700 nor more than $3,000 per violation.

History: *(4134-1) 1933 c 249; 1986 c 444; 1996 c 386 s 9; 1997 c 83 s 2; 2001 c 199 s 1; 1Sp2019 c 7 art 3 s 8-10; 2023 c 53 art 11 s 21*

181.031 EMPLOYERS NOT TO ACCEPT CONSIDERATION FOR SECURING EMPLOYMENT.

An employer, or any manager, superintendent, lead supervisor, or other representative of an employer, may not, directly or indirectly, demand or accept from any employee any part of such employee's wages or other consideration, or any gratuity, in consideration of giving to or securing, or assisting in securing, for any employee any employment with such employer.

History: *(10536-1) 1933 c 47; 1986 c 444; 1996 c 386 s 10*

181.032 REQUIRED STATEMENT OF EARNINGS BY EMPLOYER; NOTICE TO EMPLOYEE.

(a) At the end of each pay period, the employer shall provide each employee an earnings statement, either in writing or by electronic means, covering that pay period. An employer who chooses to provide an earnings statement by electronic means must provide employee access to an employer-owned computer during an employee's regular working hours to review and print earnings statements, and must make statements available for review or printing for a period of three years.

(b) The earnings statement may be in any form determined by the employer but must include:

(1) the name of the employee;

(2) the rate or rates of pay and basis thereof, including whether the employee is paid by hour, shift, day, week, salary, piece, commission, or other method;

(3) allowances, if any, claimed pursuant to permitted meals and lodging;

(4) the total number of hours worked by the employee unless exempt from chapter 177;

(5) the total number of earned sick and safe time hours accrued and available for use under section 181.9446;

(6) the total number of earned sick and safe time hours used during the pay period under section 181.9447;

(7) the total amount of gross pay earned by the employee during that period;

(8) a list of deductions made from the employee's pay;

(9) any amount deducted by the employer under section 268B.14, subdivision 3, and the amount paid by the employer based on the employee's wages under section 268B.14, subdivision 1;

(10) the net amount of pay after all deductions are made;

(11) the date on which the pay period ends;

(12) the legal name of the employer and the operating name of the employer if different from the legal name;

(13) the physical address of the employer's main office or principal place of business, and a mailing address if different; and

(14) the telephone number of the employer.

(c) An employer must provide earnings statements to an employee in writing, rather than by electronic means, if the employer has received at least 24 hours notice from an employee that the employee would like to receive earnings statements in written form. Once an employer has received notice from an employee that the employee would like to receive earnings statements in written form, the employer must comply with that request on an ongoing basis.

(d) At the start of employment, an employer shall provide each employee a written notice containing the following information:

(1) the rate or rates of pay and basis thereof, including whether the employee is paid by the hour, shift, day, week, salary, piece, commission, or other method, and the specific application of any additional rates;

(2) allowances, if any, claimed pursuant to permitted meals and lodging;

(3) paid vacation, sick time, or other paid time-off accruals and terms of use;

(4) the employee's employment status and whether the employee is exempt from minimum wage, overtime, and other provisions of chapter 177, and on what basis;

(5) a list of deductions that may be made from the employee's pay;

(6) the number of days in the pay period, the regularly scheduled pay day, and the pay day on which the employee will receive the first payment of wages earned;

(7) the legal name of the employer and the operating name of the employer if different from the legal name;

(8) the physical address of the employer's main office or principal place of business, and a mailing address if different; and

(9) the telephone number of the employer.

(e) The employer must keep a copy of the notice under paragraph (d) signed by each employee acknowledging receipt of the notice. The notice must be provided to each employee in English. The English version of the notice must include text provided by the commissioner that informs employees that they may request, by indicating on the form, the notice be provided in a particular language. If requested, the employer shall provide the notice in the language requested by the employee. The commissioner shall make available to employers the text to be included in the English version of the notice required by this section and assist employers with translation of the notice in the languages requested by their employees.

(f) An employer must provide the employee any written changes to the information contained in the notice under paragraph (d) prior to the date the changes take effect.

History: *1Sp1985 c 13 s 291; 1996 c 386 s 11; 2006 c 253 s 13; 1Sp2019 c 7 art 3 s 11; 2023 c 53 art 12 s 1; 2023 c 59 art 1 s 4*

NOTE: The amendment to this section by Laws 2023, chapter 59, article 1, section 4, is effective January 1, 2026. Laws 2023, chapter 59, article 1, section 4, the effective date.

181.04 ASSIGNMENT, SALE, OR TRANSFER OF WAGES; WHEN NOT EFFECTIVE.

No assignment, sale, or transfer, however made or attempted to be made, of any wages or salary to be earned shall give any right of action either at law or in equity to the assignee or transferee of such wages or salary, nor shall any action lie for the recovery of such wages or salary, or any part thereof, by any other person than the person to whom such wages or salary are to become due unless a written notice, together with a true and complete copy of the instrument assigning or transferring such wages or salary, shall have been given within three days after the making of such instrument to the person, firm, or corporation from whom such wages or salary are accruing or may accrue.

History: *(4135) 1905 c 309 s 1; 1917 c 321 s 1*

181.041 GARNISHMENT; ASSIGNMENT, SALE, OR TRANSFER OF WAGES; WHEN NOT EFFECTIVE.

No assignment, sale, or transfer, however made or attempted, of any earned or unearned wages or salary is in any manner valid or effectual for the transfer of any salary or wages and should be disregarded if made following service of a garnishment exemption notice and within ten days prior to the receipt of the first garnishment or execution on a debt.

History: *1976 c 335 s 2*

181.05 CONSENT OF EMPLOYER TO ASSIGNMENT REQUIRED.

No assignment, sale, or transfer, however made or attempted, of any unearned wages or salary shall be in any manner valid or effectual for the transfer of any salary or wages to be earned or accruing after the making of such assignment, sale, or transfer unless the person, firm, or corporation from whom such wages or salary are to accrue shall consent thereto in writing. Any employer or agent of such employer accepting or charging any fee or commission for collecting the amount due on any such assignment, sale, or transfer shall be deemed guilty of a misdemeanor.

History: *(4136) 1905 c 309 s 2*

181.06 ASSIGNMENT OF WAGES; PAYROLL DEDUCTIONS.

Subdivision 1. **Assignment of wages.** Every assignment, sale, or transfer, however made or attempted, of wages or salary to be earned or to become due, in whole or in part, more than 60 days from and after the date of making such transfer, sale or assignment shall be absolutely void; provided however, that the foregoing restriction against transfer, sale or assignment shall not apply to any assignment, sale or transfer of that portion of wages or salary to be earned or to become due in excess of the first $1,500 per month where such assignment is for less than five years.

Subd. 2. **Payroll deductions.** A written contract may be entered into between an employer and an employee wherein the employee authorizes the employer to make payroll deductions for the purpose of

paying union dues, premiums of any life insurance, hospitalization and surgical insurance, group accident and health insurance, group term life insurance, group annuities or contributions to credit unions or a community chest fund, a local arts council, a local science council or a local arts and science council, or Minnesota benefit association, a federally or state registered political action committee, membership dues of a relief association governed by sections 424A.091 to 424A.096 or Laws 2013, chapter 111, article 5, sections 31 to 42, contributions to a nonprofit organization that is tax exempt under section 501(c) of the Internal Revenue Code, or participation in any employee stock purchase plan or savings plan for periods longer than 60 days, including gopher state bonds established under section 16A.645. A private sector employer must make payroll deductions to a nonlabor organization under this subdivision when requested by five or more employees.

History: *(4137) 1905 c 309 s 3; 1937 c 95 s 1; 1951 c 213 s 1; 1965 c 778 s 1; 1967 c 517 s 1; 1977 c 231 s 1; 1984 c 508 s 1; 1997 c 183 art 2 s 17; 2015 c 65 art 4 s 1; 2023 c 53 art 11 s 22*

181.063 ASSIGNMENT OF WAGES, PUBLIC EMPLOYEES.

Any officer or employee of a county, town, city, school district, or the state, or any department thereof, has the same right to sell, assign, or transfer salary or wages as any officer of or person employed by any corporation, firm, or person.

History: *1945 c 424 s 26; 1973 c 123 art 5 s 7; 1986 c 444; 1997 c 83 s 3*

181.07 ASSIGNMENT OF UNEARNED WAGES AS SECURITY.

No assignment of or order for wages to be earned in the future to secure a loan of less than $200 shall be valid against an employer of the person making the assignment or order until the assignment or order is accepted in writing by the employer and the assignment or order and the acceptance of the same have been filed and recorded with the clerk of the city or town where the party making the assignment or order resides, if a resident of this state, or in which the person is employed if the person is a nonresident. No assignment of or order for wages to be earned in the future shall be valid when made by a married person unless the written consent of the person's spouse to the making of the assignment or order is attached thereto.

History: *(4138) 1911 c 308 s 1; 1981 c 31 s 3*

181.08 PUBLIC SERVICE CORPORATIONS; PAYMENT OF WAGES, REQUIREMENTS.

All public service corporations doing business within this state are required to pay their employees at least semimonthly the wages earned by them to within 15 days of the date of such payment, unless prevented by inevitable casualty. Such wages less any voluntarily authorized payroll deduction set out in section 181.06 shall be paid in cash, or by checks convertible into cash at full face value thereof, without any service, exchange, discount, float, or other charges, at a bank designated by such public service corporation located in any city in which the employee to whom the check is issued is employed or into which such employee is required to go in the performance of work for the company issuing the same. It shall be the duty of the corporation to make necessary arrangements with a bank for the cashing of these checks without such charges, or to reimburse any employee who has paid such charges upon request. When an employee shall be discharged wages shall be paid at the time of discharge or whenever the employee shall demand the same thereafter; allowing a reasonable time within which to compute wages due and to make authorized and other deductions required by law.

History: *(4139) 1915 c 29 s 1; 1915 c 37 s 1; 1945 c 478 s 1; 1951 c 213 s 2; 1953 c 393 s 1; 1973 c 123 art 5 s 7; 1986 c 444*

181.09 RECOVERY OF WAGES, COSTS.

When any public service corporation neglects or refuses to pay its employees, as prescribed by section 181.08, the wages may be recovered by action without further demand. Costs of $10 shall be allowed to the plaintiff and included in the judgment, in addition to disbursements allowed by law.

History: *(4140) 1915 c 29 s 2; 1915 c 37 s 2; 1953 c 359 s 1; 1983 c 359 s 19; 1986 c 444*

181.10 WAGES PAID EVERY 15 DAYS.

Every employer employing any person to labor or perform service on any project of a transitory nature, such as the construction, paving, repair, or maintenance of roads or highways, sewers or ditches, clearing land, or the production of forest products or any other work that requires the employee to change the employee's place of abode, shall pay the wages or earnings of the person at intervals of not more than 15 days at the place of employment or in close proximity to the place of employment.

History: *(4140-1) 1933 c 223 s 1; 1986 c 444; 1997 c 83 s 4*

181.101 WAGES; HOW OFTEN PAID.

(a) Except as provided in paragraph (b), every employer must pay all wages, including salary, earnings, and gratuities earned by an employee at least once every 31 days and all commissions earned by an employee at least once every three months, on a regular payday designated in advance by the employer regardless of whether the employee requests payment at longer intervals. Unless paid earlier, the wages earned during the first half of the first 31-day pay period become due on the first regular payday following the first day of work. If wages or commissions earned are not paid, the commissioner of labor and industry or the commissioner's representative may serve a demand for payment on behalf of an employee. In addition to other remedies under section 177.27, if payment of wages is not made within ten days of service of the demand, the commissioner may charge and collect the wages earned at the employee's rate or rates of pay or at the rate or rates required by law, including any applicable statute, regulation, rule, ordinance, government resolution or policy, contract, or other legal authority, whichever rate of pay is greater, and a penalty in the amount of the employee's average daily earnings at the same rate or rates for each day beyond the ten-day limit following the demand. If payment of commissions is not made within ten days of service of the demand, the commissioner may charge and collect the commissions earned and a penalty equal to 1/15 of the commissions earned but unpaid for each day beyond the ten-day limit. Money collected by the commissioner must be paid to the employee concerned. This section does not prevent an employee from prosecuting a claim for wages. This section does not prevent a school district, other public school entity, or other school, as defined under section 120A.22, from paying any wages earned by its employees during a school year on regular paydays in the manner provided by an applicable contract or collective bargaining agreement, or a personnel policy adopted by the governing board. For purposes of this section, "employee" includes a person who performs agricultural labor as defined in section 181.85, subdivision 2. For purposes of this section, wages are earned on the day an employee works. This section provides a substantive right for employees to the payment of wages, including salary, earnings, and gratuities, as well as commissions, in addition to the right to be paid at certain times.

(b) An employer of a volunteer firefighter, as defined in section 424A.001, subdivision 10, a member of an organized first responder squad that is formally recognized by a political subdivision in the state, or a volunteer ambulance driver or attendant must pay all wages earned by the volunteer firefighter, first responder,

or volunteer ambulance driver or attendant at least once every 31 days, unless the employer and the employee mutually agree upon payment at longer intervals.

History: *1Sp1985 c 13 s 292; 1993 c 253 s 1; 1999 c 241 art 9 s 44; 2006 c 263 art 4 s 5; 2006 c 282 art 4 s 3; 2015 c 65 art 4 s 2; 1Sp2019 c 7 art 3 s 12*

181.11 DISCHARGED EMPLOYEE MUST BE PAID WITHIN 24 HOURS.

When any such transitory employment as is described in section 181.10 which requires an employee to change the employee's place of abode while performing the service required by the employment is terminated, either by the completion of the work or by the discharge or quitting of the employee, the wages or earnings of such employee in such employment shall be paid within 24 hours and, if not then paid, the employer shall pay the employee's reasonable expenses of remaining in the camp or elsewhere away from home while awaiting the arrival of payment of wages or earnings and, if such wages or earnings are not paid within two business days after the termination of such employment for any cause, the employer shall, in addition, pay to the employee two times the average amount of the employee's daily earnings in such employment from the time of the termination of the employment until payment has been made in full.

History: *(4140-2) 1933 c 223 s 2; 1986 c 444; 2005 c 127 s 1*

181.12 [Repealed, 2015 c 54 art 5 s 16]

181.13 PENALTY FOR FAILURE TO PAY WAGES PROMPTLY.

(a) When any employer employing labor within this state discharges an employee, the wages or commissions actually earned and unpaid at the time of the discharge are immediately due and payable upon demand of the employee. Wages are actually earned and unpaid if the employee was not paid for all time worked at the employee's regular rate of pay or at the rate required by law, including any applicable statute, regulation, rule, ordinance, government resolution or policy, contract, or other legal authority, whichever rate of pay is greater. If the employee's earned wages and commissions are not paid within 24 hours after demand, whether the employment was by the day, hour, week, month, or piece or by commissions, the employer is in default. In addition to recovering the wages and commissions actually earned and unpaid, the discharged employee may charge and collect a penalty equal to the amount of the employee's average daily earnings at the employee's regular rate of pay or the rate required by law, whichever rate is greater, for each day up to 15 days, that the employer is in default, until full payment or other settlement, satisfactory to the discharged employee, is made. In the case of a public employer where approval of expenditures by a governing board is required, the 24-hour period for payment does not commence until the date of the first regular or special meeting of the governing board following discharge of the employee. An employee's demand for payment under this section must be in writing but need not state the precise amount of unpaid wages or commissions. An employee may directly seek and recover payment from an employer under this section even if the employee is not a party to a contract that requires the employer to pay the employee at the rate of pay demanded by the employee, so long as the contract or any applicable statute, regulation, rule, ordinance, government resolution or policy, or other legal authority requires payment to the employee at the particular rate of pay. The employee shall be able to directly seek payment at the highest rate of pay provided in the contract or applicable law, and any other related remedies as provided in this section.

(b) The wages and commissions must be paid in the usual manner of payment unless the employee requests that the wages and commissions be sent through the mails. If, in accordance with a request by the

employee, the employee's wages and commissions are sent to the employee through the mail, the wages and commissions are paid as of the date of their postmark.

History: *(4127) 1919 c 175 s 1; 1933 c 173 s 1; 1984 c 446 s 1; 1Sp1985 c 16 art 1 s 2; 1986 c 444; 1997 c 83 s 5; 2013 c 27 s 1*

181.14 PAYMENT TO EMPLOYEES WHO QUIT OR RESIGN; SETTLEMENT OF DISPUTES.

Subdivision 1. **Prompt payment required.** (a) When any such employee quits or resigns employment, the wages or commissions earned and unpaid at the time the employee quits or resigns shall be paid in full not later than the first regularly scheduled payday following the employee's final day of employment, unless an employee is subject to a collective bargaining agreement with a different provision. Wages are earned and unpaid if the employee was not paid for all time worked at the employee's regular rate of pay or at the rate required by law, including any applicable statute, regulation, rule, ordinance, government resolution or policy, contract, or other legal authority, whichever rate of pay is greater. If the first regularly scheduled payday is less than five calendar days following the employee's final day of employment, full payment may be delayed until the second regularly scheduled payday but shall not exceed a total of 20 calendar days following the employee's final day of employment.

(b) Notwithstanding the provisions of paragraph (a), in the case of migrant workers, as defined in section 181.85, the wages or commissions earned and unpaid at the time the employee quits or resigns shall become due and payable within three days thereafter.

Subd. 2. **Nonprompt payment.** Wages or commissions not paid within the required time period shall become immediately payable upon the demand of the employee. If the employee's earned wages or commissions are not paid within 24 hours after the demand, the employer shall be liable to the employee for a penalty equal to the amount of the employee's average daily earnings at the employee's regular rate of pay or the rate required by law, whichever rate is greater, for every day, not exceeding 15 days in all, until such payment or other settlement satisfactory to the employee is made. The employer shall also be liable to the employee for the amount of wages and commissions that are earned and unpaid. An employee's demand for payment under this section must be in writing but need not state the precise amount of unpaid wages or commissions. An employee may directly seek and recover payment from an employer under this section even if the employee is not a party to a contract that requires the employer to pay the employee at the rate of pay demanded by the employee, so long as the contract or any applicable statute, regulation, rule, ordinance, government resolution or policy, or other legal authority requires payment to the employee at the particular rate of pay. The employee shall be able to directly seek payment at the highest rate of pay provided in the contract or applicable law, and any other remedies related thereto as provided in this section.

Subd. 3. **Settlement of disputes.** If the employer disputes the amount of wages or commissions claimed by the employee under the provisions of this section or section 181.13, and the employer makes a legal tender of the amount which the employer in good faith claims to be due, the employer shall not be liable for any sum greater than the amount so tendered and interest thereon at the legal rate, unless, in an action brought in a court having jurisdiction, the employee recovers a greater sum than the amount so tendered with interest thereon; and if, in the suit, the employee fails to recover a greater sum than that so tendered, with interest, the employee shall not pay the cost of the suit, otherwise the cost shall be paid by the employer.

Subd. 4. **Employees entrusted with money or property.** In cases where the discharged or quitting employee was, during employment, entrusted with the collection, disbursement, or handling of money or property, the employer shall have ten calendar days after the termination of the employment to audit and adjust the accounts of the employee before the employee's wages or commissions shall be paid as provided

in this section, and the penalty herein provided shall apply in such case only from the date of demand made after the expiration of the period allowed for payment of the employee's wages or commissions. No employer shall make any deduction, directly or indirectly, from the wages due or earned by any employee, who is not an independent contractor, for lost or stolen property, damage to property, or to recover any other claimed indebtedness running from employee to employer, except as permitted by section 181.79.

Subd. 5. **Place of payment.** Wages and commissions paid under this section shall be paid in the usual manner of payment unless the employee requests that the wages and commissions be sent to the employee through the mails. If, in accordance with a request by the employee, the employee's wages and commissions are sent to the employee through the mail, the wages and commissions shall be deemed to have been paid as of the date of their postmark for the purposes of this section.

History: *(4128) 1919 c 175 s 2; 1933 c 173 s 2; 1984 c 446 s 2; 1986 c 444; 1997 c 7 art 1 s 85; 1997 c 83 s 6; 1997 c 180 s 1; 2013 c 27 s 2; 2023 c 53 art 2 s 5*

181.141 SEXUAL HARASSMENT OR ABUSE SETTLEMENT; PAYMENT AS SEVERANCE OR WAGES PROHIBITED.

In a sexual harassment or abuse settlement between an employer and an employee, when there is a financial settlement provided, the financial settlement cannot be provided as wages or severance pay to the employee regardless of whether the settlement includes a nondisclosure agreement.

History: *2023 c 64 art 1 s 11*

181.145 PROMPT PAYMENT OF COMMISSIONS TO COMMISSION SALESPEOPLE.

Subdivision 1. **Definitions.** For the purposes of this section, "commission salesperson" means a person who is paid on the basis of commissions for sales and who is not covered by sections 181.13 and 181.14 because the person is an independent contractor. For the purposes of this section, the phrase "commissions earned through the last day of employment" means commissions due for services or merchandise which have actually been delivered to and accepted by the customer by the final day of the salesperson's employment.

Subd. 2. **Prompt payment required.** (a) When any person, firm, company, association, or corporation employing a commission salesperson in this state terminates the salesperson, or when the salesperson resigns that position, the employer shall promptly pay the salesperson, at the usual place of payment, commissions earned through the last day of employment or be liable to the salesperson for the penalty provided under subdivision 3 in addition to any earned commissions unless the employee requests that the commissions be sent to the employee through the mails. If, in accordance with a request by the employee, the employee's commissions are sent to the employee through the mail, the commissions shall be deemed to have been paid as of the date of their postmark for the purposes of this section.

(b) If the employer terminates the salesperson or if the salesperson resigns giving at least five days' written notice, the employer shall pay the salesperson's commissions earned through the last day of employment on demand no later than three working days after the salesperson's last day of work.

(c) If the salesperson resigns without giving at least five days' written notice, the employer shall pay the salesperson's commissions earned through the last day of employment on demand no later than six working days after the salesperson's last day of work.

(d) Notwithstanding the provisions of paragraphs (b) and (c), if the terminated or resigning salesperson was, during employment, entrusted with the collection, disbursement, or handling of money or property, the employer has ten working days after the termination of employment to audit and adjust the accounts of the

salesperson before the salesperson can demand commissions earned through the last day of employment. In such cases, the penalty provided in subdivision 3 shall apply only from the date of demand made after the expiration of the ten working day audit period.

Subd. 3. **Penalty for nonprompt payment.** If the employer fails to pay the salesperson commissions earned through the last day of employment on demand within the applicable period as provided under subdivision 2, the employer shall be liable to the salesperson, in addition to earned commissions, for a penalty for each day, not exceeding 15 days, which the employer is late in making full payment or satisfactory settlement to the salesperson for the commissions earned through the last day of employment. The daily penalty shall be in an amount equal to 1/15 of the salesperson's commissions earned through the last day of employment which are still unpaid at the time that the penalty will be assessed.

Subd. 4. **Amount of commission disputed.** (a) When there is a dispute concerning the amount of the salesperson's commissions earned through the last day of employment or whether the employer has properly audited and adjusted the salesperson's account, the penalty provided in subdivision 3 shall not apply if the employer pays the amount it in good faith believes is owed the salesperson for commissions earned through the last day of employment within the applicable period as provided under subdivision 2; except that, if the dispute is later adjudicated and it is determined that the salesperson's commissions earned through the last day of employment were greater than the amount paid by the employer, the penalty provided in subdivision 3 shall apply.

(b) If a dispute under this subdivision is later adjudicated and it is determined that the salesperson was not promptly paid commissions earned through the last day of employment as provided under subdivision 2, the employer shall pay reasonable attorney's fees incurred by the salesperson.

Subd. 5. **Commissions earned after last day of employment.** Nothing in this section shall be construed to impair a commission salesperson from collecting commissions on merchandise ordered prior to the last day of employment but delivered and accepted after termination of employment. However, the penalties prescribed in subdivision 3 apply only with respect to the payment of commissions earned through the last day of employment.

History: *1984 c 446 s 3; 1986 c 444*

181.15 WHEN EMPLOYEE NOT ENTITLED TO BENEFITS.

No such servant or employee who hides or stays away to avoid receiving payment, or refuses to receive the same when fully tendered, shall be entitled to any benefit under sections 181.13 to 181.171 for such time as so avoiding payment; provided, when any number of employees enter upon a strike the wages due such striking employees at the time of entering upon such strike shall not become due until the next regular payday after the commencement of such strike.

History: *(4129) 1919 c 175 s 3; 1986 c 444; 1997 c 7 art 1 s 86*

181.16 CONSTRUCTION OF SECTIONS 181.13 TO 181.171.

Sections 181.13 to 181.171 shall not be construed to apply to any employer or an individual, copartnership, or corporation that is bankrupt, or where a receiver or trustee is acting under the direction of the court. Payment or tender by check drawn on a bank situated in the county where a laborer is employed shall be a sufficient payment or tender to comply with the provisions of sections 181.13 to 181.171.

History: *(4130) 1919 c 175 s 4; 1983 c 41 s 1; 1997 c 7 art 1 s 87*

181.165 WAGE PROTECTION; CONSTRUCTION WORKERS.

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Claimant" means any person claiming unpaid wages, fringe benefits, penalties, or resulting liquidated damages that are owed as required by law, including any applicable statute, regulation, rule, ordinance, government resolution or policy, contract, or other legal authority.

(c) "Commissioner" refers to the commissioner of labor and industry.

(d) "Construction contract" means a written or oral agreement for the construction, reconstruction, erection, alteration, remodeling, repairing, maintenance, moving, or demolition of any building, structure, or improvement, or relating to the excavation of or development or improvement to land. For purposes of this section, a construction contract shall not include a home improvement contract for the performance of a home improvement between a home improvement contractor and the owner of an owner-occupied dwelling, and a home construction contract for one- or two-family dwelling units except where such contract or contracts results in the construction of more than ten one- or two-family owner-occupied dwellings at one project site annually.

(e) "Contractor" means any person, firm, partnership, corporation, association, company, organization, or other entity, including a construction manager, general or prime contractor, joint venture, or any combination thereof, along with their successors, heirs, and assigns, which enters into a construction contract with an owner. An owner shall be deemed a contractor and liable as such under this section if said owner has entered into a construction contract with more than one contractor or subcontractor on any construction site.

(f) "Owner" means any person, firm, partnership, corporation, association, company, organization, or other entity, or a combination of any thereof, with an ownership interest, whether the interest or estate is in fee, as vendee under a contract to purchase, as lessee or another interest or estate less than fee that causes a building, structure, or improvement, new or existing, to be constructed, reconstructed, erected, altered, remodeled, repaired, maintained, moved, or demolished or that causes land to be excavated or otherwise developed or improved.

(g) "Subcontractor" means any person, firm, partnership, corporation, company, association, organization or other entity, or any combination thereof, that is a party to a contract with a contractor or party to a contract with the contractor's subcontractors at any tier to perform any portion of work within the scope of the contractor's construction contract with the owner, including where the subcontractor has no direct privity of contract with the contractor. When the owner is deemed a contractor, subcontractor also includes the owner's contractors.

Subd. 2. **Assumption of liability.** (a) A contractor entering into a construction contract shall assume and is liable for any unpaid wages, fringe benefits, penalties, and resulting liquidated damages owed to a claimant or third party acting on the claimant's behalf by a subcontractor at any tier acting under, by, or for the contractor or its subcontractors for the claimant's performance of labor.

(b) A contractor or any other person shall not evade or commit any act that negates the requirements of this section. No agreement by an employee or subcontractor to indemnify a contractor or otherwise release or transfer liability assigned to a contractor under this section shall be valid. However, if a contractor has satisfied unpaid wage claims of an employee and incurred fees and costs in doing so, such contractor may

then pursue actual and liquidated damages from any subcontractor who caused the contractor to incur those damages.

(c) A contractor shall not evade liability under this section by claiming that a person is an independent contractor rather than an employee of a subcontractor unless the person meets the criteria required by section 181.723, subdivision 4.

Subd. 3. **Enforcement.** (a) In the case of a complaint filed with the commissioner under section 177.27, subdivision 1, or a private civil action by an employee under section 177.27, subdivision 8, such employee may designate any person, organization, or collective bargaining agent authorized to file a complaint with the commissioner or in court pursuant to this section to make a wage claim on the claimant's behalf.

(b) In the case of an action against a subcontractor, the contractor shall be jointly and severally liable for any unpaid wages, benefits, penalties, and any other remedies available pursuant to this section.

(c) Claims shall be brought consistent with section 541.07, clause (5), for the initiation of such claim under this section in a court of competent jurisdiction or the filing of a complaint with the commissioner or attorney general. The provisions of this section do not diminish, impair, or otherwise infringe on any other right of an employee to bring an action or file a complaint against any employer.

Subd. 4. **Payroll records; data.** (a) Within 15 days of a request by a contractor to a subcontractor, the subcontractor, and any other subcontractors hired under contract to the subcontractor shall provide payroll records, which, at minimum, contain all lawfully required information for all workers providing labor on the project. The payroll records shall contain sufficient information to apprise the contractor or subcontractor of such subcontractor's payment of wages and fringe benefit contributions to a third party on the workers' behalf. Payroll records shall be marked or redacted to an extent only to prevent disclosure of the employee's Social Security number.

(b) Within 15 days of a request of a contractor or a contractor's subcontractor, any subcontractor that performs any portion of work within the scope of the contractor's construction contract with an owner shall provide:

(1) the names of all employees and independent contractors of the subcontractor on the project, including the names of all those designated as independent contractors and, when applicable, the name of the contractor's subcontractor with whom the subcontractor is under contract;

(2) the anticipated contract start date;

(3) the scheduled duration of work;

(4) when applicable, local unions with which such subcontractor is a signatory contractor; and

(5) the name and telephone number of a contact for the subcontractor.

(c) Unless otherwise required by law, a contractor or subcontractor shall not disclose an individual's personal identifying information to the general public, except that the contractor or subcontractor can confirm that the individual works for them and provide the individual's full name.

Subd. 5. **Payments to contractors and subcontractors.** Nothing in this section shall alter the owner's obligation to pay a contractor, or a contractor's obligation to pay a subcontractor as set forth in section 337.10, except as expressly permitted by this section.

Subd. 6. **Exemptions.** (a) Nothing in this section shall be deemed to diminish the rights, privileges, or remedies of any employee under any collective bargaining agreement. This section shall not apply to any contractor or subcontractor that is a signatory to a bona fide collective bargaining agreement with a building and construction trade labor organization that: (1) contains a grievance procedure that may be used to recover unpaid wages on behalf of employees covered by the agreement; and (2) provides for collection of unpaid contributions to fringe benefit trust funds established pursuant to United States Code, title 29, section 186(c)(5)-(6), by or on behalf of such trust funds.

(b) This section does not apply to work for which prevailing wage rates apply under sections 177.41 to 177.44.

History: *2023 c 53 art 10 s 6*

181.17 [Repealed, 1996 c 386 s 13]

181.171 COURT ACTIONS; PRIVATE PARTY CIVIL ACTIONS.

Subdivision 1. **Civil action; damages.** A person may bring a civil action seeking redress for violations of sections 181.02, 181.03, 181.031, 181.032, 181.08, 181.09, 181.10, 181.101, 181.11, 181.13, 181.14, 181.145, and 181.15 directly to district court. An employer who is found to have violated the above sections is liable to the aggrieved party for the civil penalties or damages provided for in the section violated. An employer who is found to have violated the above sections shall also be liable for compensatory damages and other appropriate relief including but not limited to injunctive relief.

Subd. 2. **District court jurisdiction.** An action brought under subdivision 1 may be filed in the district court of the county wherein a violation is alleged to have been committed, where the respondent resides or has a principal place of business, or any other court of competent jurisdiction.

Subd. 3. **Attorney fees and costs.** In an action brought under subdivision 1, the court shall order an employer who is found to have committed a violation to pay to the aggrieved party reasonable costs, disbursements, witness fees, and attorney fees.

Subd. 4. **Employer; definition.** "Employer" means any person having one or more employees in Minnesota and includes the state or a contractor that has assumed a subcontractor's liability within the meaning of section 181.165 and any political subdivision of the state. This definition applies to this section and sections 181.02, 181.03, 181.031, 181.032, 181.06, 181.063, 181.10, 181.101, 181.13, 181.14, and 181.16.

History: *1996 c 386 s 12; 1997 c 83 s 7; 2015 c 54 art 6 s 2; 2023 c 53 art 10 s 7*

181.172 WAGE DISCLOSURE PROTECTION.

(a) An employer shall not:

(1) require nondisclosure by an employee of his or her wages as a condition of employment;

(2) require an employee to sign a waiver or other document which purports to deny an employee the right to disclose the employee's wages; or

(3) take any adverse employment action against an employee for disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily.

(b) Nothing in this section shall be construed to:

(1) create an obligation on any employer or employee to disclose wages;

(2) permit an employee, without the written consent of the employer, to disclose proprietary information, trade secret information, or information that is otherwise subject to a legal privilege or protected by law;

(3) diminish any existing rights under the National Labor Relations Act under United States Code, title 29; or

(4) permit the employee to disclose wage information of other employees to a competitor of their employer.

(c) An employer that provides an employee handbook to its employees must include in the handbook notice of employee rights and remedies under this section.

(d) An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for asserting rights or remedies under this section.

(e) An employee may bring a civil action against an employer for a violation of paragraph (a) or (d). If a court finds that an employer has violated paragraph (a) or (d), the court may order reinstatement, back pay, restoration of lost service credit, if appropriate, and the expungement of any related adverse records of an employee who was the subject of the violation.

History: *2014 c 239 art 4 s 2; 2023 c 53 art 11 s 23*

181.1721 ATTORNEY GENERAL ENFORCEMENT.

In addition to the enforcement of this chapter by the department, the attorney general may enforce this chapter under section 8.31.

History: *1Sp2019 c 7 art 3 s 13*

181.18 [Repealed, 1974 c 432 s 13]

181.19 [Repealed, 1974 c 432 s 13]

181.20 [Repealed, 1974 c 432 s 13]

181.21 [Repealed, 1974 c 432 s 13]

181.211 DEFINITIONS.

Subdivision 1. **Application.** The terms defined in this section apply to sections 181.211 to 181.217.

Subd. 2. **Board.** "Board" means the Minnesota Nursing Home Workforce Standards Board established under section 181.212.

Subd. 3. **Certified worker organization.** "Certified worker organization" means a worker organization that is certified by the board to conduct nursing home worker trainings under section 181.214.

Subd. 4. **Commissioner.** "Commissioner" means the commissioner of labor and industry.

Subd. 5. **Compensation.** "Compensation" means all income and benefits paid by a nursing home employer to a nursing home worker or on behalf of a nursing home worker, including but not limited to wages, bonuses, differentials, paid leave, pay for scheduling changes, and pay for training or occupational certification.

Subd. 6. **Employer organization.** "Employer organization" means:

(1) an organization that is exempt from federal income taxation under section 501(c)(6) of the Internal Revenue Code and that represents nursing home employers; or

(2) an entity that employers, who together employ a majority of nursing home workers in Minnesota, have selected as a representative.

Subd. 7. **Nursing home.** "Nursing home" means a nursing home licensed under chapter 144A, or a boarding care home licensed under sections 144.50 to 144.56.

Subd. 8. **Nursing home employer.** "Nursing home employer" means an employer of nursing home workers in a licensed, Medicaid-certified facility that is reimbursed under chapter 256R.

Subd. 9. **Nursing home worker.** "Nursing home worker" means any worker who provides services in a nursing home in Minnesota, including direct care staff, non-direct care staff, and contractors, but excluding administrative staff, medical directors, nursing directors, physicians, and individuals employed by a supplemental nursing services agency.

Subd. 10. **Worker organization.** "Worker organization" means an organization that is exempt from federal income taxation under section 501(c)(3), 501(c)(4), or 501(c)(5) of the Internal Revenue Code, that is not dominated or interfered with by any nursing home employer within the meaning of United States Code, title 29, section 158a(2), and that has at least five years of demonstrated experience engaging with and advocating for nursing home workers.

History: *2023 c 53 art 3 s 3*

181.212 MINNESOTA NURSING HOME WORKFORCE STANDARDS BOARD; ESTABLISHMENT.

Subdivision 1. **Board established; membership.** (a) The Minnesota Nursing Home Workforce Standards Board is created with the powers and duties established by law. The board is composed of the following voting members:

(1) the commissioner of human services or a designee;

(2) the commissioner of health or a designee;

(3) the commissioner of labor and industry or a designee;

(4) three members who represent nursing home employers or employer organizations, appointed by the governor in accordance with section 15.066; and

(5) three members who represent nursing home workers or worker organizations, appointed by the governor in accordance with section 15.066.

(b) In making appointments under clause (4), the governor shall consider the geographic distribution of nursing homes within the state.

Subd. 2. **Terms; vacancies.** (a) Board members appointed under subdivision 1, clause (4) or (5), shall serve four-year terms following the initial staggered-lot determination.

(b) For members appointed under subdivision 1, clause (4) or (5), the governor shall fill vacancies occurring prior to the expiration of a member's term by appointment for the unexpired term. A member appointed under subdivision 1, clause (4) or (5), must not be appointed to more than two consecutive terms.

(c) A member serves until a successor is appointed.

Subd. 3. **Chairperson.** The board shall elect a member by majority vote to serve as its chairperson and shall determine the term to be served by the chairperson.

Subd. 4. **Staffing.** The commissioner may employ an executive director for the board and other personnel to carry out duties of the board under sections 181.211 to 181.217.

Subd. 5. **Board compensation.** Compensation of board members is governed by section 15.0575.

Subd. 6. **Application of other laws.** Meetings of the board are subject to chapter 13D. The board is subject to chapter 13. The board shall comply with section 15.0597.

Subd. 7. **Voting.** The affirmative vote of five board members is required for the board to take any action, including actions necessary to establish minimum nursing home employment standards under section 181.213.

Subd. 8. **Hearings and investigations.** To carry out its duties, the board shall hold public hearings on, and conduct investigations into, working conditions in the nursing home industry in accordance with section 181.213.

Subd. 9. **Department support.** The commissioner shall provide staff support to the board. The support includes professional, legal, technical, and clerical staff necessary to perform rulemaking and other duties assigned to the board. The commissioner shall supply necessary office space and supplies to assist the board in its duties.

Subd. 10. **Antitrust compliance.** The board shall establish operating procedures that meet all state and federal antitrust requirements and may prohibit board member access to data to meet the requirements of this subdivision.

Subd. 11. **Annual report.** By December 1, 2023, and each December 1 thereafter, the executive director of the board shall submit a report to the chairs and ranking minority members of the house of representatives and senate committees with jurisdiction over labor and human services on any actions taken and any standards adopted by the board.

History: *2023 c 53 art 3 s 4*

181.213 DUTIES OF THE BOARD; MINIMUM NURSING HOME EMPLOYMENT STANDARDS.

Subdivision 1. **Authority to establish minimum nursing home employment standards.** (a) The board must adopt rules establishing minimum nursing home employment standards that are reasonably necessary and appropriate to protect the health and welfare of nursing home workers, to ensure that nursing home workers are properly trained about and fully informed of their rights under sections 181.211 to 181.217, and to otherwise satisfy the purposes of sections 181.211 to 181.217. Standards established by the board must include standards on compensation for nursing home workers, and may include recommendations under paragraph (c). The board may not adopt standards that are less protective of or beneficial to nursing home workers as any other applicable statute or rule or any standard previously established by the board unless there is a determination by the board under subdivision 2 that existing standards exceed the operating payment rate and external fixed costs payment rates included in the most recent budget and economic forecast completed under section 16A.103. In establishing standards under this section, the board must establish statewide standards, and may adopt standards that apply to specific nursing home occupations.

(b) The board must adopt rules establishing initial standards for wages for nursing home workers no later than August 1, 2024. The board may use the authority in section 14.389 to adopt rules under this

paragraph. The board shall consult with the department in the development of these standards prior to beginning the rule adoption process.

(c) To the extent that any minimum standards that the board finds are reasonably necessary and appropriate to protect the health and welfare of nursing home workers fall within the jurisdiction of chapter 182, the board shall not adopt rules establishing the standards but shall instead recommend the occupational health and safety standards to the commissioner. The commissioner shall adopt nursing home health and safety standards under section 182.655 as recommended by the board, unless the commissioner determines that the recommended standard is outside the statutory authority of the commissioner, presents enforceability challenges, is infeasible to implement, or is otherwise unlawful and issues a written explanation of this determination.

Subd. 2. **Investigation of market conditions.** (a) The board must investigate market conditions and the existing wages, benefits, and working conditions of nursing home workers for specific geographic areas of the state and specific nursing home occupations. Based on this information, the board must seek to adopt minimum nursing home employment standards that meet or exceed existing industry conditions for a majority of nursing home workers in the relevant geographic area and nursing home occupation. Except for standards exceeding the threshold determined in paragraph (d), initial employment standards established by the board are effective beginning January 1, 2025, and shall remain in effect until any subsequent standards are adopted by rules.

(b) The board must consider the following types of information in making determinations that employment standards are reasonably necessary to protect the health and welfare of nursing home workers:

(1) wage rate and benefit data collected by or submitted to the board for nursing home workers in the relevant geographic area and nursing home occupations;

(2) statements showing wage rates and benefits paid to nursing home workers in the relevant geographic area and nursing home occupations;

(3) signed collective bargaining agreements applicable to nursing home workers in the relevant geographic area and nursing home occupations;

(4) testimony and information from current and former nursing home workers, worker organizations, nursing home employers, and employer organizations;

(5) local minimum nursing home employment standards;

(6) information submitted by or obtained from state and local government entities; and

(7) any other information pertinent to establishing minimum nursing home employment standards.

(c) In considering wage and benefit increases, the board must determine the impact of nursing home operating payment rates determined pursuant to section 256R.21, subdivision 3, and the employee benefits portion of the external fixed costs payment rate determined pursuant to section 256R.25. If the board, in consultation with the commissioner of human services, determines the operating payment rate and employee benefits portion of the external fixed costs payment rate will increase to comply with the new employment standards, the board shall report to the legislature the increase in funding needed to increase payment rates to comply with the new employment standards and must make implementation of any new nursing home employment standards contingent upon an appropriation, as determined by sections 256R.21 and 256R.25, to fund the rate increase necessary to comply with the new employment standards.

(d) In evaluating the impact of the employment standards on payment rates determined by sections 256R.21 and 256R.25, the board, in consultation with the commissioner of human services, must consider the following:

(1) the statewide average wage rates for employees pursuant to section 256R.10, subdivision 5, and benefit rates pursuant to section 256R.02, subdivisions 18 and 22, as determined by the annual Medicaid cost report used to determine the operating payment rate and the employee benefits portion of the external fixed costs payment rate for the first day of the calendar year immediately following the date the board has established minimum wage and benefit levels;

(2) compare the results of clause (1) to the operating payment rate and employee benefits portion of the external fixed costs payment rate increase for the first day of the second calendar year after the adoption of any nursing home employment standards included in the most recent budget and economic forecast completed under section 16A.103; and

(3) if the established nursing home employment standards result in an increase in costs that exceed the operating payment rate and external fixed costs payment rate increase included in the most recent budget and economic forecast completed under section 16A.103, effective on the proposed implementation date of the new nursing home employment standards, the board must determine if the rates will need to be increased to meet the new employment standards and the standards must not be effective until an appropriation sufficient to cover the rate increase and federal approval of the rate increase is obtained.

(e) The budget and economic forecasts completed under section 16A.103 shall not assume an increase in payment rates determined under chapter 256R resulting from the new employment standards until the board certifies the rates will need to be increased and the legislature appropriates funding for the increase in payment rates.

Subd. 3. **Review of standards.** At least once every two years, the board shall:

(1) conduct a full review of the adequacy of the minimum nursing home employment standards previously established by the board; and

(2) following that review, adopt new rules, amend or repeal existing rules, or make recommendations to adopt new rules or amend or repeal existing rules for minimum nursing home employment standards using the expedited rulemaking process in section 14.389, as appropriate to meet the purposes of sections 181.211 to 181.217.

Subd. 4. **Variance and waiver.** The board shall adopt procedures for considering temporary variances and waivers of the established standards for individual nursing homes based on the board's evaluation of the risk of closure or receivership under section 144A.15, due to compliance with all or part of an applicable standard.

Subd. 5. **Conflict.** (a) In the event of a conflict between a standard established by the board in rule and a rule adopted by another state agency, the rule adopted by the board shall apply to nursing home workers and nursing home employers.

(b) Notwithstanding paragraph (a), in the event of a conflict between a standard established by the board in rule and a rule adopted by another state agency, the rule adopted by the other state agency shall apply to nursing home workers and nursing home employers if the rule adopted by the other state agency is adopted after the board's standard and the rule adopted by the other state agency is more protective or beneficial than the board's standard.

(c) Notwithstanding paragraph (a), if the commissioner of health determines that a standard established by the board in rule or recommended by the board conflicts with requirements in federal regulations for nursing home certification or with state statutes or rules governing licensure of nursing homes, the federal regulations or state nursing home licensure statutes or rules shall take precedence, and the conflicting board standard or rule shall not apply to nursing home workers or nursing home employers.

Subd. 6. **Effect on other agreements.** Nothing in sections 181.211 to 181.217 shall be construed to:

(1) limit the rights of parties to a collective bargaining agreement to bargain and agree with respect to nursing home employment standards; or

(2) diminish the obligation of a nursing home employer to comply with any contract, collective bargaining agreement, or employment benefit program or plan that meets or exceeds, and does not conflict with, the minimum standards and requirements in sections 181.211 to 181.217 or established by the board.

History: *2023 c 53 art 3 s 5*

181.214 DUTIES OF THE BOARD; TRAINING FOR NURSING HOME WORKERS.

Subdivision 1. **Certification of worker organizations.** The board shall certify worker organizations that it finds are qualified to provide training to nursing home workers according to this section. The board shall by rule establish certification criteria that a worker organization must meet in order to be certified and provide a process for renewal of certification upon the board's review of the worker organization's compliance with this section. In adopting rules to establish certification criteria under this subdivision, the board may use the authority in section 14.389. The criteria must ensure that a worker organization, if certified, is able to provide:

(1) effective, interactive training on the information required by this section; and

(2) follow-up written materials and responses to inquiries from nursing home workers in the languages in which nursing home workers are proficient.

Subd. 2. **Curriculum.** (a) The board shall establish requirements for the curriculum for the nursing home worker training required by this section. A curriculum must at least provide the following information to nursing home workers:

(1) the applicable compensation and working conditions in the minimum standards or local minimum standards established by the board;

(2) the antiretaliation protections established in section 181.216;

(3) information on how to enforce sections 181.211 to 181.217 and on how to report violations of sections 181.211 to 181.217 or of standards established by the board, including contact information for the Department of Labor and Industry, the board, and any local enforcement agencies, and information on the remedies available for violations;

(4) the purposes and functions of the board and information on upcoming hearings, investigations, or other opportunities for nursing home workers to become involved in board proceedings;

(5) other rights, duties, and obligations under sections 181.211 to 181.217;

(6) any updates or changes to the information provided according to clauses (1) to (5) since the most recent training session;

(7) any other information the board deems appropriate to facilitate compliance with sections 181.211 to 181.217; and

(8) information on labor standards in other applicable local, state, and federal laws, rules, and ordinances regarding nursing home working conditions or nursing home worker health and safety.

(b) Before establishing initial curriculum requirements, the board must hold at least one public hearing to solicit input on the requirements.

Subd. 3. **Topics covered in training session.** A certified worker organization is not required to cover all of the topics listed in subdivision 2 in a single training session. A curriculum used by a certified worker organization may provide instruction on each topic listed in subdivision 2 over the course of up to three training sessions.

Subd. 4. **Annual review of curriculum requirements.** The board must review the adequacy of its curriculum requirements at least annually and must revise the requirements as appropriate to meet the purposes of sections 181.211 to 181.217. As part of each annual review of the curriculum requirements, the board must hold at least one public hearing to solicit input on the requirements.

Subd. 5. **Duties of certified worker organizations.** A certified worker organization:

(1) must use a curriculum for its training sessions that meets requirements established by the board;

(2) must provide trainings that are interactive and conducted in the languages in which the attending nursing home workers are proficient;

(3) must, at the end of each training session, provide attending nursing home workers with follow-up written or electronic materials on the topics covered in the training session, in order to fully inform nursing home workers of their rights and opportunities under sections 181.211 to 181.217;

(4) must make itself reasonably available to respond to inquiries from nursing home workers during and after training sessions; and

(5) may conduct surveys of nursing home workers who attend a training session to assess the effectiveness of the training session and industry compliance with sections 181.211 to 181.217 and other applicable laws, rules, and ordinances governing nursing home working conditions or worker health and safety.

Subd. 6. **Nursing home employer duties regarding training.** (a) A nursing home employer must submit written documentation to the board to certify that every two years each of its nursing home workers completes one hour of training that meets the requirements of this section and is provided by a certified worker organization. A nursing home employer may, but is not required to, host training sessions on the premises of the nursing home.

(b) If requested by a certified worker organization, a nursing home employer must, after a training session provided by the certified worker organization, provide the certified worker organization with the names and contact information of the nursing home workers who attended the training session, unless a nursing home worker opts out according to paragraph (c).

(c) A nursing home worker may opt out of having the worker's nursing home employer provide the worker's name and contact information to a certified worker organization that provided a training session attended by the worker by submitting a written statement to that effect to the nursing home employer.

Subd. 7. **Training compensation.** A nursing home employer must compensate its nursing home workers at their regular hourly rate of wages and benefits for each hour of training completed as required by this section and reimburse any reasonable travel expenses associated with attending training sessions not held on the premises of the nursing home.

History: *2023 c 53 art 3 s 6*

181.215 REQUIRED NOTICES.

Subdivision 1. **Provision of notice.** (a) Nursing home employers must provide notices informing nursing home workers of the rights and obligations provided under sections 181.211 to 181.217 of applicable minimum nursing home employment standards and local minimum standards and that for assistance and information, nursing home workers should contact the Department of Labor and Industry. A nursing home employer must provide notice using the same means that the nursing home employer uses to provide other work-related notices to nursing home workers. Provision of notice must be at least as conspicuous as:

(1) posting a copy of the notice at each work site where nursing home workers work and where the notice may be readily seen and reviewed by all nursing home workers working at the site; or

(2) providing a paper or electronic copy of the notice to all nursing home workers and applicants for employment as a nursing home worker.

(b) The notice required by this subdivision must include text provided by the board that informs nursing home workers that they may request the notice to be provided in a particular language. The nursing home employer must provide the notice in the language requested by the nursing home worker. The board must assist nursing home employers in translating the notice in the languages requested by their nursing home workers.

Subd. 2. **Minimum content and posting requirements.** The board must adopt rules under section 14.389 specifying the minimum content and posting requirements for the notices required in subdivision 1. The board must make available to nursing home employers a template or sample notice that satisfies the requirements of this section and rules adopted under this section.

History: *2023 c 53 art 3 s 7*

181.216 RETALIATION PROHIBITED.

(a) A nursing home employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against a nursing home worker because the person has exercised or attempted to exercise rights protected under sections 181.211 to 181.217, including but not limited to:

(1) exercising any right afforded to the nursing home worker under sections 181.211 to 181.217;

(2) participating in any process or proceeding under sections 181.211 to 181.217, including but not limited to board hearings, board or department investigations, or other related proceedings; or

(3) attending or participating in the training required by section 181.214.

(b) It shall be unlawful for an employer to:

(1) inform another employer that a nursing home worker or former nursing home worker has engaged in activities protected under sections 181.211 to 181.217; or

(2) report or threaten to report the actual or suspected citizenship or immigration status of a nursing home worker, former nursing home worker, or family member of a nursing home worker to a federal, state, or local agency for exercising or attempting to exercise any right protected under sections 181.211 to 181.217.

(c) A person found to have experienced retaliation in violation of this section shall be entitled to back pay and reinstatement to the person's previous position, wages, benefits, hours, and other conditions of employment.

History: *2023 c 53 art 3 s 8*

181.217 ENFORCEMENT.

Subdivision 1. **Minimum nursing home employment standards.** Except as provided in section 181.213, subdivision 4, paragraph (b) or (c), the minimum wages and other compensation established by the board in rule as minimum nursing home employment standards shall be the minimum wages and other compensation for nursing home workers or a subgroup of nursing home workers as a matter of state law. Except as provided in section 181.213, subdivision 4, paragraph (b) or (c), it shall be unlawful for a nursing home employer to employ a nursing home worker for lower wages or other compensation than that established as the minimum nursing home employment standards.

Subd. 2. **Investigations.** The commissioner may investigate possible violations of sections 181.214 to 181.217 or of the minimum nursing home employment standards established by the board whenever it has cause to believe that a violation has occurred, either on the basis of a report of a suspected violation or on the basis of any other credible information, including violations found during the course of an investigation.

Subd. 3. **Civil action by nursing home worker.** (a) One or more nursing home workers may bring a civil action in district court seeking redress for violations of sections 181.211 to 181.217 or of any applicable minimum nursing home employment standards or local minimum nursing home employment standards. Such an action may be filed in the district court of the county where a violation or violations are alleged to have been committed or where the nursing home employer resides, or in any other court of competent jurisdiction, and may represent a class of similarly situated nursing home workers.

(b) Upon a finding of one or more violations, a nursing home employer shall be liable to each nursing home worker for the full amount of the wages, benefits, and overtime compensation, less any amount the nursing home employer is able to establish was actually paid to each nursing home worker, and for an additional equal amount as liquidated damages. In an action under this subdivision, nursing home workers may seek damages and other appropriate relief provided by section 177.27, subdivision 7, or otherwise provided by law, including reasonable costs, disbursements, witness fees, and attorney fees. A court may also issue an order requiring compliance with sections 181.211 to 181.217 or with the applicable minimum nursing home employment standards or local minimum nursing home employment standards. A nursing home worker found to have experienced retaliation in violation of section 181.216 shall be entitled to back pay and reinstatement to the worker's previous position, wages, benefits, hours, and other conditions of employment.

(c) An agreement between a nursing home employer and nursing home worker or labor union that fails to meet the minimum standards and requirements in sections 181.211 to 181.217 or established by the board is not a defense to an action brought under this subdivision.

History: *2023 c 53 art 3 s 9*

181.22 [Repealed, 1974 c 432 s 13]

181.23 [Repealed, 1974 c 432 s 13]

181.24 [Repealed, 1974 c 432 s 13]

181.25 [Repealed, 1974 c 432 s 13]

181.26 [Repealed, 1974 c 432 s 13]

181.27 [Repealed, 1974 c 432 s 13]

NURSES' OVERTIME

181.275 REGULATING NURSES' OVERTIME.

Subdivision 1. **Definitions.** For purposes of this section, the following terms have the meanings given them:

(1) "emergency" means a period when replacement staff are not able to report for duty for the next shift or increased patient need, because of unusual, unpredictable, or unforeseen circumstances such as, but not limited to, an act of terrorism, a disease outbreak, adverse weather conditions, or natural disasters which impact continuity of patient care;

(2) "normal work period" means 12 or fewer consecutive hours consistent with a predetermined work shift;

(3) "nurse" has the meaning given in section 148.171, subdivision 9, and includes nurses employed by the state of Minnesota; and

(4) "taking action against" means discharging; disciplining; penalizing; interfering with; threatening; restraining; coercing; reporting to the Board of Nursing; or otherwise retaliating or discriminating against regarding compensation, terms, conditions, location, or privileges of employment.

Subd. 2. **Prohibited actions.** Except as provided in subdivision 3, a hospital or other entity licensed under sections 144.50 to 144.58, and its agent, or other health care facility licensed by the commissioner of health, and the facility's agent, is prohibited from taking action against a nurse solely on the grounds that the nurse fails to accept an assignment of additional consecutive hours at the facility in excess of a normal work period, if the nurse declines to work additional hours because doing so may, in the nurse's judgment, jeopardize patient safety. This subdivision does not apply to a nursing facility, an intermediate care facility for persons with developmental disabilities, a licensed boarding care facility, or a housing with services establishment.

Subd. 2a. **State nurses.** Subdivision 2 applies to a nurse employed by the state of Minnesota regardless of the type of facility in which the nurse is employed and regardless of the facility's license, if the nurse is involved in resident or patient care.

Subd. 2b. MS 2007 Supp [Expired]

Subd. 2c. **Collective bargaining rights.** This section does not diminish or impair the rights of a person under any collective bargaining agreement.

Subd. 3. **Emergency.** Notwithstanding subdivision 2, a nurse may be scheduled for duty or required to continue on duty for more than one normal work period in an emergency.

Subd. 4. **Exception.** Section 645.241 does not apply to violations of this section.

History: *2002 c 272 s 3; 2005 c 56 s 1; 2007 c 46 s 2-5; 2023 c 53 art 11 s 24*

181.28 [Repealed, 2014 c 227 art 1 s 23]

181.29 [Repealed, 2014 c 227 art 1 s 23]

181.30 [Repealed, 2014 c 227 art 1 s 23]

181.31 [Repealed, 1974 c 432 s 13]

181.32 [Repealed, 1974 c 432 s 13]

181.33 [Repealed, 1974 c 432 s 13]

181.34 [Repealed, 1974 c 432 s 13]

181.35 [Repealed, 1974 c 432 s 13]

181.36 [Repealed, 1974 c 432 s 13]

181.37 [Repealed, 1974 c 432 s 13]

181.38 [Repealed, 1974 c 432 s 13]

181.39 [Repealed, 1974 c 432 s 13]

181.40 [Repealed, 1974 c 432 s 13]

181.41 [Repealed, 1974 c 432 s 13]

181.42 [Repealed, 1974 c 432 s 13]

181.43 [Repealed, 1974 c 432 s 13]

181.44 [Repealed, 1974 c 432 s 13]

181.45 [Repealed, 1974 c 432 s 13]

181.46 [Repealed, 1974 c 432 s 13]

181.47 [Repealed, 1974 c 432 s 13]

181.48 [Repealed, 1974 c 432 s 13]

181.49 [Repealed, 1974 c 432 s 13]

181.50 [Repealed, 1974 c 432 s 13]

181.51 [Repealed, 1974 c 432 s 13]

INTERFERENCE WITH EMPLOYMENT

181.52 INTERFERENCE WITH EMPLOYMENT.

No individual, corporation, member of any firm, or any agent, officer, or employee of any of them, shall contrive or conspire to prevent any person from obtaining or holding any employment, or discharge, or procure or attempt to procure the discharge of, any person from employment, by reason of the person having engaged in a strike.

History: *(4201) RL s 1822; 1986 c 444*

CONDITIONS PRECEDENT

181.53 CONDITIONS PRECEDENT TO EMPLOYMENT NOT REQUIRED.

No person, whether acting directly or through an agent, or as the agent or employee of another, shall require as a condition precedent to employment any written statement as to the participation of the applicant in a strike, or as to a personal record, for more than one year immediately preceding the date of application; nor shall any person, acting in any of these capacities, use or require blanks or forms of application for employment in contravention of this section. Nothing in this section precludes an employer from requesting or considering an applicant's criminal history pursuant to section 364.021 or other applicable law.

History: *(4202) RL s 1823; 1986 c 444; 2013 c 61 s 1*

181.531 EMPLOYER-SPONSORED MEETINGS OR COMMUNICATION.

Subdivision 1. **Prohibition.** An employer or the employer's agent, representative, or designee must not discharge, discipline, or otherwise penalize or threaten to discharge, discipline, or otherwise penalize or take any adverse employment action against an employee:

(1) because the employee declines to attend or participate in an employer-sponsored meeting or declines to receive or listen to communications from the employer or the agent, representative, or designee of the employer if the meeting or communication is to communicate the opinion of the employer about religious or political matters;

(2) as a means of inducing an employee to attend or participate in meetings or receive or listen to communications described in clause (1); or

(3) because the employee, or a person acting on behalf of the employee, makes a good-faith report, orally or in writing, of a violation or a suspected violation of this section.

Subd. 2. **Remedies.** An aggrieved employee may bring a civil action to enforce this section no later than 90 days after the date of the alleged violation in the district court where the violation is alleged to have occurred or where the principal office of the employer is located. The court may award a prevailing employee all appropriate relief, including injunctive relief, reinstatement to the employee's former position or an equivalent position, back pay and reestablishment of any employee benefits, including seniority, to which the employee would otherwise have been eligible if the violation had not occurred and any other appropriate relief as deemed necessary by the court to make the employee whole. The court shall award a prevailing employee reasonable attorney fees and costs.

Subd. 3. **Notice.** Within 30 days of August 1, 2023, an employer subject to this section shall post and keep posted, a notice of employee rights under this section where employee notices are customarily placed.

Subd. 4. **Scope.** This section does not:

(1) prohibit communications of information that the employer is required by law to communicate, but only to the extent of the lawful requirement;

(2) limit the rights of an employer or its agent, representative, or designee to conduct meetings involving religious or political matters so long as attendance is wholly voluntary or to engage in communications so long as receipt or listening is wholly voluntary; or

(3) limit the rights of an employer or its agent, representative, or designee from communicating to its employees any information, or requiring employee attendance at meetings and other events, that is necessary for the employees to perform their lawfully required job duties.

Subd. 5. **Definitions.** For the purposes of this section:

(1) "political matters" means matters relating to elections for political office, political parties, proposals to change legislation, proposals to change regulations, proposals to change public policy, and the decision to join or support any political party or political, civic, community, fraternal, or labor organization; and

(2) "religious matters" means matters relating to religious belief, affiliation, and practice and the decision to join or support any religious organization or association.

History: *2023 c 53 art 11 s 25*

RESERVES OR NATIONAL GUARD STATUS

181.535 ARMED FORCES RESERVES OR NATIONAL GUARD STATUS.

(a) No person, whether acting directly or through an agent or as the agent or employee of another, may, with intent to discriminate:

(1) ask a person seeking employment with that person or the employer represented by that person whether the person seeking employment is a member of the National Guard or a reserve component of the United States armed forces; or

(2) require the person seeking employment to make any oral or written statement concerning National Guard or reserve status as a condition precedent to employment.

(b) The adjutant general and the commissioner of veterans affairs shall use reasonable means to publicize this section. This section does not apply to public employers asking a question or requesting a statement for the purpose of determining whether a veterans preference applies.

(c) Section 645.241 does not apply to this section.

History: *2004 c 256 art 1 s 2*

181.536 POSTING OF VETERANS' BENEFITS AND SERVICES.

Subdivision 1. **Poster creation; content.** (a) The commissioner shall consult with the commissioner of veterans affairs to create and distribute a veterans' benefits and services poster.

(b) The poster must, at a minimum, include information regarding the following benefits and services available to veterans:

(1) contact and website information for the Department of Veterans Affairs and the department's veterans' services program;

(2) substance use disorder and mental health treatment;

(3) educational, workforce, and training resources;

(4) tax benefits;

(5) Minnesota state veteran drivers' licenses and state identification cards;

(6) eligibility for unemployment insurance benefits under state and federal law;

(7) legal services; and

(8) contact information for the U.S. Department of Veterans Affairs Veterans Crisis Line.

(c) The commissioner must annually review the poster's content and update the poster to include the most current information available.

Subd. 2. **Mandatory posting.** Every employer in the state with more than 50 full-time equivalent employees shall display the poster created pursuant to this section in a conspicuous place accessible to employees in the workplace.

History: *2023 c 53 art 1 s 12*

SAFETY INSPECTIONS

181.54 COMMISSIONER OF HUMAN SERVICES, SAFETY INSPECTION WORK.

The commissioner of human services is hereby authorized and empowered to expend out of any relief funds available therefor such sums of money which in the commissioner's judgment may be necessary for safety inspection work required by law for the protection of employees engaged upon such state and federal projects as may be designated by the commissioner.

History: *(4202-1) 1935 c 233 s 1; 1939 c 431 art 7 s 2; 1953 c 593 s 2; 1984 c 654 art 5 s 58; 1986 c 444*

EMPLOYMENT CONTRACTS

181.55 WRITTEN STATEMENT TO EMPLOYEES BY EMPLOYERS.

When a contract of employment is consummated between an employer and an employee for work to be performed in this state, or for work to be performed in another state for an employer localized in this state, the employer shall give to the employee a written and signed agreement of hire, which shall clearly and plainly state:

(1) the date on which the agreement was entered into;

(2) the date on which the services of the employee are to begin;

(3) the rate of pay per unit of time, or of commission, or by the piece, so that wages due may be readily computed;

(4) the number of hours a day which shall constitute a regular day's work, and whether or not additional hours the employee is required to work shall constitute overtime and be paid for, and, if so, the rate of pay for overtime work; and

(5) a statement of any special responsibility undertaken by the employee, not forbidden by law, which, if not properly performed by the employee, will entitle the employer to make deductions from the wages of the employee, and the terms upon which such deductions may be made.

History: *(4126-11) 1933 c 250 s 1*

181.56 NO STATEMENT GIVEN; BURDEN OF PROOF.

Where no such written agreement is entered into the burden of proof shall be upon the employer to establish the terms of the verbal agreement in case of a dispute with the employee as to its terms.

History: *(4126-12) 1933 c 250 s 2*

181.57 APPLICATION OF SECTIONS 181.55 AND 181.56.

Sections 181.55 and 181.56 shall not apply to farm labor, nor to casual employees temporarily employed, nor employers employing less than ten employees.

History: *(4126-13) 1933 c 250 s 3*

WAGES TO SURVIVING SPOUSE

181.58 SURVIVING SPOUSE PAID WAGES DUE.

For the purposes of this section the word "employer" includes every person, firm, partnership, corporation, the state of Minnesota, all political subdivisions, and all municipal corporations.

If, at the time of the death of any person, an employer is indebted to the person for work, labor, or services performed, and no personal representative of the person's estate has been appointed, such employer shall, upon the request of the surviving spouse, forthwith pay this indebtedness, in such an amount as may be due, not exceeding the sum of $10,000, to the surviving spouse. The employer may in the same manner provide for payment to the surviving spouse of accumulated credits under the vacation or overtime plan or system maintained by the employer. The employer shall require proof of claimant's relationship to decedent by affidavit, and require claimant to acknowledge receipt of such payment in writing. Any payments made by the employer pursuant to the provisions of this section shall operate as a full and complete discharge of the employer's indebtedness to the extent of the payment, and no employer shall thereafter be liable therefor to the decedent's estate or the decedent's personal representative thereafter appointed. Any amounts so received by a spouse shall be considered in diminution of the allowance to the spouse under section 524.2-403.

History: *1941 c 408 s 1; 1951 c 531 s 1; 1957 c 126 s 1; 1969 c 954 s 1; 1986 c 444; 1987 c 325 s 1; 1999 c 86 art 1 s 45*

PUBLIC CONTRACT REQUIREMENTS

181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED, OR COLOR PROHIBITED IN CONTRACT.

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

History: *1941 c 238; 1973 c 123 art 5 s 7; 1984 c 609 s 11*

COSTS FOR MEDICAL EXAMS AND ANY RECORDS

181.60 DEFINITIONS.

Subdivision 1. **Terms.** For the purposes of sections 181.60 to 181.62, unless a different meaning is indicated by the context, the terms defined in this section shall have the meanings given them.

Subd. 2. **Employer.** "Employer" means any individual, partnership, association, corporation, legal representative, trustee, receiver, trustee in bankruptcy, and any common carrier by rail, motor, water, air or express company doing business in or operating within the state.

Subd. 3. **Employee.** "Employee" means any person who may be permitted, required, or directed by any employer, as defined in subdivision 2, in consideration of direct or indirect gain or profit, to engage in any employment.

History: *1951 c 201 s 1*

181.61 MEDICAL EXAMINATION; RECORDS, COSTS.

It is unlawful for any employer to require any employee or applicant for employment to pay the cost of a medical examination or the cost of furnishing any records required by the employer as a condition of employment, except certificates of attending physicians in connection with the administration of an employee's pension and disability benefit plan or citizenship papers or birth records.

History: *1951 c 201 s 2; 1Sp2001 c 9 art 15 s 32*

181.62 VIOLATIONS.

Any employer who violates any of the provisions of sections 181.60 to 181.62 is guilty of a misdemeanor.

History: *1951 c 201 s 3*

SILICATE

181.63 SALE OR USE OF SILICATE, SILICA DUST, OR SILICON FLOUR FOR CERTAIN PURPOSES.

It shall be unlawful and a misdemeanor in the state of Minnesota to sell or use any materials used in a dry state for dusting the surface of molds to form a separation of the component parts of the mold which contain silicate, silica dust, or silica flour. It shall be the duty of the Department of Labor and Industry to see that the provisions of this section are enforced and to institute proceedings against any employer or other person who shall violate its provisions.

History: *1953 c 484 s 1; Ex1967 c 1 s 6*

RECRUITMENT-RELATED ISSUES

181.635 RECRUITMENT; FOOD PROCESSING EMPLOYMENT.

Subdivision 1. **Definitions.** The definitions in this subdivision apply to this section.

(a) "Employer" means a person who employs another to perform a service for hire. Employer includes any agent or attorney of an employer who, for money or other valuable consideration paid or promised to be paid, performs any recruiting.

(b) "Person" means a corporation, partnership, limited liability company, limited liability partnership, association, individual, or group of persons.

(c) "Recruits" means to induce an individual, directly or through an agent, to relocate to Minnesota or within Minnesota to work in food processing by an offer of employment or of the possibility of employment.

(d) "Food processing" means canning, packing, or otherwise processing poultry or meat for consumption.

(e) "Terms and conditions of employment" means the following:

(1) nature of the work to be performed;

(2) wage rate, nature and amount of deductions for tools, clothing, supplies, or other items;

(3) anticipated hours of work per week, including overtime;

(4) anticipated slowdown or shutdown or if hours of work per week vary more than 25 percent from clause (3);

(5) duration of the work;

(6) workers' compensation coverage and name, address, and telephone number of insurer and Department of Labor and Industry;

(7) employee benefits available, including any health plans, sick leave, or paid vacation;

(8) transportation and relocation arrangements with allocation of costs between employer and employee;

(9) availability and description of housing and any costs to employee associated with housing; and

(10) any other item of value offered, and allocation of costs of item between employer and employee.

Subd. 2. **Recruiting; required disclosure.** (a) An employer shall provide written disclosure of the terms and conditions of employment to a person at the time it recruits the person to relocate to work in the food processing industry. The disclosure requirement does not apply to an exempt employee as defined in United States Code, title 29, section 213(a)(1). The disclosure must be written in English and Spanish, or English and another language if the person's preferred language is not English or Spanish, dated and signed by the employer and the person recruited, and maintained by the employer for three years. A copy of the signed and completed disclosure must be delivered immediately to the recruited person. The disclosure may not be construed as an employment contract.

(b) The requirements under this subdivision are in addition to the requirements under section 181.032.

Subd. 3. **Civil action.** A person injured by a violation of this section has a cause of action for damages for the greater of $1,000 per violation or twice their actual damages, plus costs and reasonable attorney's fees. A damage award shall be the greater of $1,400 or three times actual damages for a person injured by an intentional violation of this section.

Subd. 4. **Fine.** The Department of Labor and Industry shall fine an employer not less than $400 or more than $1,000 for each violation of this section. The fine shall be payable to the employee aggrieved.

Subd. 5. **Applicability.** A public agency providing employment services is not an employer under this section.

Subd. 6. **Standard disclosure form.** The Department of Labor and Industry shall provide a standard form for use at the employer's option in making the disclosure required in subdivision 2. The form shall be available in English and Spanish and additional languages upon request.

History: *1995 c 154 s 1; 2023 c 53 art 2 s 6-10*

181.64 FALSE STATEMENTS AS INDUCEMENT TO ENTERING EMPLOYMENT.

It shall be unlawful for any person, partnership, company, corporation, association, or organization of any kind, doing business in this state, directly or through any agent or attorney, to induce, influence, persuade, or engage any person to change from one place to another in this state, or to change from any place in any state, territory, or country to any place in this state, to work in any branch of labor through or by means of knowingly false representations, whether spoken, written, or advertised in printed form, concerning the kind or character of such work, the compensation therefor, the sanitary conditions relating to or surrounding it, or failure to state in any advertisement, proposal, or contract for the employment that there is a strike or lockout at the place of the proposed employment, when in fact such strike or lockout then actually exists in such employment at such place. Any such unlawful acts shall be deemed a false advertisement or misrepresentation for the purposes of this section and section 181.65.

History: *(10392) 1913 c 544 s 1; 1923 c 272 s 1*

181.645 EXPENSES FOR BACKGROUND CHECKS, TESTING, AND ORIENTATION.

Except as provided by section 123B.03 or as otherwise specifically provided by law, an employer, as defined in section 181.931, or a prospective employer may not require an employee or prospective employee

to pay for expenses incurred in criminal or background checks, credit checks, or orientation. An employer or prospective employer may not require an employee or prospective employee to pay for the expenses of training or testing that is required by federal or state law or is required by the employer for the employee to maintain the employee's current position, unless the training or testing is required to obtain or maintain a license, registration, or certification for the employee or prospective employee.

History: *2002 c 380 art 3 s 1*

181.65 PENALTIES.

Any person, firm, association, or corporation violating any provision of section 181.64 and this section shall be guilty of a misdemeanor. Any person who shall be influenced, induced, or persuaded to enter or change employment or change a place of employment through or by means of any of the things prohibited in section 181.64, shall have a right of action for the recovery of all damages sustained in consequence of the false or deceptive representations, false advertising, or false pretenses used to induce the person to enter into or change a place of employment, against any person, firm, association, or corporation directly or indirectly causing such damage; and, in addition to all such actual damages such person may have sustained, shall have the right to recover such reasonable attorney fees as the court shall fix, to be taxed as costs in any judgment recovered.

History: *(10393) 1913 c 544 s 2; 1923 c 272 s 2; 1986 c 444*

EQUAL PAY FOR EQUAL WORK LAW

181.66 EQUAL PAY FOR EQUAL WORK LAW; DEFINITIONS.

Subdivision 1. **Scope.** For the purpose of sections 181.66 to 181.71 the terms defined in this section have the meanings given them.

Subd. 2. **Employer.** "Employer" means any person employing one or more employees, but does not include the state or any municipal corporation or political subdivision of the state having in force a civil service system based on merit, or the federal government.

Subd. 3. **Employee.** "Employee" means an individual who, otherwise than as copartner of the employer or as an independent contractor, renders personal service wholly or partly in this state to an employer who pays or agrees to pay such individual at a fixed rate. However, where services are rendered only partly in this state, an individual is not an employee unless a contract of employment has been entered into, or payments thereunder are ordinarily made or to be made within this state.

Subd. 4. **Wages.** "Wages" means all compensation for performance of services by an employee for an employer whether paid by the employer or another person including cash value of all compensation paid in any medium other than cash.

Subd. 5. **Rate.** "Rate" with reference to wages means the basis of compensation for services by an employee for an employer and includes compensation based on the time spent in the performance of such services, or on the number of operations accomplished, or on the quantity produced or handled.

Subd. 6. **Unpaid wages.** "Unpaid wages" means the difference between the wages actually paid to an employee and the wages required under section 181.67 to be paid to such employee.

History: *1969 c 143 s 1; 1986 c 444*

181.67 WAGE DISCRIMINATION BASED ON SEX; PROTECTION OF EMPLOYEES INVOLVED IN PROCEEDING.

Subdivision 1. **General prohibition.** No employer shall discriminate between employees on the basis of sex by paying wages to employees at a rate less than the rate the employer pays to employees of the opposite sex for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions, except where such payment is made pursuant to a seniority system, a merit system, a system which measures earnings by quantity or quality of production, or a differential based on any other factor other than sex. Provided, that an employer who is paying a wage rate differential in violation of sections 181.66 to 181.71 shall not, in order to comply with the provisions of sections 181.66 to 181.71, reduce the wage rate of any employee.

Subd. 2. **Employees involved in proceeding.** No employer shall discriminate against any employee in regard to hire or tenure of employment or any term or condition of employment because the employee has filed a complaint in a proceeding under sections 181.66 to 181.71, or has testified, or is about to testify, in any investigation or proceedings pursuant to sections 181.66 to 181.71 or in a criminal action pursuant to sections 181.66 to 181.71.

History: *1969 c 143 s 2; 1986 c 444*

181.68 ACTIONS; LIMITATIONS, DAMAGES, ATTORNEY FEES, PARTIES, COMPROMISES.

Subdivision 1. **Right of action.** Any employee whose compensation is at a rate that is in violation of section 181.67 has a right of action against an employer for the recovery of the amount of the unpaid wages to which the employee is entitled for the one year period preceding the commencement of the action, and an amount up to the amount of these unpaid wages may be levied at the discretion of the court as exemplary damages.

Subd. 2. **Attorney fees.** In addition to any judgment awarded to the plaintiff, the court shall allow reasonable attorney fees to be taxed as costs.

Subd. 3. **Parties to action.** The action for the unpaid wages and liquidated damages may be maintained by one or more employees on behalf of themselves or other employees similarly situated.

Subd. 4. **Agreements for lesser compensation.** An agreement for compensation at a rate less than the rate to which an employee is entitled under sections 181.66 to 181.71 is not a defense to any such action.

History: *1969 c 143 s 3; 1986 c 444*

181.69 [Repealed, 1974 c 432 s 13]

181.70 VIOLATIONS.

A violation of sections 181.66 to 181.71 is a misdemeanor.

History: *1969 c 143 s 5*

181.71 CITATION.

Sections 181.66 to 181.71 may be cited as the Equal Pay for Equal Work Law.

History: *1969 c 143 s 6*

181.72 [Repealed, 1974 c 432 s 13]

CONSTRUCTION BIDS

181.721 CONSTRUCTION BID EQUITY.

Subdivision 1. **Workers' compensation and unemployment contribution costs.** A successful bidder on a project must provide coverage for workers' compensation and unemployment benefits for its employees required under chapters 176 and 268, respectively, and other state and federal laws.

Subd. 2. **Employee status.** Employee status shall be determined using the same tests and in the same manner as employee status is determined under the applicable workers' compensation and unemployment insurance program laws and rules.

Subd. 3. **Scope.** This section applies to any nonresidential project for the construction, repair, remodeling, alteration, conversion, modernization, improvement, rehabilitation, replacement, or renovation of a building or structure.

Subd. 4. **Civil remedy.** A person injured by a violation of subdivision 1 may bring an action for damages against the violator. There is a rebuttable presumption that a losing bidder on a project on which a violation of subdivision 1 has occurred has suffered damages in an amount equal to the profit it projected to make on its bid. The court may award attorney fees, costs, and disbursements to a party recovering under this subdivision.

Subd. 5. **Penalty.** In addition to any other penalties provided by law for the failure to obtain required workers' compensation coverage or the failure to make unemployment benefits contributions, a person violating subdivision 1 is guilty of a misdemeanor.

History: *1991 c 260 s 1; 1994 c 488 s 8; 1997 c 66 s 80; 1999 c 107 s 66; 2000 c 343 s 4*

MISREPRESENTATION OF EMPLOYMENT RELATIONSHIP

181.722 MISREPRESENTATION OF EMPLOYMENT RELATIONSHIP PROHIBITED.

Subdivision 1. **Prohibition.** No employer shall misrepresent the nature of its employment relationship with its employees to any federal, state, or local government unit; to other employers; or to its employees. An employer misrepresents the nature of its employment relationship with its employees if it makes any statement regarding the nature of the relationship that the employer knows or has reason to know is untrue and if it fails to report individuals as employees when legally required to do so.

Subd. 2. **Agreements to misclassify prohibited.** No employer shall require or request any employee to enter into any agreement, or sign any document, that results in misclassification of the employee as an independent contractor or otherwise does not accurately reflect the employment relationship with the employer.

Subd. 3. **Determination of employment relationship.** For purposes of this section, the nature of an employment relationship is determined using the same tests and in the same manner as employee status is determined under the applicable workers' compensation and unemployment insurance program laws and rules.

Subd. 4. **Civil remedy.** A construction worker, as defined in section 179.254, who is not an independent contractor and has been injured by a violation of this section, may bring a civil action for damages against the violator. If the construction worker injured is an employee of the violator of this section, the employee's representative, as defined in section 179.01, subdivision 5, may bring a civil action for damages against the

violator on behalf of the employee. The court may award attorney fees, costs, and disbursements to a construction worker recovering under this section.

Subd. 5. **Reporting of violations.** Any court finding that a violation of this section has occurred shall transmit a copy of its findings of fact and conclusions of law to the commissioner of labor and industry. The commissioner of labor and industry shall report the finding to relevant state and federal agencies, including the commissioner of commerce, the commissioner of employment and economic development, the commissioner of revenue, the federal Internal Revenue Service, and the United States Department of Labor.

History: *1Sp2005 c 1 art 4 s 41*

INDEPENDENT CONTRACTORS

181.723 CONSTRUCTION CONTRACTORS.

Subdivision 1. **Definitions.** The definitions in this subdivision apply to this section.

(a) "Person" means any individual, limited liability company, limited liability partnership, corporation, partnership, incorporated or unincorporated association, sole proprietorship, joint stock company, or any other legal or commercial entity.

(b) "Department" means the Department of Labor and Industry.

(c) "Commissioner" means the commissioner of labor and industry or a duly designated representative of the commissioner who is either an employee of the Department of Labor and Industry or person working under contract with the Department of Labor and Industry.

(d) "Individual" means a human being.

(e) "Day" means calendar day unless otherwise provided.

(f) "Knowingly" means knew or could have known with the exercise of reasonable diligence.

(g) "Business entity" means a person other than an individual or a sole proprietor.

Subd. 2. **Limited application.** This section only applies to individuals performing public or private sector commercial or residential building construction or improvement services. Building construction and improvement services do not include (1) the manufacture, supply, or sale of products, materials, or merchandise; (2) landscaping services for the maintenance or removal of existing plants, shrubs, trees, and other vegetation, whether or not the services are provided as part of a contract for the building construction or improvement services; and (3) all other landscaping services, unless the other landscaping services are provided as part of a contract for the building construction or improvement services.

Subd. 3. **Employee-employer relationship.** Except as provided in subdivision 4, for purposes of chapters 176, 177, 181A, 182, and 268, as of January 1, 2009, an individual who performs services for a person that are in the course of the person's trade, business, profession, or occupation is an employee of that person and that person is an employer of the individual.

Subd. 4. **Independent contractor.** (a) An individual is an independent contractor and not an employee of the person for whom the individual is performing services in the course of the person's trade, business, profession, or occupation only if the individual:

(1) maintains a separate business with the individual's own office, equipment, materials, and other facilities;

(2)(i) holds or has applied for a federal employer identification number or (ii) has filed business or self-employment income tax returns with the federal Internal Revenue Service if the individual has performed services in the previous year;

(3) is operating under contract to perform the specific services for the person for specific amounts of money and under which the individual controls the means of performing the services;

(4) is incurring the main expenses related to the services that the individual is performing for the person under the contract;

(5) is responsible for the satisfactory completion of the services that the individual has contracted to perform for the person and is liable for a failure to complete the services;

(6) receives compensation from the person for the services performed under the contract on a commission or per-job or competitive bid basis and not on any other basis;

(7) may realize a profit or suffer a loss under the contract to perform services for the person;

(8) has continuing or recurring business liabilities or obligations; and

(9) the success or failure of the individual's business depends on the relationship of business receipts to expenditures.

An individual who is not registered, if required by section 326B.701, is presumed to be an employee of a person for whom the individual performs services in the course of the person's trade, business, profession, or occupation. The person for whom the services were performed may rebut this presumption by showing that the unregistered individual met all nine factors in this paragraph at the time the services were performed.

(b) If an individual is an owner or partial owner of a business entity, the individual is an employee of the person for whom the individual is performing services in the course of the person's trade, business, profession, or occupation, and is not an employee of the business entity in which the individual has an ownership interest, unless:

(1) the business entity meets the nine factors in paragraph (a);

(2) invoices and payments are in the name of the business entity; and

(3) the business entity is registered with the secretary of state, if required.

If the business entity in which the individual has an ownership interest is not registered, if required by section 326B.701, the individual is presumed to be an employee of a person for whom the individual performs services and not an employee of the business entity in which the individual has an ownership interest. The person for whom the services were performed may rebut the presumption by showing that the business entity met the requirements of clauses (1) to (3) at the time the services were performed.

Subd. 4a. MS 2012 [Renumbered 326B.701, subd 2]

Subd. 5. MS 2012 [Renumbered 326B.701, subd 3]

Subd. 5a. MS 2012 [Renumbered 326B.701, subd 4]

Subd. 6. [Repealed, 2012 c 295 art 2 s 13]

Subd. 7. **Prohibited activities related to independent contractor status.** (a) The prohibited activities in this subdivision are in addition to those prohibited in sections 326B.081 to 326B.085.

(b) An individual shall not hold himself or herself out as an independent contractor unless the individual meets the requirements of subdivision 4.

(c) A person who provides construction services in the course of the person's trade, business, occupation, or profession shall not:

(1) require an individual through coercion, misrepresentation, or fraudulent means to adopt independent contractor status or form a business entity;

(2) knowingly misrepresent or misclassify an individual as an independent contractor.

Subd. 7a. MS 2012 [Renumbered 326B.701, subd 5]

Subd. 8. [Repealed, 2012 c 295 art 2 s 13]

Subd. 8a. MS 2012 [Renumbered 326B.701, subd 6]

Subd. 9. [Repealed, 2012 c 295 art 2 s 13]

Subd. 10. [Repealed, 2012 c 295 art 2 s 13]

Subd. 10a. MS 2012 [Renumbered 326B.701, subd 7]

Subd. 11. [Repealed, 2012 c 295 art 2 s 13]

Subd. 12. [Repealed, 2012 c 295 art 2 s 13]

Subd. 13. **Rulemaking.** The commissioner may, in consultation with the commissioner of revenue and the commissioner of employment and economic development, adopt, amend, suspend, and repeal rules under the rulemaking provisions of chapter 14 that relate to the commissioner's responsibilities under this section. This subdivision is effective May 26, 2007.

Subd. 14. [Repealed, 2012 c 295 art 2 s 13]

Subd. 15. **Notice and review by commissioners of revenue and employment and economic development.** When the commissioner has reason to believe that a person has violated subdivision 7, paragraph (b); or (c), clause (1) or (2), the commissioner must notify the commissioner of revenue and the commissioner of employment and economic development. Upon receipt of notification from the commissioner, the commissioner of revenue must review the information returns required under section 6041A of the Internal Revenue Code. The commissioner of revenue shall also review the submitted certification that is applicable to returns audited or investigated under section 289A.35.

Subd. 16. MS 2012 [Renumbered 326B.701, subd 8]

Subd. 17. [Repealed, 2012 c 295 art 2 s 13]

History: *2007 c 135 art 3 s 15; 2007 c 140 art 8 s 30; art 13 s 4; 2008 c 337 s 2; 2009 c 78 art 6 s 17; 2010 c 347 art 3 s 1; 1Sp2011 c 4 art 3 s 1; 2012 c 295 art 2 s 1-10; 2014 c 305 s 13-17,31*

BENEFIT ISSUES

181.73 MIGRANT LABOR; HEALTH INSURANCE.

Subdivision 1. **Health insurance requirement.** Any person, association, organization, or other group employing five or more persons, full time, part time or otherwise, who come within the definition of recruited migrant laborers as hereafter defined and who are employed or are recruited to be employed in the processing of agricultural produce other than as field labor, shall provide at its expense health care insurance during the period of employment or for illness or injury incurred while employed. Such health care insurance shall be in accordance with such rules as the commissioner of labor and industry may prescribe by rule for each such recruited migrant laborer who is not a resident of Minnesota and who does not have health care insurance meeting the requirements of the rules promulgated by the commissioner of labor and industry.

Subd. 2. **Exception.** No such insurance need be purchased for any employee performing exclusively agricultural labor as defined by section 3121(g) of the Internal Revenue Code of 1954.

Subd. 3. **Recruited migrant laborer defined.** For the purposes of this section, a recruited migrant laborer is a migrant laborer who is offered some type of housing or transportation expense by an employer as an inducement to employment or anticipated employment.

History: *1971 c 752 s 1; 1973 c 254 s 3; 1977 c 430 s 25 subd 1; 1985 c 248 s 70; 1Sp1985 c 14 art 9 s 75; 1986 c 444; 1994 c 483 s 1; 2004 c 206 s 30*

181.74 FAILURE OF EMPLOYER TO PAY BENEFITS OR WAGE SUPPLEMENTS, PENALTY.

Subdivision 1. **Gross misdemeanor.** Any employer required under the provisions of an agreement to which the employer is a party to pay or provide benefits or wage supplements to employees or to a third party or fund for the benefit of employees, and who refuses to pay the amount or amounts necessary to provide such benefits or furnish such supplements within 30 days after such payments are required to be made under law or under agreement, is guilty of a gross misdemeanor. If such employer is a corporation, any officer who intentionally violates the provisions of this section shall be guilty of a gross misdemeanor. The institution of bankruptcy proceedings according to law shall be a defense to any criminal action under this section.

Subd. 2. **Benefits or wage supplements defined.** As used in this section, the term "benefits or wage supplements" includes, but is not limited to, reimbursement for expenses; health, welfare, and retirement benefits; and vacation, separation or holiday pay.

History: *1973 c 602 s 1; 1986 c 444; 2005 c 127 s 2*

POLYGRAPH TESTS

181.75 POLYGRAPH TESTS OF EMPLOYEES OR PROSPECTIVE EMPLOYEES PROHIBITED.

Subdivision 1. **Prohibition, penalty.** No employer or agent thereof shall directly or indirectly solicit or require a polygraph, voice stress analysis, or any test purporting to test the honesty of any employee or prospective employee. No person shall sell to or interpret for an employer or the employer's agent a test that the person knows has been solicited or required by an employer or agent to test the honesty of an employee or prospective employee. An employer or agent or any person knowingly selling, administering, or interpreting tests in violation of this section is guilty of a misdemeanor. If an employee requests a polygraph test any employer or agent administering the test shall inform the employee that taking the test is voluntary.

Subd. 2. **Investigations.** The Department of Labor and Industry shall investigate suspected violations of this section. The department may refer any evidence available concerning violations of this section to the county attorney of the appropriate county, who may with or without such reference, institute the appropriate criminal proceedings under this section.

Subd. 3. **Injunctive relief.** In addition to the penalties provided by law for violation of this section, specifically and generally, whether or not injunctive relief is otherwise provided by law, the courts of this state are vested with jurisdiction to prevent and restrain violations of this section and to require the payment of civil penalties. Whenever it shall appear to the satisfaction of the attorney general that this section has been or is being violated, the attorney general shall be entitled, on behalf of the state, to sue for and have injunctive relief in any court of competent jurisdiction against any such violation or threatened violation without abridging other penalties provided by law.

Subd. 4. **Individual remedies.** In addition to the remedies otherwise provided by law, any person injured by a violation of this section may bring a civil action to recover any and all damages recoverable at law, together with costs and disbursements, including costs of investigation and reasonable attorney's fees, and receive other equitable relief as determined by the court. The court may, as appropriate, enter a consent judgment or decree without a finding of illegality.

History: *1973 c 667 s 1; 1976 c 256 s 1; 1986 c 444*

181.76 DISCLOSURE OF LIE DETECTOR TESTS PROHIBITED.

No person shall disclose that another person has taken a polygraph or any test purporting to test honesty or the results of that test except to the individual tested. If such a test is given after August 1, 1973 and at the employee's request, the results may be given only to persons authorized by the employee to receive the results. A person who violates this section is guilty of a misdemeanor.

History: *1973 c 667 s 2*

181.77 [Repealed, 1976 c 256 s 2]

INVENTIONS

181.78 AGREEMENTS; TERMS RELATING TO INVENTIONS.

Subdivision 1. **Inventions not related to employment.** Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer shall not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (1) which does not relate (a) directly to the business of the employer or (b) to the employer's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

Subd. 2. **Effect of subdivision 1.** No employer shall require a provision made void and unenforceable by subdivision 1 as a condition of employment or continuing employment.

Subd. 3. **Notice to employee.** If an employment agreement entered into after August 1, 1977 contains a provision requiring the employee to assign or offer to assign any of the employee's rights in any invention to an employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility

or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (1) which does not relate (a) directly to the business of the employer or (b) to the employer's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the employee for the employer.

History: *1977 c 47 s 1; 1986 c 444*

WAGE DEDUCTIONS

181.79 WAGES DEDUCTIONS FOR FAULTY WORKMANSHIP, LOSS, THEFT, OR DAMAGE.

Subdivision 1. **Deduction requirements.** (a) No employer shall make any deduction, directly or indirectly, from the wages due or earned by any employee, who is not an independent contractor, for lost or stolen property, damage to property, or to recover any other claimed indebtedness running from employee to employer, unless the employee, after the loss has occurred or the claimed indebtedness has arisen, voluntarily authorizes the employer in writing to make the deduction or unless the employee is held liable in a court of competent jurisdiction for the loss or indebtedness. Such authorization shall not be admissible as evidence in any civil or criminal proceeding. Any authorization for a deduction shall set forth the amount to be deducted from the employee's wages during each pay period.

(b) A deduction may not be in excess of the amount established by law as subject to garnishment or execution on wages.

(c) Any agreement entered into between an employer and an employee contrary to this section shall be void. This section shall not apply to the following:

(1) in cases where a contrary provision in a collective bargaining agreement exists;

(2) any rules established by an employer for employees who are commissioned salespeople, where the rules are used for purposes of discipline, by fine or otherwise, in cases where errors or omissions in performing their duties exist; or

(3) in cases where an employee, prior to making a purchase or loan from the employer, voluntarily authorizes in writing that the cost of the purchase or loan shall be deducted from the employee's wages, at regular intervals or upon termination of employment.

Subd. 2. **Violations by employer.** An employer who violates the provisions of this section shall be liable in a civil action brought by the employee for twice the amount of the deduction or credit taken.

History: *1977 c 227 s 1; 1978 c 588 s 1; 1Sp1985 c 13 s 293; 1986 c 444*

UNION NOTICE

181.80 UNION NOTICE OF INJURY OR DEATH.

If a work-related death or work-related injury which requires a report to the commissioner of labor and industry in accordance with section 176.231, subdivision 1, occurs, a copy of the report shall be mailed by the employer to the employee's local union at the local union office within 48 hours after the employer receives notice of the occurrence.

History: *1977 c 230 s 1*

MANDATORY RETIREMENT

181.81 DISMISSAL FOR AGE; PROHIBITION; EXCEPTIONS; REMEDIES.

Subdivision 1. **Restriction on mandatory retirement age.** (a) It is unlawful for any private sector employer to refuse to hire or employ, or to discharge, dismiss, reduce in grade or position, or demote any individual on the grounds that the individual has reached an age of less than 70, except in cases where federal statutes or rules or other state statutes, not including special laws compel or specifically authorize such action. Nothing in this section shall prohibit compulsory retirement of employees who have attained 70 years of age or more; provided further that nothing in this section shall prohibit compulsory retirement of an employee who has attained at least 65 years of age and who for the two-year period immediately before retirement is employed in an executive or a high policy-making position if that employee is entitled to an immediate nonforfeitable annual retirement benefit from a pension, profit sharing, savings or deferred compensation plan of an employer, or any combination of these benefits which totals in the aggregate at least $27,000. If the retirement benefit is in a form other than a straight life annuity, the equivalent annualized payment value of the benefit shall be actuarially determined according to rules promulgated by the commissioner of labor and industry. Pilots and flight crew members shall not be subject to the provisions of this section or section 363A.20, subdivision 9, but shall be retired from this employment pursuant to standards contained in regulations promulgated by the Federal Aviation Administration for airline pilots and flight officers and are subject to the bona fide occupational requirements for these employees as promulgated by the Federal Aviation Administration.

(b) Every employer shall post in a conspicuous place a notice written or approved by the commissioner of labor and industry stating that the mandatory retirement age is age 70. Employment shall continue for as long as the employee desires or until the employer demonstrates that the employee no longer can meet the bona fide requirements, consistently applied, for the job or position or until the employee reaches the compulsory retirement age established by the employer. When an employer intends to terminate an employee who is 65 years of age or older earlier than age 70 on the ground that the employee no longer can meet the bona fide requirements for the job or position the employer shall give the employee 30 days' notice of that intention.

(c) If there exists a date on which the accrual of pension benefits or credits, or the contributions therefor by the employee or the employer, or the employee's employment related health and welfare benefits or insurance coverages are diminished or eliminated by virtue of the employee attaining a certain age, the employer shall notify the employee of the changes at least 90 but not more than 120 days prior to the effective date of the change. This section, in and of itself, shall not be construed to require any change in the employer contribution levels of any pension or retirement plan, or to require any employer to increase an employer's or employee's payments for the provision of insurance benefits contained in any employee benefit or insurance plan.

(d) The definitions of "employer" and "employee" in section 363A.03 apply to this section.

Subd. 2. **Advice; actions.** (a) The commissioner of labor and industry shall advise any inquiring parties, employee or employer, of their rights and duties under this section and to the extent practicable their rights and duties under any applicable provisions of law governing retirement or other benefits. Further, the commissioner may attempt to conciliate any disputes between employees and employers over the application of or alleged violations of this section.

(b) Any party aggrieved by a violation of this section may bring suit for redress in the district court wherein the violation occurred or in the district court wherein the employer is located. If a violation is found

the court in granting relief may enjoin further violations and may include in its award reinstatement or compensation for any period of unemployment resulting from the violation together with actual and reasonable attorney fees, and other costs incurred by the plaintiff.

(c) When an action is commenced alleging a violation of this section the plaintiff may in the same action allege a violation of chapter 363A, and seek relief under that chapter if all the procedural requirements of chapter 363A have been met. Alternatively, when a charge is filed or an action commenced alleging a violation of chapter 363A, the plaintiff may in the same action allege a violation of this section and seek relief under this section. In either case, when determining whether or not a violation of chapter 363A, has occurred the court shall incorporate the substantive requirements of this section into any duties and rights specified by chapter 363A.

History: *1978 c 649 s 2; 1979 c 40 s 3; 1986 c 444; 1987 c 282 s 1; 1987 c 284 art 2 s 3; 2003 c 46 s 1*

181.811 [Repealed, 2003 c 46 s 2]

181.812 RULES.

The commissioner may promulgate rules which are deemed necessary to carry out the provisions of section 181.81.

History: *1979 c 40 s 5*

BENEFITS

181.82 BENEFITS BASED ON JOB PERFORMANCE PROHIBITED.

No employer may terminate or threaten to terminate:

(1) group accident and health insurance coverage;

(2) group life insurance coverage; or

(3) pension benefits

for an employee, including a commissioned agent, based on the employee's job performance unless the employer has first given the employee the opportunity to continue coverage by making the same contribution the employer would have to make to continue coverage for the employee.

History: *1978 c 697 s 1*

CORN DETASSELERS

181.83 CORN DETASSELERS; TERMINATION OF EMPLOYMENT.

Upon termination by the employer of employment to perform corn detasseling, or injury to, or illness of the employee, the employer shall provide transportation to the terminated, injured or ill individual from the place of work to the location at which the employee was picked up on the day of termination, injury or illness. The employer shall pay a terminated, injured or ill individual at the individual's usual rate of pay

during the time period between when the individual was terminated, injured or became ill, and when the employer returned the individual to the location at which the employee was picked up.

History: *1978 c 731 s 2; 1986 c 444*

181.84 CORN DETASSELERS; WORK CONDITIONS.

Notwithstanding any state or federal statute or regulation authorizing sanitary conditions less favorable to the employee than the following requirement, every employer of corn detasselers shall provide a potable water supply in the field and which is easily accessible to all employees with materials or equipment so that the water may be easily drunk in a sanitary manner.

History: *1978 c 731 s 3*

MIGRANT LABOR

181.85 MIGRANT LABOR; DEFINITIONS.

Subdivision 1. **Generally.** For the purposes of sections 181.85 to 181.90, the terms defined in this section have the meanings given them.

Subd. 2. **Agricultural labor.** "Agricultural labor" means field labor associated with the cultivation and harvest of fruits and vegetables and work performed in processing fruits and vegetables for market, as well as labor performed in agriculture as defined in Minnesota Rules, part 5200.0260.

Subd. 3. **Migrant worker.** "Migrant worker" means an individual at least 17 years of age who travels more than 100 miles to Minnesota from some other state to perform seasonal agricultural labor in Minnesota.

Subd. 4. **Employer.** "Employer" means an individual, partnership, association, corporation, business trust, or any person or group of persons that employs, either directly or indirectly through a recruiter, one or more migrant workers in any calendar year.

Subd. 5. **Recruit.** "Recruit" means to induce an individual, directly or indirectly through an agent or recruiter, to travel to Minnesota to perform agricultural labor by an offer of employment or of the possibility of employment.

Subd. 6. **Recruiter.** "Recruiter" means an individual or person other than an employer that for a fee, either for itself or for another individual or person, solicits, hires, or furnishes migrant workers, excluding members of an individual recruiter's immediate family, for agricultural labor to be performed for an employer in this state. "Recruiter" does not include a public agency providing employment services.

History: *1981 c 212 s 1; 2023 c 53 art 2 s 11,12*

181.86 EMPLOYMENT STATEMENT.

Subdivision 1. **Terms.** (a) An employer that recruits a migrant worker shall provide the migrant worker, at the time the worker is recruited, with a written employment statement which shall state clearly and plainly, in English and Spanish, or English and another language if the worker's preferred language is not English or Spanish:

(1) the date on which and the place at which the statement was completed and provided to the migrant worker;

(2) the name and permanent address of the migrant worker, of the employer, and of the recruiter who recruited the migrant worker;

(3) the date on which the migrant worker is to arrive at the place of employment, the date on which employment is to begin, the approximate hours of employment, and the minimum period of employment;

(4) the crops and the operations on which the migrant worker will be employed;

(5) the wage rates to be paid;

(6) the payment terms, as provided in section 181.87;

(7) any deduction to be made from wages;

(8) whether housing will be provided; and

(9) when workers' compensation insurance coverage is required by chapter 176, the name of the employer's workers' compensation insurance carrier, the carrier's phone number, and the insurance policy number.

(b) The Department of Labor and Industry shall provide a standard employment statement form for use at the employer's option for providing the information required in subdivision 1. The form shall be available in English and Spanish and additional languages upon request.

(c) The requirements under this subdivision are in addition to the requirements under section 181.032.

Subd. 2. **Contract.** The employment statement is an enforceable contract between the migrant worker and the employer.

History: *1981 c 212 s 2; 2023 c 53 art 2 s 13*

181.87 PAYMENT TERMS.

Subdivision 1. **Entitled to payment.** Each migrant worker who is recruited by an employer is entitled to payment in accordance with this section.

Subd. 2. **Biweekly pay.** The employer shall pay wages due to the migrant worker at least every two weeks, except on termination, when the employer shall pay within three days unless payment is required sooner pursuant to section 181.13.

Subd. 3. **Guaranteed hours.** The employer shall guarantee to each recruited migrant worker a minimum of 70 hours pay for work in any two successive weeks and, should the pay for hours actually offered by the employer and worked by the migrant worker provide a sum of pay less than the minimum guarantee, the employer shall pay the migrant worker the difference within three days after the scheduled payday for the pay period involved. Payment for the guaranteed hours shall be at the hourly wage rate, if any, specified in the employment statement, or the federal, state, or local minimum wage, whichever is highest. Any pay in addition to the hourly wage rate specified in the employment statement shall be applied against the guarantee. This guarantee applies for the minimum period of employment specified in the employment statement beginning with the date on which employment is to begin as specified in the employment statement. The date on which employment is to begin may be changed by the employer by written, telephonic, or telegraphic notice to the migrant worker, at the worker's last known physical address or email address, no later than ten days prior to the previously stated beginning date. The migrant worker shall contact the recruiter to obtain the latest information regarding the date upon which employment is to begin no later than five days prior to the previously stated beginning date. This guarantee shall be reduced, when there is no work available

for a period of seven or more consecutive days during any two-week period subsequent to the commencement of work, by five hours pay for each such day, when the unavailability of work is caused by climatic conditions or an act of God, provided that the employer pays the migrant worker, on the normal payday, the sum of $50 for each such day.

Subd. 4. **Worker fired or quits.** If the migrant worker quits or is fired for cause prior to the completion of the operation for which hired, the migrant worker is entitled to no further guarantee under subdivision 3 from that employer. If the migrant worker quits or is fired for cause before the completion of a two-week pay period, the worker is entitled to no guarantee for that period.

Subd. 5. **Housing vacated.** The employer may require the migrant worker to vacate the provided housing on final payment of all wages.

Subd. 6. **Refusal to work; illness.** If on any day for which work is offered the migrant worker refuses or because of illness or disability is unable to perform work which is offered, the employer may reduce the guarantee available in the pay period by the number of hours of work actually offered by the employer that day.

Subd. 7. **Statement itemizing deductions from wages.** The employer shall provide a written statement at the time wages are paid clearly itemizing each deduction from wages. The written statement shall also comply with all other requirements for an earnings statement in section 181.032.

History: *1981 c 212 s 3; 1986 c 444; 2023 c 53 art 2 s 14-16*

181.88 RECORD KEEPING.

Every employer subject to the provisions of sections 181.85 to 181.90 shall maintain complete and accurate records for every individual migrant worker recruited by that employer as required by section 177.30 and shall also maintain the employment statements required under section 181.86 for a period of at least three years.

History: *1981 c 212 s 4; 2023 c 53 art 2 s 17*

181.89 CIVIL ACTIONS.

Subdivision 1. **May bring action.** Any migrant worker claiming to be aggrieved by a violation of sections 181.86 to 181.88 may bring a civil action for damages and injunctive relief against the worker's employer.

Subd. 2. **Judgment; damages.** If the court finds that any defendant has violated the provisions of sections 181.86 to 181.88, the court shall enter judgment for the actual damages incurred by the plaintiff or the appropriate penalty as provided by this subdivision, whichever is greater. The court may also award court costs and a reasonable attorney's fee. The penalties shall be as follows:

(1) whenever the court finds that an employer has violated the record-keeping requirements of section 181.88, $200;

(2) whenever the court finds that an employer has recruited a migrant worker without providing a written employment statement as provided in section 181.86, subdivision 1, $800;

(3) whenever the court finds that an employer has recruited a migrant worker after having provided a written employment statement, but finds that the employment statement fails to comply with the requirement of section 181.86, subdivision 1, or section 181.87, $800;

(4) whenever the court finds that an employer has failed to comply with the terms of an employment statement which the employer has provided to a migrant worker or has failed to comply with any payment term required by section 181.87, $1,600;

(5) whenever the court finds that an employer has failed to pay wages to a migrant worker within a time period set forth in section 181.87, subdivision 2 or 3, $1,600; and

(6) whenever penalties are awarded, they shall be awarded severally in favor of each migrant worker plaintiff and against each defendant found liable.

Subd. 3. **Enforcement.** In addition to any other remedies available, the commissioner may assess the penalties in subdivision 2 and provide the penalty to the migrant worker aggrieved by the employer's noncompliance.

History: *1981 c 212 s 5; 1986 c 444; 2005 c 127 s 3; 2023 c 53 art 2 s 18,19*

181.90 USE WAGNER-PEYSER SYSTEM.

An employer who uses the federal work clearance order system under the Wagner-Peyser Act of 1933, Statutes at Large, volume 48, page 113, as amended, is deemed to recruit the migrant workers who are thereby induced to travel to Minnesota to perform agricultural labor. The provisions of sections 181.85 to 181.89 shall not be construed to prohibit the use of the work clearance order system by an employer who recruits migrant workers, but use of the federal work clearance order system by an employer shall not excuse the employer from compliance with sections 181.85 to 181.89.

History: *1981 c 212 s 6*

181.91 PRESERVATION OF EXISTING REMEDIES.

The remedies provided in sections 181.85 to 181.90 are not exclusive, but are in addition to remedies provided in other law.

History: *1981 c 212 s 7*

ADOPTIVE PARENT LEAVE

181.92 LEAVES FOR ADOPTIVE PARENTS.

An employer who permits paternity or maternity time off to a biological father or mother shall, upon request, grant time off, with or without pay, to an adoptive father or mother. The minimum period of this time off shall be four weeks, or, if the employer has an established policy of time off for a biological parent which sets a period of time off of less than four weeks, that period of time shall be the minimum period for an adoptive parent. The period of time off shall, at the direction of the adoptive parent, begin before, or at the time of, the child's placement in the adoptive parent's home, and shall be for the purpose of arranging the child's placement or caring for the child after placement. An employer shall not penalize an employee for requesting or obtaining time off according to this section.

History: *1983 c 266 s 1*

BANKRUPTCY

181.93 NOTICE TO EMPLOYEES AND APPLICANTS OF BANKRUPTCY.

Subdivision 1. **Notice.** An employer shall immediately notify all of its employees in writing that it has filed a petition for bankruptcy or has had an involuntary bankruptcy petition filed against it.

An employer shall, in writing, notify all persons offered jobs with the employer that it has filed a petition for bankruptcy or has had an involuntary bankruptcy petition filed against it. The notice shall be given at the time of the job offer and is required if the case initiated by the petition has not been closed.

For purposes of this subdivision, an employer includes a "debtor in possession" and excludes a bankruptcy "trustee" as those terms are used under federal bankruptcy law.

Subd. 2. **Violation.** A violation of subdivision 1 is a misdemeanor.

History: *1987 c 38 s 1*

NOTICE OF TERMINATION

181.931 DEFINITIONS.

Subdivision 1. **Generally.** For the purpose of sections 181.931 to 181.935 the terms defined in this section have the meanings given them.

Subd. 2. **Employee.** "Employee" means a person who performs services for hire in Minnesota for an employer. Employee does not include an independent contractor.

Subd. 3. **Employer.** "Employer" means any person having one or more employees in Minnesota and includes the state and any political subdivision of the state.

Subd. 4. **Good faith.** "Good faith" means conduct that does not violate section 181.932, subdivision 3.

Subd. 5. **Penalize.** "Penalize" means conduct that might dissuade a reasonable employee from making or supporting a report, including post-termination conduct by an employer or conduct by an employer for the benefit of a third party.

Subd. 6. **Report.** "Report" means a verbal, written, or electronic communication by an employee about an actual, suspected, or planned violation of a statute, regulation, or common law, whether committed by an employer or a third party.

History: *1987 c 76 s 1; 2013 c 83 s 1-3*

181.932 DISCLOSURE OF INFORMATION BY EMPLOYEES.

Subdivision 1. **Prohibited action.** An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment because:

(1) the employee, or a person acting on behalf of an employee, in good faith, reports a violation, suspected violation, or planned violation of any federal or state law or common law or rule adopted pursuant to law to an employer or to any governmental body or law enforcement official;

(2) the employee is requested by a public body or office to participate in an investigation, hearing, inquiry;

(3) the employee refuses an employer's order to perform an action that the employee has an objective basis in fact to believe violates any state or federal law or rule or regulation adopted pursuant to law, and the employee informs the employer that the order is being refused for that reason;

(4) the employee, in good faith, reports a situation in which the quality of health care services provided by a health care facility, organization, or health care provider violates a standard established by federal or state law or a professionally recognized national clinical or ethical standard and potentially places the public at risk of harm;

(5) a public employee communicates the findings of a scientific or technical study that the employee, in good faith, believes to be truthful and accurate, including reports to a governmental body or law enforcement official; or

(6) an employee in the classified service of state government communicates information that the employee, in good faith, believes to be truthful and accurate, and that relates to state services, including the financing of state services, to:

(i) a legislator or the legislative auditor; or

(ii) a constitutional officer.

The disclosures protected pursuant to this section do not authorize the disclosure of data otherwise protected by law.

[See Note.]

Subd. 2. **Disclosure of identity.** The identity of any employee making a report to a governmental body or law enforcement official under subdivision 1, clause (1) or (4), is private data on individuals as defined in section 13.02. The identity of an employee providing information under subdivision 1, clause (2), is private data on individuals if:

(1) the employee would not have provided the information without an assurance that the employee's identity would remain private, because of a concern that the employer would commit an action prohibited under subdivision 1 or that the employee would be subject to some other form of retaliation; or

(2) the state agency, statewide system, or political subdivision reasonably believes that the employee would not have provided the data because of that concern.

If the disclosure is necessary for prosecution, the identity of the employee may be disclosed but the employee shall be informed prior to the disclosure.

Subd. 3. **False disclosures.** This section does not permit an employee to make statements or disclosures knowing that they are false or that they are in reckless disregard of the truth.

Subd. 4. **Collective bargaining rights.** This section does not diminish or impair the rights of a person under any collective bargaining agreement.

Subd. 5. **Confidential information.** This section does not permit disclosures that would violate federal or state law or diminish or impair the rights of any person to the continued protection of confidentiality of communications provided by common law.

History: *1987 c 76 s 2; 1988 c 659 s 2; 1997 c 237 s 16; 1999 c 227 s 14; 2007 c 135 art 3 s 16; 2013 c 83 s 4; 2023 c 53 art 11 s 26*

NOTE: Subdivision 1, paragraph (a) (renumbered clause (1)), was found preempted by the federal Employee Retirement Income Security Act (ERISA) as applied to claims resulting from reporting violations of ERISA in *McLean v. Carlson Companies, Inc.*, 777 F.Supp. 1480 (D. Minn. 1991).

NOTE: Subdivision 1, paragraphs (a) and (c) (renumbered clauses (1) and (3)), were found preempted by the federal Airline Deregulation Act to the extent that they relate to air carrier routes and services in *Botz v. Omni Air Int'l*, 286 F.3d 488 (8th Cir. 2002).

NOTE: Subdivision 1, paragraph (a) (renumbered clause (1)), was found preempted by the federal Airline Deregulation Act to the extent that it relates to air carrier service in *Regner v. Northwest Airlines, Inc.*, 652 N.W.2d 557 (Minn. Ct. App. 2002).

181.933 NOTICE OF TERMINATION.

Subdivision 1. **Notice required.** An employee who has been involuntarily terminated may, within 15 working days following such termination, request in writing that the employer inform the employee of the reason for the termination. Within ten working days following receipt of such request, an employer shall inform the terminated employee in writing of the truthful reason for the termination.

Subd. 2. **Defamation action prohibited.** No communication of the statement furnished by the employer to the employee under subdivision 1 may be made the subject of any action for libel, slander, or defamation by the employee against the employer.

History: *1987 c 76 s 3; 2001 c 95 s 1*

181.934 EMPLOYEE NOTICE.

The Department of Labor and Industry shall promulgate rules for notification of employees by employers of an employee's rights under sections 181.931 to 181.935.

History: *1987 c 76 s 4*

181.935 INDIVIDUAL REMEDIES; PENALTY.

(a) In addition to any remedies otherwise provided by law, an employee injured by a violation of section 181.932 may bring a civil action to recover any and all damages recoverable at law, together with costs and disbursements, including reasonable attorney's fees, and may receive such injunctive and other equitable relief as determined by the court.

(b) An employer who failed to notify, as required under section 181.933 or 181.934, an employee injured by a violation of section 181.932 is subject to a civil penalty of $25 per day per injured employee not to exceed $750 per injured employee.

(c) If the district court determines that a violation of section 181.932 occurred, the court may order any appropriate relief, including but not limited to reinstatement, back pay, restoration of lost service credit, if

appropriate, compensatory damages, and the expungement of any adverse records of an employee who was the subject of the alleged acts of misconduct.

History: *1987 c 76 s 5; 2007 c 135 art 3 s 17*

181.937 REPRISALS FOR FAILURE TO CONTRIBUTE; CIVIL ACTION.

No employer shall engage in any reprisal against an employee for declining to participate in contributions or donations to charities or community organizations, including contributions to the employer itself. "Employer" means any person having one or more employees in Minnesota and includes the state, the University of Minnesota, and any political subdivisions of the state. An employee injured by a violation of this section may bring an action for compensatory damages, injunctive or other equitable relief, attorney's fees and costs. For purposes of this section "reprisal" means any discipline; any form of intimidation, harassment, or threat; or any penalty regarding the employee's compensation, terms, conditions, location, or privileges of employment.

History: *1988 c 455 s 1*

NONWORK ACTIVITIES

181.938 NONWORK ACTIVITIES; PROHIBITED EMPLOYER CONDUCT.

Subdivision 1. **Definition.** For the purpose of this section, "employer" has the meaning given it in section 179.01, subdivision 3.

Subd. 2. **Prohibited practice.** (a) An employer may not refuse to hire a job applicant or discipline or discharge an employee because the applicant or employee engages in or has engaged in the use or enjoyment of lawful consumable products, if the use or enjoyment takes place off the premises of the employer during nonworking hours. For purposes of this section, "lawful consumable products" means products whose use or enjoyment is lawful and which are consumed during use or enjoyment, and includes food, alcoholic or nonalcoholic beverages, tobacco, cannabis flower, as defined in section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.

(b) Cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products are lawful consumable products for the purpose of Minnesota law, regardless of whether federal or other state law considers cannabis use, possession, impairment, sale, or transfer to be unlawful. Nothing in this section shall be construed to limit an employer's ability to discipline or discharge an employee for cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer during working hours, on work premises, or while operating an employer's vehicle, machinery, or equipment, or if a failure to do so would violate federal or state law or regulations or cause an employer to lose a monetary or licensing-related benefit under federal law or regulations.

Subd. 3. **Exceptions.** (a) It is not a violation of subdivision 2 for an employer to restrict the use of lawful consumable products by employees during nonworking hours if the employer's restriction:

(1) relates to a bona fide occupational requirement and is reasonably related to employment activities or responsibilities of a particular employee or group of employees; or

(2) is necessary to avoid a conflict of interest or the appearance of a conflict of interest with any responsibilities owed by the employee to the employer.

(b) It is not a violation of subdivision 2 for an employer to refuse to hire an applicant or discipline or discharge an employee who refuses or fails to comply with the conditions established by a substance use disorder treatment or aftercare program.

(c) It is not a violation of subdivision 2 for an employer to offer, impose, or have in effect a health or life insurance plan that makes distinctions between employees for the type of coverage or the cost of coverage based upon the employee's use of lawful consumable products, provided that, to the extent that different premium rates are charged to the employees, those rates must reflect the actual differential cost to the employer.

(d) It is not a violation of subdivision 2 for an employer to refuse to hire an applicant or discipline or discharge an employee on the basis of the applicant's or employee's past or present job performance.

Subd. 4. **Remedy.** The sole remedy for a violation of subdivision 2 is a civil action for damages. Damages are limited to wages and benefits lost by the individual because of the violation. A court shall award the prevailing party in the action, whether plaintiff or defendant, court costs and a reasonable attorney fee.

History: *1992 c 538 s 1; 2022 c 98 art 4 s 51; 2023 c 63 art 6 s 26*

NURSING MOTHERS

181.939 NURSING MOTHERS, LACTATING EMPLOYEES, AND PREGNANCY ACCOMMODATIONS.

Subdivision 1. **Nursing mothers and lactating employees.** (a) An employer must provide reasonable break times each day to an employee who needs to express milk. The break times may run concurrently with any break times already provided to the employee. An employer shall not reduce an employee's compensation for time used for the purpose of expressing milk.

(b) The employer must make reasonable efforts to provide a clean, private, and secure room or other location, in close proximity to the work area, other than a bathroom or a toilet stall, that is shielded from view and free from intrusion from coworkers and the public and that includes access to an electrical outlet, where the employee can express milk in privacy. The employer would be held harmless if reasonable effort has been made.

(c) For the purposes of this subdivision, "employer" means a person or entity that employs one or more employees and includes the state and its political subdivisions.

(d) An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for asserting rights or remedies under this subdivision.

Subd. 2. **Pregnancy accommodations.** (a) An employer must provide reasonable accommodations to an employee for health conditions related to pregnancy or childbirth upon request, with the advice of a licensed health care provider or certified doula, unless the employer demonstrates that the accommodation would impose an undue hardship on the operation of the employer's business. A pregnant employee shall not be required to obtain the advice of a licensed health care provider or certified doula, nor may an employer claim undue hardship for the following accommodations: (1) more frequent or longer restroom, food, and water breaks; (2) seating; and (3) limits on lifting over 20 pounds. The employee and employer shall engage in an interactive process with respect to an employee's request for a reasonable accommodation. Reasonable accommodation may include but is not limited to temporary transfer to a less strenuous or hazardous position, temporary leave of absence, modification in work schedule or job assignments, seating, more frequent or

longer break periods, and limits to heavy lifting. Notwithstanding any other provision of this subdivision, an employer shall not be required to create a new or additional position in order to accommodate an employee pursuant to this subdivision and shall not be required to discharge an employee, transfer another employee with greater seniority, or promote an employee.

(b) Nothing in this subdivision shall be construed to affect any other provision of law relating to sex discrimination or pregnancy or in any way diminish the coverage of pregnancy, childbirth, or health conditions related to pregnancy or childbirth under any other provisions of any other law.

(c) An employer shall not require an employee to take a leave or accept an accommodation.

(d) An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for asserting rights or remedies under this subdivision.

(e) For the purposes of this subdivision, "employer" means a person or entity that employs one or more employees and includes the state and its political subdivisions.

Subd. 3. **Notice to employees.** An employer shall inform employees of their rights under this section at the time of hire and when an employee makes an inquiry about or requests parental leave. Information must be provided in English and the primary language of the employee as identified by the employee. An employer that provides an employee handbook to its employees must include in the handbook notice of employee rights and remedies under this section. The commissioner shall make available to employers the text to be included in the notice required by this section in English and the five most common languages spoken in Minnesota.

History: *1998 c 369 s 1; 2014 c 239 art 4 s 3; 1Sp2021 c 10 art 3 s 3; 2023 c 53 art 11 s 27*

PARENTING LEAVE AND ACCOMMODATIONS

181.940 DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of sections 181.940 to 181.944, the terms defined in this section have the meanings given them.

Subd. 2. **Employee.** "Employee" means a person who performs services for hire for an employer from whom a leave is requested under sections 181.940 to 181.944.

Employee includes all individuals employed by the employer but does not include an independent contractor.

Subd. 3. **Employer.** "Employer" means a person or entity that employs one or more employees and includes an individual, corporation, partnership, association, business, trust, nonprofit organization, group of persons, state, county, town, city, school district, or other governmental subdivision.

Subd. 4. **Child.** "Child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

History: *1987 c 359 s 1; 1990 c 577 s 1; 1991 c 268 s 1; 2014 c 239 art 3 s 1; 2023 c 53 art 11 s 28,29*

181.941 PREGNANCY AND PARENTING LEAVE.

Subdivision 1. **Twelve-week leave; pregnancy, birth, or adoption.** (a) An employer must grant an unpaid leave of absence to an employee who is:

(1) a biological or adoptive parent in conjunction with the birth or adoption of a child; or

(2) a female employee for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions.

(b) The length of the leave shall be determined by the employee, but must not exceed 12 weeks, unless agreed to by the employer.

Subd. 2. **Start of leave.** The leave shall begin at a time requested by the employee. The employer may adopt reasonable policies governing the timing of requests for unpaid leave and may require an employee who plans to take a leave under this section to give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken under subdivision 1, paragraph (a), clause (1), the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

Subd. 3. **No employer retribution.** An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for requesting or obtaining a leave of absence as provided by this section.

Subd. 4. **Continued insurance.** The employer must continue to make coverage available to the employee while on leave of absence under any group insurance policy, group subscriber contract, or health care plan for the employee and any dependents. Nothing in this section requires the employer to pay the costs of the insurance or health care while the employee is on leave of absence.

History: *1987 c 359 s 2; 1990 c 577 s 2; 2014 c 239 art 3 s 2; 2023 c 53 art 11 s 30*

181.9412 SCHOOL CONFERENCE AND ACTIVITIES LEAVE.

Subdivision 1. **Definition.** For purposes of this section, "employee" does not include the requirement of section 181.940, subdivision 2, clause (1).

Subd. 1a. **Foster child.** For the purpose of this section, "child" includes a foster child.

Subd. 2. **Leave of 16 hours.** An employer must grant an employee leave of up to a total of 16 hours during any 12-month period to attend school conferences or school-related activities related to the employee's child, provided the conferences or school-related activities cannot be scheduled during nonwork hours. If the employee's child receives child care services as defined in section 119B.011, subdivision 7, or attends a prekindergarten regular or special education program, the employee may use the leave time provided in this section to attend a conference or activity related to the employee's child, or to observe and monitor the services or program, provided the conference, activity, or observation cannot be scheduled during nonwork hours. When the leave cannot be scheduled during nonwork hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the employer.

Subd. 3. **No pay required; substitute of paid leave.** Nothing in this section requires that the leave be paid; except that an employee may substitute any accrued paid vacation leave or other appropriate paid leave for any part of the leave under this section.

History: *1990 c 577 s 3; 1992 c 438 s 2; 1996 c 341 s 1; 1996 c 408 art 11 s 4; 1999 c 205 art 5 s 21; 2002 c 380 art 5 s 1*

181.9413 MS 2022 [Repealed, 2023 c 53 art 12 s 8]

NOTE: The repeal of this section is effective January 1, 2024. This section was also amended by Laws 2023, chapter 53, article 11, section 31, to read:

"181.9413 SICK LEAVE BENEFITS; CARE OF RELATIVES.

(a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

(b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or harassment or stalking. For the purpose of this paragraph:

(1) "domestic abuse" has the meaning given in section 518B.01;

(2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and

(3) "harass" and "stalking" have the meanings given in section 609.749.

(c) An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

(d) For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

(e) For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.

(f) For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.

(g) This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.

(h) An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for requesting or obtaining a leave of absence under this section."

181.9414 MS 2020 [Repealed, 1Sp2021 c 10 art 3 s 22]

181.942 REINSTATEMENT AFTER LEAVE.

Subdivision 1. **Comparable position.** (a) An employee returning from a leave of absence under section 181.939 or 181.941 is entitled to return to employment in the employee's former position or in a position of comparable duties, number of hours, and pay. An employee returning from a leave of absence longer than one month must notify a supervisor at least two weeks prior to return from leave. An employee returning from a leave under section 181.9412 or sections 181.9445 to 181.9448 is entitled to return to employment in the employee's former position.

(b) If, during a leave under sections 181.939 to 181.944, the employer experiences a layoff and the employee would have lost a position had the employee not been on leave, pursuant to the good faith operation of a bona fide layoff and recall system, including a system under a collective bargaining agreement, the employee is not entitled to reinstatement in the former or comparable position. In such circumstances, the employee retains all rights under the layoff and recall system, including a system under a collective bargaining agreement, as if the employee had not taken the leave.

Subd. 2. **Pay; benefits; on return.** An employee returning from a leave of absence under sections 181.939 to 181.944 is entitled to return to employment at the same rate of pay the employee had been receiving when the leave commenced, plus any automatic adjustments in the employee's pay scale that occurred during leave period. The employee returning from a leave is entitled to retain all accrued preleave benefits of employment and seniority, as if there had been no interruption in service; provided that nothing in sections 181.939 to 181.944 prevents the accrual of benefits or seniority during the leave pursuant to a collective bargaining or other agreement between the employer and employees.

Subd. 3. **Part-time return.** An employee, by agreement with the employer, may return to work part time during the leave period without forfeiting the right to return to employment at the end of the leave period, as provided in sections 181.939 to 181.944.

History: *1987 c 359 s 3; 1990 c 577 s 5; 2023 c 53 art 11 s 32; art 12 s 2*

181.943 RELATIONSHIP TO OTHER LEAVE.

(a) The length of leave provided under section 181.941 may be reduced by any period of:

(1) paid parental, disability, personal, medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed to by the employer; or

(2) leave taken for the same purpose by the employee under United States Code, title 29, chapter 28.

(b) Nothing in sections 181.940 to 181.943 prevents any employer from providing leave benefits in addition to those provided in sections 181.940 to 181.944 or otherwise affects an employee's rights with respect to any other employment benefit.

History: *1987 c 359 s 4; 1988 c 659 s 1; 1990 c 577 s 6; 2014 c 239 art 3 s 5*

181.9435 DIVISION; INVESTIGATIONS, REPORTS.

Subdivision 1. **Investigation.** The Division of Labor Standards shall receive complaints of employees against employers relating to sections 181.172, paragraph (a) or (d), and 181.939 to 181.9436 and investigate informally whether an employer may be in violation of sections 181.172, paragraph (a) or (d), and 181.939 to 181.9436. The division shall attempt to resolve employee complaints by informing employees and employers of the provisions of the law and directing employers to comply with the law. For complaints

related to section 181.939, the division must contact the employer within two business days and investigate the complaint within ten days of receipt of the complaint.

Subd. 2. **Report.** The division shall report to the legislature annually on the type and number of employee complaints under subdivision 1, the rate of resolution of complaints, and the rate of repeat complaints against employers.

History: *1992 c 438 s 3; 2003 c 128 art 11 s 8; 2014 c 239 art 4 s 4; 2023 c 53 art 1 s 13*

181.9436 POSTING OF LAW.

The Division of Labor Standards shall develop, with the assistance of interested business and community organizations, an educational poster stating employees' rights under sections 181.939 to 181.9448. The department shall make the poster available, upon request, to employers for posting on the employer's premises.

History: *1992 c 438 s 4; 2003 c 128 art 11 s 9; 2023 c 53 art 1 s 14; art 11 s 33; art 12 s 3*

181.944 INDIVIDUAL REMEDIES.

In addition to any other remedies provided by law, a person injured by a violation of sections 181.172, paragraph (a) or (d), 181.939 to 181.943, and 181.9445 to 181.9448 may bring a civil action to recover any and all damages recoverable at law, together with costs and disbursements, including reasonable attorney's fees, and may receive injunctive and other equitable relief as determined by a court.

History: *1987 c 359 s 5; 1990 c 577 s 7; 2014 c 239 art 4 s 5; 2023 c 53 art 13 s 5*

181.9445 DEFINITIONS.

Subdivision 1. **Definitions.** For the purposes of section 177.50 and sections 181.9445 to 181.9448, the terms defined in this section have the meanings given them.

Subd. 2. **Commissioner.** "Commissioner" means the commissioner of labor and industry or authorized designee or representative.

Subd. 3. **Domestic abuse.** "Domestic abuse" has the meaning given in section 518B.01.

Subd. 4. **Earned sick and safe time.** "Earned sick and safe time" means leave, including paid time off and other paid leave systems, that is paid at the same hourly rate as an employee earns from employment that may be used for the same purposes and under the same conditions as provided under section 181.9447, but in no case shall this hourly rate be less than that provided under section 177.24 or an applicable local minimum wage.

Subd. 5. **Employee.** "Employee" means any person who is employed by an employer, including temporary and part-time employees, who performs work for at least 80 hours in a year for that employer in Minnesota. Employee does not include:

(1) an independent contractor; or

(2) an individual employed by an air carrier as a flight deck or cabin crew member who:

(i) is subject to United States Code, title 45, sections 181 to 188;

(ii) works less than a majority of their hours in Minnesota in a calendar year; and

(iii) is provided with paid leave equal to or exceeding the amounts in section 181.9446.

Subd. 6. **Employer.** "Employer" means a person who has one or more employees. Employer includes an individual, a corporation, a partnership, an association, a business trust, a nonprofit organization, a group of persons, the state of Minnesota, a county, town, city, school district, or other governmental subdivision. In the case of an employee leasing company or professional employer organization, the taxpaying employer, as described in section 268.046, subdivision 1, remains the employer. In the case of an individual provider within the meaning of section 256B.0711, subdivision 1, paragraph (d), the employer includes any participant within the meaning of section 256B.0711, subdivision 1, paragraph (e), or participant's representative within the meaning of section 256B.0711, subdivision 1, paragraph (f). In the event that a temporary employee is supplied by a staffing agency, absent a contractual agreement stating otherwise, that individual shall be an employee of the staffing agency for all purposes of section 177.50 and sections 181.9445 to 181.9448. Employer does not include the United States government.

Subd. 7. **Family member.** "Family member" means:

(1) an employee's:

(i) child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis;

(ii) spouse or registered domestic partner;

(iii) sibling, stepsibling, or foster sibling;

(iv) biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;

(v) grandchild, foster grandchild, or stepgrandchild;

(vi) grandparent or stepgrandparent;

(vii) a child of a sibling of the employee;

(viii) a sibling of the parents of the employee; or

(ix) a child-in-law or sibling-in-law;

(2) any of the family members listed in clause (1) of a spouse or registered domestic partner;

(3) any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and

(4) up to one individual annually designated by the employee.

Subd. 8. **Health care professional.** "Health care professional" means any person licensed, certified, or otherwise authorized under federal or state law to provide medical or emergency services, including doctors, physician assistants, nurses, advanced practice registered nurses, mental health professionals, and emergency room personnel.

Subd. 9. **Sexual assault.** "Sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352.

Subd. 10. **Stalking.** "Stalking" has the meaning given in section 609.749.

Subd. 11. **Year.** "Year" means a regular and consecutive 12-month period, as determined by an employer and clearly communicated to each employee of that employer.

History: *2023 c 53 art 12 s 4*

181.9446 ACCRUAL OF EARNED SICK AND SAFE TIME.

(a) An employee accrues a minimum of one hour of earned sick and safe time for every 30 hours worked up to a maximum of 48 hours of earned sick and safe time in a year. Employees may not accrue more than 48 hours of earned sick and safe time in a year unless the employer agrees to a higher amount.

(b)(1) Except as provided in clause (2), employers must permit an employee to carry over accrued but unused sick and safe time into the following year. The total amount of accrued but unused earned sick and safe time for an employee must not exceed 80 hours at any time, unless an employer agrees to a higher amount.

(2) In lieu of permitting the carryover of accrued but unused sick and safe time into the following year as provided under clause (1), an employer may provide an employee with earned sick and safe time for the year that meets or exceeds the requirements of this section that is available for the employee's immediate use at the beginning of the subsequent year as follows: (i) 48 hours, if an employer pays an employee for accrued but unused sick and safe time at the end of a year at the same hourly rate as an employee earns from employment; or (ii) 80 hours, if an employer does not pay an employee for accrued but unused sick and safe time at the end of a year at the same or greater hourly rate as an employee earns from employment. In no case shall this hourly rate be less than that provided under section 177.24, or an applicable local minimum wage.

(c) Employees who are exempt from overtime requirements under United States Code, title 29, section 213(a)(1), as amended through January 1, 2024, are deemed to work 40 hours in each workweek for purposes of accruing earned sick and safe time, except that an employee whose normal workweek is less than 40 hours will accrue earned sick and safe time based on the normal workweek.

(d) Earned sick and safe time under this section begins to accrue at the commencement of employment of the employee.

(e) Employees may use earned sick and safe time as it is accrued.

History: *2023 c 53 art 12 s 5*

181.9447 USE OF EARNED SICK AND SAFE TIME.

Subdivision 1. **Eligible use.** An employee may use accrued earned sick and safe time for:

(1) an employee's:

(i) mental or physical illness, injury, or other health condition;

(ii) need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or

(iii) need for preventive medical or health care;

(2) care of a family member:

(i) with a mental or physical illness, injury, or other health condition;

(ii) who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition; or

(iii) who needs preventive medical or health care;

(3) absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is to:

(i) seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;

(ii) obtain services from a victim services organization;

(iii) obtain psychological or other counseling;

(iv) seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or

(v) seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking;

(4) closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;

(5) the employee's inability to work or telework because the employee is: (i) prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or (ii) seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis; and

(6) when it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For the purposes of this subdivision, a public emergency shall include a declared emergency as defined in section 12.03 or a declared local emergency under section 12.29.

Subd. 2. **Notice.** An employer may require notice of the need for use of earned sick and safe time as provided in this paragraph. If the need for use is foreseeable, an employer may require advance notice of the intention to use earned sick and safe time but must not require more than seven days' advance notice. If the need is unforeseeable, an employer may require an employee to give notice of the need for earned sick and safe time as soon as practicable. An employer that requires notice of the need to use earned sick and safe time in accordance with this subdivision shall have a written policy containing reasonable procedures for employees to provide notice of the need to use earned sick and safe time, and shall provide a written copy of such policy to employees. If a copy of the written policy has not been provided to an employee, an employer shall not deny the use of earned sick and safe time to the employee on that basis.

Subd. 3. **Documentation.** (a) When an employee uses earned sick and safe time for more than three consecutive days, an employer may require reasonable documentation that the earned sick and safe time is covered by subdivision 1.

(b) For earned sick and safe time under subdivision 1, clauses (1), (2), (5), and (6), reasonable documentation may include a signed statement by a health care professional indicating the need for use of earned sick and safe time. However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose covered by subdivision 1, clause (1), (2), (5), or (6).

(c) For earned sick and safe time under subdivision 1, clause (3), an employer must accept a court record or documentation signed by a volunteer or employee of a victims services organization, an attorney, a police officer, or an antiviolence counselor as reasonable documentation.

(d) For earned sick and safe time to care for a family member under subdivision 1, clause (4), an employer must accept as reasonable documentation a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose as reasonable documentation.

(e) An employer must not require disclosure of details relating to domestic abuse, sexual assault, or stalking or the details of an employee's or an employee's family member's medical condition as related to an employee's request to use earned sick and safe time under this section.

(f) Written statements by an employee may be written in the employee's first language and need not be notarized or in any particular format.

Subd. 4. **Replacement worker.** An employer may not require, as a condition of an employee using earned sick and safe time, that the employee seek or find a replacement worker to cover the hours the employee uses as earned sick and safe time.

Subd. 5. **Increment of time used.** Earned sick and safe time may be used in the smallest increment of time tracked by the employer's payroll system, provided such increment is not more than four hours.

Subd. 6. **Retaliation prohibited.** (a) An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against a person because the person has exercised or attempted to exercise rights protected under this act, including but not limited to because the person requested earned sick and safe time, used earned sick and safe time, requested a statement of accrued sick and safe time, informed any person of his or her potential rights under sections 181.9445 to 181.9448, made a complaint or filed an action to enforce a right to earned sick and safe time under this section, or is or was participating in any manner in an investigation, proceeding, or hearing under this chapter.

(b) It shall be unlawful for an employer's absence control policy or attendance point system to count earned sick and safe time taken under sections 181.9445 to 181.9448 as an absence that may lead to or result in retaliation or any other adverse action.

(c) It shall be unlawful for an employer or any other person to report or threaten to report the actual or suspected citizenship or immigration status of a person or their family member to a federal, state, or local agency for exercising or attempting to exercise any right protected under sections 181.9445 to 181.9448.

(d) A person need not explicitly refer to sections 181.9445 to 181.9448 or the rights enumerated herein to be protected from retaliation.

Subd. 7. **Pay and benefits.** (a) During any use of earned sick and safe time, the employer must maintain coverage under any group insurance policy, group subscriber contract, or health care plan for the employee

and any dependents, as if the employee was not using earned sick and safe time, provided, however, that the employee must continue to pay any employee share of the cost of such benefits.

(b) An employee returning from a leave under this section is entitled to return to employment at the same rate of pay the employee had been receiving when the leave commenced, plus any automatic adjustments in the employee's pay scale that occurred during the leave period. The employee returning from a leave is entitled to retain all accrued preleave benefits of employment and seniority as if there had been no interruption in service, provided that nothing under this section prevents the accrual of benefits or seniority during the leave pursuant to a collective bargaining or other agreement between the employer and employees.

Subd. 8. **Part-time return from leave.** An employee, by agreement with the employer, may return to work part time during the leave period without forfeiting the right to return to employment at the end of the leave, as provided under this section.

Subd. 9. **Notice and posting by employer.** (a) Employers must give notice to all employees that they are entitled to earned sick and safe time, including the amount of earned sick and safe time, the accrual year for the employee, the terms of its use under this section, and a copy of the written policy for providing notice as provided under subdivision 2; that retaliation against employees who request or use earned sick and safe time is prohibited; and that each employee has the right to file a complaint or bring a civil action if earned sick and safe time is denied by the employer or the employee is retaliated against for requesting or using earned sick and safe time.

(b) Employers must supply employees with a notice in English and the primary language of the employee, as identified by the employee, that contains the information required in paragraph (a) at commencement of employment or January 1, 2024, whichever is later.

(c) The means used by the employer must be at least as effective as the following options for providing notice:

(1) posting a copy of the notice at each location where employees perform work and where the notice must be readily observed and easily reviewed by all employees performing work;

(2) providing a paper or electronic copy of the notice to employees; or

(3) a conspicuous posting in a web-based or app-based platform through which an employee performs work.

The notice must contain all information required under paragraph (a).

(d) An employer that provides an employee handbook to its employees must include in the handbook notice of employee rights and remedies under this section.

(e) The Department of Labor and Industry shall prepare a uniform employee notice form for employers to use that provides the notice information required under this section. The commissioner shall prepare the uniform employee notice in the five most common languages spoken in Minnesota. Upon the written request of an employer who is subject to this section, the commissioner shall provide a copy of the uniform employee notice in any primary language spoken by an employee in the employer's place of business. If the commissioner does not provide the copy of the uniform employee notice in response to a request under this paragraph, the employer who makes the request is not subject to a penalty for failing to provide the required notice under this subdivision for violations that arise after the date of the request.

Subd. 10. **Employer records.** (a) Employers shall retain accurate records documenting hours worked by employees and earned sick and safe time taken and comply with all requirements under section 177.30.

(b) An employer must allow an employee to inspect records required by this section and relating to that employee at a reasonable time and place.

Subd. 11. **Confidentiality and nondisclosure.** (a) If, in conjunction with this section, an employer possesses:

(1) health or medical information regarding an employee or an employee's family member;

(2) information pertaining to domestic abuse, sexual assault, or stalking;

(3) information that the employee has requested or obtained leave under this section; or

(4) any written or oral statement, documentation, record, or corroborating evidence provided by the employee or an employee's family member, the employer must treat such information as confidential.

Information given by an employee may only be disclosed by an employer if the disclosure is requested or consented to by the employee, when ordered by a court or administrative agency, or when otherwise required by federal or state law.

(b) Records and documents relating to medical certifications, recertifications, or medical histories of employees or family members of employees created for purposes of section 177.50 or sections 181.9445 to 181.9448 must be maintained as confidential medical records separate from the usual personnel files. At the request of the employee, the employer must destroy or return the records required by sections 181.9445 to 181.9448 that are older than three years prior to the current calendar year.

(c) Employers may not discriminate against any employee based on records created for the purposes of section 177.50 or sections 181.9445 to 181.9448.

History: *2023 c 53 art 12 s 6*

181.9448 EFFECT ON OTHER LAW OR POLICY.

Subdivision 1. **No effect on more generous sick and safe time policies.** (a) Nothing in sections 181.9445 to 181.9448 shall be construed to discourage employers from adopting or retaining earned sick and safe time policies that meet or exceed, and do not otherwise conflict with, the minimum standards and requirements provided in sections 181.9445 to 181.9448.

(b) Nothing in sections 181.9445 to 181.9448 shall be construed to limit the right of parties to a collective bargaining agreement to bargain and agree with respect to earned sick and safe time policies or to diminish the obligation of an employer to comply with any contract, collective bargaining agreement, or any employment benefit program or plan that meets or exceeds, and does not otherwise conflict with, the minimum standards and requirements provided in this section.

(c) Nothing in sections 181.9445 to 181.9448 shall be construed to preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard that provides for a greater amount, accrual, or use by employees of paid sick and safe time or that extends other protections to employees.

(d) Nothing in sections 181.9445 to 181.9448 shall be construed or applied so as to create any power or duty in conflict with federal law.

(e) Employers who provide earned sick and safe time to their employees under a paid time off policy or other paid leave policy that may be used for the same purposes and under the same conditions as earned sick and safe time, and that meets or exceeds, and does not otherwise conflict with, the minimum standards and requirements provided in sections 181.9445 to 181.9448 are not required to provide additional earned sick and safe time.

(f) The provisions of sections 181.9445 to 181.9448 may be waived by a collective bargaining agreement with a bona fide building and construction trades labor organization that has established itself as the collective bargaining representative for the affected building and construction industry employees, provided that for such waiver to be valid, it shall explicitly reference sections 181.9445 to 181.9448 and clearly and unambiguously waive application of those sections to such employees.

(g) Sections 181.9445 to 181.9448 do not prohibit an employer from establishing a policy whereby employees may donate unused accrued sick and safe time to another employee.

(h) Sections 181.9445 to 181.9448 do not prohibit an employer from advancing sick and safe time to an employee before accrual by the employee.

Subd. 2. **Termination; separation; transfer.** Sections 181.9445 to 181.9448 do 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 accrued earned sick and safe time that has not been used. 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 earned sick and safe time accrued at the prior division, entity, or location and is entitled to use all earned sick and safe time as provided in sections 181.9445 to 181.9448. When there is a separation from employment and the employee is rehired within 180 days of separation by the same employer, previously accrued earned sick and safe time that had not been used must be reinstated. An employee is entitled to use accrued earned sick and safe time and accrue additional earned sick and safe time at the commencement of reemployment.

Subd. 3. **Employer succession.** (a) When a different employer succeeds or takes the place of an existing employer, all employees of the original employer who remain employed by the successor employer are entitled to all earned sick and safe time accrued but not used when employed by the original employer, and are entitled to use all earned sick and safe time previously accrued but not used.

(b) If, at the time of transfer of the business, employees are terminated by the original employer and hired within 30 days by the successor employer following the transfer, those employees are entitled to all earned sick and safe time accrued but not used when employed by the original employer, and are entitled to use all earned sick and safe time previously accrued but not used.

History: *2023 c 53 art 12 s 7*

BONE MARROW, ORGAN, AND BLOOD DONATION LEAVE

181.945 LEAVE FOR BONE MARROW DONATIONS.

Subdivision 1. **Definitions.** (a) For the purposes of this section, the following terms have the meanings given to them in this subdivision.

(b) "Employee" means a person who performs services for hire for an employer, for an average of 20 or more hours per week, and includes all individuals employed at any site owned or operated by an employer. Employee does not include an independent contractor.

(c) "Employer" means a person or entity that employs 20 or more employees at at least one site and includes an individual, corporation, partnership, association, nonprofit organization, group of persons, state, county, town, city, school district, or other governmental subdivision.

Subd. 2. **Leave.** An employer must grant paid leaves of absence to an employee who seeks to undergo a medical procedure to donate bone marrow. The combined length of the leaves shall be determined by the employee, but may not exceed 40 work hours, unless agreed to by the employer. The employer may require verification by a physician of the purpose and length of each leave requested by the employee to donate bone marrow. If there is a medical determination that the employee does not qualify as a bone marrow donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

Subd. 3. **No employer sanctions.** An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for requesting or obtaining a leave of absence as provided by this section.

Subd. 4. **Relationship to other leave.** This section does not prevent an employer from providing leave for bone marrow donations in addition to leave allowed under this section. This section does not affect an employee's rights with respect to any other employment benefit.

History: *1990 c 536 s 2; 2023 c 53 art 11 s 34*

181.9455 MS 2002 [Expired, 1Sp2001 c 4 art 2 s 9]

181.9456 LEAVE FOR ORGAN DONATION.

Subdivision 1. **Definitions.** (a) For the purposes of this section, the following terms have the meanings given to them in this subdivision.

(b) "Employee" means a person who performs services for hire for a public employer, for an average of 20 or more hours per week, and includes all individuals employed at any site owned or operated by a public employer. Employee does not include an independent contractor.

(c) "Employer" means a state, county, city, town, school district, or other governmental subdivision that employs 20 or more employees.

Subd. 2. **Leave.** An employer must grant paid leaves of absence to an employee who seeks to undergo a medical procedure to donate an organ or partial organ to another person. The combined length of the leaves shall be determined by the employee, but may not exceed 40 work hours for each donation, unless agreed to by the employer. The employer may require verification by a physician of the purpose and length of each leave requested by the employee for organ donation. If there is a medical determination that the employee does not qualify as an organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

Subd. 3. **No employer sanctions.** An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for requesting or obtaining a leave of absence as provided by this section.

Subd. 4. **Relationship to other leave.** This section does not prevent an employer from providing leave for organ donations in addition to leave allowed under this section. This section does not affect an employee's rights with respect to any other employment benefit.

History: *2006 c 220 s 1; 2023 c 53 art 11 s 35*

181.9458 AUTHORIZATION FOR BLOOD DONATION LEAVE.

An employer may grant paid leave from work to an employee to allow the employee to donate blood.

History: *2008 c 318 art 1 s 12*

LEAVE FOR CIVIL AIR PATROL SERVICE

181.946 LEAVE FOR CIVIL AIR PATROL SERVICE.

Subdivision 1. **Definitions.** For purposes of this section, "employee" and "employer" have the meanings given them in section 181.945.

Subd. 2. **Unpaid leave required.** Unless the leave would unduly disrupt the operations of the employer, an employer shall grant a leave of absence without pay to an employee for time spent rendering service as a member of the civil air patrol on the request and under the authority of the state or any of its political subdivisions.

History: *1997 c 20 s 1*

LEAVE FOR FAMILIES OF MOBILIZED MILITARY MEMBERS

181.947 LEAVE FOR IMMEDIATE FAMILY MEMBERS OF MILITARY PERSONNEL INJURED OR KILLED IN ACTIVE SERVICE.

Subdivision 1. **Definitions.** (a) The definitions in this subdivision apply to this section.

(b) "Active service" has the meaning given in section 190.05, subdivision 5.

(c) "Employee" means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.

(d) "Employer" means a person or entity located or doing business in this state and having one or more employees, and includes the state and all political or other governmental subdivisions of the state.

(e) "Immediate family member" means a person's parent, child, grandparents, siblings, or spouse.

Subd. 2. **Unpaid leave required.** An employer must grant up to ten working days of a leave of absence without pay to an employee whose immediate family member, as a member of the United States armed forces, has been injured or killed while engaged in active service.

Subd. 3. **Notice.** An employee must give as much notice to the employee's employer as practicable of the employee's intent to exercise the leave guaranteed by this section.

Subd. 4. **Relationship to other leave.** The length of leave provided under this section may be reduced by any period of paid leave provided by the employer. Nothing in this section prevents an employer from providing leave benefits in addition to those provided in this section or otherwise affects an employee's rights with respect to other employment benefits.

History: *2006 c 273 s 3*

181.948 LEAVE TO ATTEND MILITARY CEREMONIES.

Subdivision 1. **Definitions.** (a) For the purposes of this section, the following terms have the meanings given in this subdivision.

(b) "Active service" has the meaning given in section 190.05, subdivision 5.

(c) "Employee" means a person who performs services for compensation, in whatever form, for an employer. Employee does not include an independent contractor.

(d) "Employer" means a person or entity located or doing business in this state and having one or more employees, and includes the state and all political or other governmental subdivisions of the state.

(e) "Immediate family member" means a person's grandparent, parent, legal guardian, sibling, child, grandchild, spouse, fiance, or fiancee.

Subd. 2. **Unpaid leave required.** Unless the leave would unduly disrupt the operations of the employer, an employer shall grant a leave of absence without pay to an employee whose immediate family member, as a member of the United States armed forces, has been ordered into active service in support of a war or other national emergency. The employer may limit the amount of leave provided under this subdivision to the actual time necessary for the employee to attend a send-off or homecoming ceremony for the mobilized service member, not to exceed one day's duration in any calendar year.

History: *2006 c 273 s 4*

DRUG AND ALCOHOL TESTING IN THE WORKPLACE

181.950 DEFINITIONS.

Subdivision 1. **Applicability.** For the purposes of sections 181.950 to 181.957, the terms and phrases defined in this section have the meanings given them.

Subd. 2. **Confirmatory test; confirmatory retest.** "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test or cannabis test that uses a method of analysis allowed under one of the programs listed in section 181.953, subdivision 1.

Subd. 3. [Repealed, 1991 c 60 s 12]

Subd. 4. **Drug.** "Drug" means a controlled substance as defined in section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.

Subd. 5. **Drug and alcohol testing.** "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" mean analysis of a body component sample according to the standards established under one of the programs listed in section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.

Subd. 5a. **Cannabis testing.** "Cannabis testing" means the analysis of a body component sample according to the standards established under one of the programs listed in section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in section 342.01, subdivision

16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.

Subd. 6. **Employee.** "Employee" means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.

Subd. 7. **Employer.** "Employer" means a person or entity located or doing business in this state and having one or more employees, and includes the state and all political or other governmental subdivisions of the state.

Subd. 8. **Initial screening test.** "Initial screening test" means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in section 181.953, subdivision 1.

Subd. 9. **Job applicant.** "Job applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of an employer, and includes a person who has received a job offer made contingent on the person passing drug or alcohol testing.

Subd. 10. **Positive test result.** "Positive test result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in section 181.953, subdivision 1.

Subd. 11. **Random selection basis.** "Random selection basis" means a mechanism for selection of employees that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected and (2) does not give an employer discretion to waive the selection of any employee selected under the mechanism.

Subd. 12. **Reasonable suspicion.** "Reasonable suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

Subd. 13. **Safety-sensitive position.** "Safety-sensitive position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

History: *1987 c 388 s 1; 1991 c 60 s 1-4; 2023 c 63 art 6 s 27-32*

181.951 AUTHORIZED DRUG AND ALCOHOL TESTING.

Subdivision 1. **Limitations on testing.** (a) An employer may not request or require an employee or job applicant to undergo drug and alcohol testing except as authorized in this section.

(b) An employer may not request or require an employee or job applicant to undergo drug or alcohol testing unless the testing is done pursuant to a written drug and alcohol testing policy that contains the minimum information required in section 181.952; and, is conducted by a testing laboratory which participates in one of the programs listed in section 181.953, subdivision 1.

(c) An employer may not request or require an employee or job applicant to undergo drug and alcohol testing on an arbitrary and capricious basis.

Subd. 2. **Job applicant testing.** An employer may request or require a job applicant to undergo drug and alcohol testing provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If the job offer is withdrawn,

as provided in section 181.953, subdivision 11, the employer shall inform the job applicant of the reason for its action.

Subd. 3. **Routine physical examination testing.** An employer may request or require an employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

Subd. 4. **Random testing.** An employer may request or require employees to undergo cannabis testing or drug and alcohol testing on a random selection basis only if (1) they are employed in safety-sensitive positions, or (2) they are employed as professional athletes if the professional athlete is subject to a collective bargaining agreement permitting random testing but only to the extent consistent with the collective bargaining agreement.

Subd. 5. **Reasonable suspicion testing.** An employer may request or require an employee to undergo cannabis testing and drug and alcohol testing if the employer has a reasonable suspicion that the employee:

(1) is under the influence of drugs or alcohol;

(2) has violated the employer's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products while the employee is working or while the employee is on the employer's premises or operating the employer's vehicle, machinery, or equipment, provided the work rules are in writing and contained in the employer's written cannabis testing or drug and alcohol testing policy;

(3) has sustained a personal injury, as that term is defined in section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or

(4) has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

Subd. 6. **Treatment program testing.** An employer may request or require an employee to undergo cannabis testing and drug and alcohol testing if the employee has been referred by the employer for substance use disorder treatment or evaluation or is participating in a substance use disorder treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo cannabis testing and drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed substance use disorder treatment program.

Subd. 7. **No legal duty to test.** Employers do not have a legal duty to request or require an employee or job applicant to undergo drug or alcohol testing as authorized in this section.

Subd. 8. **Limitations on cannabis testing.** (a) An employer must not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.

(b) Unless otherwise required by state or federal law, an employer must not refuse to hire a job applicant solely because the job applicant submits to a cannabis test or a drug and alcohol test authorized by this section and the results of the test indicate the presence of cannabis.

(c) An employer must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.

(d) Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in sections 181.953 and 181.954.

Subd. 9. **Cannabis testing exceptions.** For the following positions, cannabis and its metabolites are considered a drug and subject to the drug and alcohol testing provisions in sections 181.950 to 181.957:

(1) a safety-sensitive position, as defined in section 181.950, subdivision 13;

(2) a peace officer position, as defined in section 626.84, subdivision 1;

(3) a firefighter position, as defined in section 299N.01, subdivision 3;

(4) a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to:

(i) children;

(ii) vulnerable adults, as defined in section 626.5572, subdivision 21; or

(iii) patients who receive health care services from a provider for the treatment, examination, or emergency care of a medical, psychiatric, or mental condition;

(5) a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;

(6) a position of employment funded by a federal grant; or

(7) any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

History: *1987 c 388 s 2; 1988 c 536 s 1; 1991 c 60 s 5; 2005 c 133 s 1; 2022 c 98 art 4 s 51; 2023 c 63 art 6 s 33-37*

181.952 POLICY CONTENTS; PRIOR WRITTEN NOTICE.

Subdivision 1. **Contents of the policy.** An employer's drug and alcohol testing policy must, at a minimum, set forth the following information:

(1) the employees or job applicants subject to testing under the policy;

(2) the circumstances under which drug or alcohol testing may be requested or required;

(3) the right of an employee or job applicant to refuse to undergo drug and alcohol testing and the consequences of refusal;

(4) any disciplinary or other adverse personnel action that may be taken based on a confirmatory test verifying a positive test result on an initial screening test;

(5) the right of an employee or job applicant to explain a positive test result on a confirmatory test or request and pay for a confirmatory retest; and

(6) any other appeal procedures available.

Subd. 2. **Notice.** An employer shall provide written notice of its drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously nonaffected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant

if the job offer is made contingent on the applicant passing drug and alcohol testing. An employer shall also post notice in an appropriate and conspicuous location on the employer's premises that the employer has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in the employer's personnel office or other suitable locations.

Subd. 3. **Cannabis policy.** (a) Unless otherwise provided by state or federal law, an employer is not required to permit or accommodate cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working or while an employee is on the employer's premises or operating the employer's vehicle, machinery, or equipment.

(b) An employer may only enact and enforce written work rules prohibiting cannabis flower, cannabis product, lower-potency hemp edible, and hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee, is working or while an employee is on the employer's premises or operating the employer's vehicle, machinery, or equipment in a written policy that contains the minimum information required by this section.

History: *1987 c 388 s 3; 2023 c 63 art 6 s 38*

181.953 RELIABILITY AND FAIRNESS SAFEGUARDS.

Subdivision 1. **Use of licensed, accredited, or certified laboratory required.** (a) An employer who requests or requires an employee or job applicant to undergo drug or alcohol testing or cannabis testing shall use the services of a testing laboratory that meets one of the following criteria for drug testing:

(1) is certified by the National Institute on Drug Abuse as meeting the mandatory guidelines published at 53 Federal Register 11970 to 11989, April 11, 1988;

(2) is accredited by the College of American Pathologists, 325 Waukegan Road, Northfield, Illinois, 60093-2750, under the forensic urine drug testing laboratory program; or

(3) is licensed to test for drugs by the state of New York, Department of Health, under Public Health Law, article 5, title V, and rules adopted under that law.

(b) For alcohol testing, the laboratory must either be:

(1) licensed to test for drugs and alcohol by the state of New York, Department of Health, under Public Health Law, article 5, title V, and the rules adopted under that law; or

(2) accredited by the College of American Pathologists, 325 Waukegan Road, Northfield, Illinois, 60093-2750, in the laboratory accreditation program.

Subd. 2. [Repealed, 1991 c 60 s 12]

Subd. 3. **Laboratory testing, reporting, and sample retention requirements.** A testing laboratory that is not certified by the National Institute on Drug Abuse according to subdivision 1 shall follow the chain-of-custody procedures prescribed for employers in subdivision 5. A testing laboratory shall conduct a confirmatory test on all samples that produced a positive test result on an initial screening test. A laboratory shall disclose to the employer a written test result report for each sample tested within three working days after a negative test result on an initial screening test or, when the initial screening test produced a positive test result, within three working days after a confirmatory test. A test report must indicate the drugs, alcohol, drug or alcohol metabolites, or cannabis or cannabis metabolites tested for and whether the test produced

negative or positive test results. A laboratory shall retain and properly store for at least six months all samples that produced a positive test result.

Subd. 4. **Prohibitions on employers.** An employer may not conduct drug or alcohol testing or cannabis testing of its own employees and job applicants using a testing laboratory owned and operated by the employer; except that, one agency of the state may test the employees of another agency of the state. Except as provided in subdivision 9, an employer may not request or require an employee or job applicant to contribute to, or pay the cost of, drug or alcohol testing or cannabis testing under sections 181.950 to 181.954.

Subd. 5. **Employer chain-of-custody procedures.** An employer shall establish its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures must require the following:

(1) possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

(2) the sample must always be in the possession of, must always be in view of, or must be placed in a secured area by a person authorized to handle the sample;

(3) a sample must be accompanied by a written chain-of-custody record; and

(4) individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

Subd. 6. **Rights of employees and job applicants.** (a) Before requesting an employee or job applicant to undergo drug or alcohol testing or requesting cannabis testing, an employer shall provide the employee or job applicant with a form, developed by the employer, on which to acknowledge that the employee or job applicant has seen the employer's drug and alcohol testing or cannabis testing policy.

(b) If an employee or job applicant tests positive for drug use, the employee must be given written notice of the right to explain the positive test and the employer may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

(c) Within three working days after notice of a positive test result on a confirmatory test, the employee or job applicant may submit information to the employer, in addition to any information already submitted under paragraph (b), to explain that result, or may request a confirmatory retest of the original sample at the employee's or job applicant's own expense as provided under subdivision 9.

Subd. 7. **Notice of test results.** Within three working days after receipt of a test result report from the testing laboratory, an employer shall inform in writing an employee or job applicant who has undergone drug or alcohol testing or cannabis testing of (1) a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test and (2) the right provided in subdivision 8. In the case of a positive test result on a confirmatory test, the employer shall also, at the time of this notice, inform the employee or job applicant in writing of the rights provided in subdivisions 6, paragraph (b), 9, and either subdivision 10 or 11, whichever applies.

Subd. 8. **Right to test result report.** An employee or job applicant has the right to request and receive from the employer a copy of the test result report on any drug or alcohol test or cannabis test.

Subd. 9. **Confirmatory retests.** An employee or job applicant may request a confirmatory retest of the original sample at the employee's or job applicant's own expense after notice of a positive test result on a

confirmatory test. Within five working days after notice of the confirmatory test result, the employee or job applicant shall notify the employer in writing of the employee's or job applicant's intention to obtain a confirmatory retest. Within three working days after receipt of the notice, the employer shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or transfer the sample to another laboratory licensed under subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that the chain-of-custody procedures in subdivision 3 are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, alcohol, or cannabis threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

[See Note.]

Subd. 10. **Limitations on employee discharge, discipline, or discrimination.** (a) An employer may not discharge, discipline, discriminate against, or request or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

(b) In addition to the limitation under paragraph (a), an employer may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test or cannabis test requested by the employer unless the following conditions have been met:

(1) the employer has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug, alcohol, or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the employer after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of substance use disorder; and

(2) the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

(c) Notwithstanding paragraph (a), an employer may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the employer believes that it is reasonably necessary to protect the health or safety of the employee, coemployees, or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

(d) An employer may not discharge, discipline, discriminate against, or request or require rehabilitation of an employee on the basis of medical history information revealed to the employer pursuant to subdivision 6 unless the employee was under an affirmative duty to provide the information before, upon, or after hire.

(e) An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

[See Note.]

Subd. 10a. **Additional limitations for cannabis.** An employer may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee

is working, on the employer's premises, or operating the employer's vehicle, machinery, or equipment as follows:

(1) if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;

(2) if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;

(3) as provided in the employer's written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by section 181.952; or

(4) as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause an employer to lose a monetary or licensing-related benefit under federal law or regulations.

Subd. 11. **Limitation on withdrawal of job offer.** If a job applicant has received a job offer made contingent on the applicant passing drug and alcohol testing, the employer may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test.

History: *1987 c 384 art 3 s 32; 1987 c 388 s 4; 1988 c 536 s 2,3; 1991 c 60 s 6-9; 1997 c 180 s 2; 2004 c 228 art 1 s 32; 2022 c 98 art 4 s 51; 2023 c 63 art 6 s 39*

NOTE: Subdivision 9 was found preempted by the federal Labor Management Relations Act as applied to collective bargaining agreements in *Visnovec v. Yellow Freight System, Inc.*, 754 F.Supp. 142 (D. Minn. 1990).

NOTE: Subdivision 10 was found preempted as applied to the physical qualifications for federal motor carrier drivers by federal motor carrier safety regulations in *Visnovec v. Yellow Freight System, Inc.*, 754 F.Supp. 142 (D. Minn. 1990).

181.954 PRIVACY, CONFIDENTIALITY, AND PRIVILEGE SAFEGUARDS.

Subdivision 1. **Privacy limitations.** A laboratory may only disclose to the employer test result data regarding the presence or absence of drugs, alcohol, or their metabolites in a sample tested.

Subd. 2. **Confidentiality limitations.** Test result reports and other information acquired in the drug or alcohol testing or cannabis testing process are, with respect to private sector employees and job applicants, private and confidential information, and, with respect to public sector employees and job applicants, private data on individuals as that phrase is defined in chapter 13, and may not be disclosed by an employer or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

Subd. 3. **Exceptions to privacy and confidentiality disclosure limitations.** Notwithstanding subdivisions 1 and 2, evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

Subd. 4. **Privilege.** Positive test results from an employer drug or alcohol testing or cannabis testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

History: *1987 c 388 s 5; 2023 c 63 art 6 s 40*

181.955 CONSTRUCTION.

Subdivision 1. **Freedom to collectively bargain.** Sections 181.950 to 181.954 shall not be construed to limit the parties to a collective bargaining agreement from bargaining and agreeing with respect to a drug and alcohol testing or a cannabis testing policy that meets or exceeds, and does not otherwise conflict with, the minimum standards and requirements for employee protection provided in those sections.

Subd. 2. **Employee protections under existing collective bargaining agreements.** Sections 181.950 to 181.954 shall not be construed to interfere with or diminish any employee protections relating to drug and alcohol testing or cannabis testing already provided under collective bargaining agreements in effect on the effective date of those sections that exceed the minimum standards and requirements for employee protection provided in those sections.

Subd. 3. **Professional athletes.** Sections 181.950 to 181.954 shall not be construed to interfere with the operation of a drug and alcohol testing or cannabis testing program if:

(1) the drug and alcohol testing program is permitted under a contract between the employer and employees; and

(2) the covered employees are employed as professional athletes.

Upon request of the commissioner of labor and industry, the exclusive representative of the employees and the employer shall certify to the commissioner of labor and industry that the drug and alcohol testing or cannabis testing program permitted under the contract should operate without interference from the sections specified in this subdivision. This subdivision must not be construed to create an exemption from controlled substance crimes in chapter 152.

History: *1987 c 388 s 6; 2011 c 62 s 1; 2023 c 63 art 6 s 41*

181.956 REMEDIES.

Subdivision 1. **Exhaustion.** An employee or collective bargaining agent may bring an action under this section only after first exhausting all applicable grievance procedures and arbitration proceeding requirements under a collective bargaining agreement; provided that, an employee's right to bring an action under this section is not affected by a decision of a collective bargaining agent not to pursue a grievance.

Subd. 2. **Damages.** In addition to any other remedies provided by law, an employer or laboratory that violates sections 181.950 to 181.954 is liable to an employee or job applicant injured by the violation in a civil action for any damages allowable at law. If a violation is found and damages awarded, the court may also award reasonable attorney fees for a cause of action based on a violation of sections 181.950 to 181.954 if the court finds that the employer knowingly or recklessly violated sections 181.950 to 181.954.

Subd. 3. **Injunctive relief.** An employee or job applicant, a state, county, or city attorney, or a collective bargaining agent who fairly and adequately represents the interests of the protected class has standing to bring an action for injunctive relief requesting the district court to enjoin an employer or laboratory that commits or proposes to commit an act in violation of sections 181.950 to 181.954.

Subd. 4. **Other equitable relief.** Upon finding a violation of sections 181.950 to 181.954, or as part of injunctive relief granted under subdivision 3, a court may, in its discretion, grant any other equitable relief it considers appropriate, including ordering the injured employee or job applicant reinstated with back pay.

Subd. 5. **Retaliation prohibited.** An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for asserting rights and remedies provided in sections 181.950 to 181.954.

History: *1987 c 388 s 7; 2023 c 53 art 11 s 36*

181.957 FEDERAL PREEMPTION.

Subdivision 1. **Excluded employees and job applicants.** Except as provided under subdivision 2, the employee and job applicant protections provided under sections 181.950 to 181.956 do not apply to employees and job applicants where the specific work performed requires those employees and job applicants to be subject to drug and alcohol testing or cannabis testing pursuant to:

(1) federal regulations that specifically preempt state regulation of drug and alcohol testing or cannabis testing with respect to those employees and job applicants;

(2) federal regulations or requirements necessary to operate federally regulated facilities;

(3) federal contracts where the drug and alcohol testing or cannabis testing is conducted for security, safety, or protection of sensitive or proprietary data; or

(4) state agency rules that adopt federal regulations applicable to the interstate component of a federally regulated industry, and the adoption of those rules is for the purpose of conforming the nonfederally regulated intrastate component of the industry to identical regulation.

Subd. 2. **Exclusion limited.** Employers and testing laboratories must comply with the employee and job applicant protections provided under sections 181.950 to 181.956, with respect to employees or job applicants otherwise excluded under subdivision 1 from those protections, to the extent that the provisions of sections 181.950 to 181.956 are not inconsistent with or specifically preempted by the federal regulations, contract, or requirements applicable to drug and alcohol testing.

History: *1987 c 388 s 8; 2023 c 63 art 6 s 42*

PERSONNEL RECORD REVIEW AND ACCESS

181.960 DEFINITIONS.

Subdivision 1. **Applicability.** For purposes of sections 181.960 to 181.966 and unless otherwise provided, the following terms have the meanings given in this section.

Subd. 2. **Employee.** "Employee" means a person who performs services for hire for an employer, provided that the services have been performed predominately within this state. The term includes any person who has been separated from employment for less than one year. The term does not include an independent contractor.

Subd. 3. **Employer.** "Employer" means a person who has 20 or more employees. Employer does not include a state agency, statewide system, political subdivision, or advisory board or commission that is subject to chapter 13.

Subd. 4. **Personnel record.** "Personnel record," to the extent maintained by an employer, means: any application for employment; wage or salary history; notices of commendation, warning, discipline, or termination; authorization for a deduction or withholding of pay; fringe benefit information; leave records; and employment history with the employer, including salary and compensation history, job titles, dates of promotions, transfers, and other changes, attendance records, performance evaluations, and retirement record. The term does not include:

(1) written references respecting the employee, including letters of reference supplied to an employer by another person;

(2) information relating to the investigation of a violation of a criminal or civil statute by an employee or an investigation of employee conduct for which the employer may be liable, unless and until:

(i) the investigation is completed and, in cases of an alleged criminal violation, the employer has received notice from the prosecutor that no action will be taken or all criminal proceedings and appeals have been exhausted; and

(ii) the employer takes adverse personnel action based on the information contained in the investigation records;

(3) education records, pursuant to section 513(a) of title 5 of the Family Educational Rights and Privacy Act of 1974, United States Code, title 20, section 1232g, that are maintained by an educational institution and directly related to a student;

(4) results of employer testing, except that the employee may see a cumulative total test score for a section of the test or for the entire test;

(5) information relating to the employer's salary system and staff planning, including comments, judgments, recommendations, or ratings concerning expansion, downsizing, reorganization, job restructuring, future compensation plans, promotion plans, and job assignments;

(6) written comments or data of a personal nature about a person other than the employee, if disclosure of the information would constitute an intrusion upon the other person's privacy;

(7) written comments or data kept by the employee's supervisor or an executive, administrative, or professional employee, provided the written comments or data are kept in the sole possession of the author of the record;

(8) privileged information or information that is not discoverable in a workers' compensation, grievance arbitration, administrative, judicial, or quasi-judicial proceeding;

(9) any portion of a written or transcribed statement by a coworker of the employee that concerns the job performance or job-related misconduct of the employee that discloses the identity of the coworker by name, inference, or otherwise; and

(10) medical reports and records, including reports and records that are available to the employee from a health care services provider pursuant to sections 144.291 to 144.298.

History: *1989 c 349 s 1; 1994 c 595 s 1; 2007 c 147 art 10 s 15*

181.961 REVIEW OF PERSONNEL RECORD BY EMPLOYEE.

Subdivision 1. **Right to review; frequency.** Upon written request by an employee, the employer shall provide the employee with an opportunity to review the employee's personnel record. An employer is not required to provide an employee with an opportunity to review the employee's personnel record if the employee has reviewed the personnel record during the previous six months; except that, upon separation from employment, an employee may review the employee's personnel record once each year after separation for as long as the personnel record is maintained.

Subd. 2. **Time; location; condition; copy.** (a) The employer shall comply with a written request pursuant to subdivision 1 no later than seven working days after receipt of the request if the personnel record is located in this state, or no later than 14 working days after receipt of the request if the personnel record is located outside this state.

(b) With respect to current employees, the personnel record or an accurate copy must be made available for review by the employee during the employer's normal hours of operation at the employee's place of employment or other reasonably nearby location, but need not be made available during the employee's working hours. The employer may require that the review be made in the presence of the employer or the employer's designee. After the review and upon the employee's written request, the employer shall provide a copy of the record to the employee.

(c) With respect to employees who are separated from employment, upon the employee's written request, the employer shall provide a copy of the personnel record to the employee. Providing a copy of the employee's personnel record to the employee satisfies the employer's responsibility to allow review as stated in subdivision 1.

(d) The employer may not charge a fee for the copy.

Subd. 3. **Good faith.** The employer may deny the employee the right to review the employee's personnel record if the employee's request to review is not made in good faith. The burden of proof that the request to review is not made in good faith is on the employer.

Subd. 4. **Employer defined.** For the purposes of this section, "employer" includes a person who has one or more employees.

History: *1989 c 349 s 2; 1992 c 445 s 1; 1994 c 595 s 2; 1997 c 180 s 3; 2004 c 137 s 2*

181.962 REMOVAL OR REVISION OF INFORMATION.

Subdivision 1. **Agreement; failure to agree; position statement.** (a) If an employee disputes specific information contained in the employee's personnel record:

(1) the employer and the employee may agree to remove or revise the disputed information; and

(2) if an agreement is not reached, the employee may submit a written statement specifically identifying the disputed information and explaining the employee's position.

(b) The employee's position statement may not exceed five written pages. The position statement must be included along with the disputed information for as long as that information is maintained in the employee's personnel record. A copy of the position statement must also be provided to any other person who receives a copy of the disputed information from the employer after the position statement is submitted.

Subd. 2. **Defamation actions prohibited.** (a) No communication by an employee of information obtained through a review of the employee's personnel record may be made the subject of any action by the employee for libel, slander, or defamation, unless the employee requests that the employer comply with subdivision 1 and the employer fails to do so.

(b) No communication by an employer of information contained in an employee's personnel record after the employee has exercised the employee's right to review pursuant to section 181.961 may be made the subject of any common law civil action for libel, slander, or defamation unless:

(1) the employee has disputed specific information contained in the personnel record pursuant to subdivision 1;

(2) the employer has refused to agree to remove or revise the disputed information;

(3) the employee has submitted a written position statement as provided under subdivision 1; and

(4) the employer either (i) has refused or negligently failed to include the employee's position statement along with the disputed information or thereafter provide a copy of the statement to other persons as required under subdivision 1, or (ii) thereafter communicated the disputed information with knowledge of its falsity or in reckless disregard of its falsity.

(c) A common law civil action for libel, slander, or defamation based upon a communication of disputed information contained in an employee's personnel record is not prohibited if the communication is made after the employer and the employee reach an agreement to remove or revise disputed information and the communication is not consistent with the agreement.

History: *1989 c 349 s 3; 1992 c 445 s 2*

181.963 USE OF OMITTED PERSONNEL RECORD.

Information properly belonging in an employee's personnel record that was omitted from the personnel record provided by an employer to an employee for review pursuant to section 181.961 may not be used by the employer in an administrative, judicial, or quasi-judicial proceeding, unless the employer did not intentionally omit the information and the employee is given a reasonable opportunity to review the omitted information prior to its use.

History: *1989 c 349 s 4*

181.9631 NOTICE OF EMPLOYEE RIGHTS.

An employer as defined under section 181.960, subdivision 3, shall provide written notice to a job applicant upon hire of the rights and remedies provided in sections 181.960 to 181.965.

History: *2007 c 119 s 1*

181.964 RETALIATION PROHIBITED.

An employer shall not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for asserting rights or remedies provided in sections 181.960 to 181.965.

History: *1989 c 349 s 5; 2023 c 53 art 11 s 37*

181.9641 ENFORCEMENT.

The Department of Labor and Industry shall enforce sections 181.960 to 181.964. The department may assess a fine of up to $5,000 for a violation of sections 181.960 to 181.964.

The fine, together with costs and attorney fees, may be recovered in a civil action in the name of the department brought in the district court of the county where the violation is alleged to have occurred or where the commissioner has an office.

The fine provided by this section is in addition to any other remedy provided by law.

History: *1994 c 632 art 4 s 59*

181.965 REMEDIES.

Subdivision 1. **General.** In addition to other remedies provided by law, if an employer violates a provision of sections 181.960 to 181.964, the employee may bring a civil action to compel compliance and for the following relief:

(1) for a violation of sections 181.960 to 181.963, actual damages only, plus costs; and

(2) for a violation of section 181.964, actual damages, back pay, and reinstatement or other make-whole, equitable relief, plus reasonable attorney fees.

Subd. 2. **Limitations period.** Any civil action maintained by the employee under this section must be commenced within one year of the actual or constructive discovery of the alleged violation.

History: *1989 c 349 s 6*

181.966 ADDITIONAL RIGHT OF ACCESS TO RECORDS.

Sections 181.960 to 181.965 do not prevent an employer from providing additional rights to employees and do not diminish a right of access to records under chapter 13.

History: *1989 c 349 s 7*

181.967 EMPLOYMENT REFERENCES.

Subdivision 1. **Definitions.** For purposes of this section:

(1) "employee" means a person who performs services for hire and includes an officer of a corporation;

(2) "employer" means a person who has one or more employees and includes a designated employee or agent who discloses information on behalf of an employer;

(3) "personnel record" has the meaning given in section 181.960;

(4) "private employer" means an employer that is not a government entity, as defined in section 13.02; and

(5) "public employer" means an employer that is a government entity, as defined in section 13.02.

Subd. 2. **Causes of action limited.** No action may be maintained against an employer by an employee or former employee for the disclosure of information listed in subdivisions 3 to 5 about the employee to a prospective employer or employment agency as provided under this section, unless the employee or former employee demonstrates by clear and convincing evidence that:

(1) the information was false and defamatory; and

(2) the employer knew or should have known the information was false and acted with malicious intent to injure the current or former employee.

Subd. 3. **Employment reference information disclosure by private employers.** (a) Subdivision 2 applies to the disclosure of the following information by a private employer in response to a request for the information:

(1) dates of employment;

(2) compensation and wage history;

(3) job description and duties;

(4) training and education provided by the employer; and

(5) acts of violence, theft, harassment, or illegal conduct documented in the personnel record that resulted in disciplinary action or resignation and the employee's written response, if any, contained in the employee's personnel record.

A disclosure under clause (5) must be in writing with a copy sent contemporaneously by regular mail to the employee's last known address.

(b) With the written authorization of the current or former employee, subdivision 2 also applies to the written disclosure of the following information by a private employer:

(1) written employee evaluations conducted before the employee's separation from the employer, and the employee's written response, if any, contained in the employee's personnel record;

(2) written disciplinary warnings and actions in the five years before the date of the authorization, and the employee's written response, if any, contained in the employee's personnel record; and

(3) written reasons for separation from employment.

The employer must contemporaneously provide the employee or former employee with a copy of information disclosed under this paragraph and to whom it was disclosed by mailing the information to the employee or former employee.

(c) A prospective employer or employment agency shall not disclose written information received under this section without the written authorization of the employee.

Subd. 4. **Disclosure of personnel data by public employer.** Subdivision 2 applies to the disclosure of all public personnel data and to the following private personnel data under section 13.43 by a public employer if the current or former employee gives written consent to the release of the private data:

(1) written employee evaluations conducted before the employee's separation from the employer, and the employee's written response, if any, contained in the employee's personnel record; and

(2) written reasons for separation from employment.

Subd. 5. **School district disclosure of violence or inappropriate sexual contact.** (a) Subdivision 2 applies to a disclosure by the superintendent of a school district or the superintendent's designee, or a person having administrative control of a charter school, to another school district or charter school of: (1) public personnel data under section 13.43, subdivision 2, relating to acts of violence toward or inappropriate sexual

contact with a student that resulted in disciplinary action; and (2) private personnel data under section 13.43, subdivision 16.

(b) A disclosure under this subdivision must be in writing with a copy sent contemporaneously by regular mail to the employee's last known address.

Subd. 6. **Application; relation to other law.** (a) This section does not affect the availability of other limitations on liability under common law.

(b) This section does not apply to an action involving an alleged violation of chapter 363 or other statute.

(c) This section does not diminish or impair the rights of a person under a collective bargaining agreement.

History: *2004 c 137 s 3*

EMPLOYEE INDEMNIFICATION

181.970 EMPLOYEE INDEMNIFICATION.

Subdivision 1. **Indemnification required.** An employer shall defend and indemnify its employee for civil damages, penalties, or fines claimed or levied against the employee, provided that the employee:

(1) was acting in the performance of the duties of the employee's position;

(2) was not guilty of intentional misconduct, willful neglect of the duties of the employee's position, or bad faith; and

(3) has not been indemnified by another person for the same damages, penalties, or fines.

Subd. 2. **Exception.** Subdivision 1 does not apply to:

(1) employees of the state or a municipality governed by section 3.736 or 466.07;

(2) employees who are subject to a contract or other agreement governing indemnification rights;

(3) employees and employers who are governed by indemnification provisions under section 302A.521, 317A.521, or 322C.0408, or similar laws of this state or another state specifically governing indemnification of employees of business or nonprofit corporations, limited liability companies, or other legal entities; or

(4) indemnification rights for a particular liability specifically governed by other law.

History: *1993 c 216 s 1; 2005 c 69 art 3 s 18; 2014 c 157 art 2 s 2,29,31*

PROTECTED PERSONNEL INFORMATION

181.973 MS 2018 [Repealed, 2Sp2020 c 1 s 36]

181.9731 PUBLIC SAFETY PEER COUNSELING.

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Emergency service provider" includes a peace officer, correctional officer, probation officer, supervision agent, firefighter, rescue squad member, dispatcher, hospital or emergency medical clinic

personnel, a person who provides emergency medical services for a Minnesota licensed ambulance service, forensic science professional, or other person involved with public safety emergency services, either paid or volunteer.

(c) "Peer support counselor" means an individual who is:

(1) specially trained to provide public safety peer counseling services in accordance with standards that are both (i) established by an accredited mental health organization or network, and (ii) recognized by the commissioner of public safety; and

(2) designated by the emergency service provider's agency to provide such services.

(d) "Public safety peer counseling" means one or more sessions, led by a peer support counselor, designed to help an emergency service provider who experienced an occupation-related trauma, illness, or stress develop skills and strategies to better understand, cope with, and process emotions and memories tied to the trauma, illness, or stress. Public safety peer counseling includes group sessions led by a peer support counselor, one-to-one contact with a peer support counselor, and meetings with a peer support counselor to obtain referrals to appropriate mental health or community support services.

Subd. 2. **Peer support counselor; prohibition on being witness or party.** A peer support counselor may not provide public safety peer counseling to an emergency service provider if the emergency service provider is seeking public safety peer counseling to address a critical incident, as defined in section 181.9732, subdivision 1, paragraph (b), to which the peer support counselor is a witness. A peer support counselor may refer the person to another peer support counselor or other appropriate mental health or community support service.

Subd. 3. **Disclosure prohibited.** (a) Except as provided in subdivision 4, a peer support counselor or any person who receives public safety peer counseling shall not be required to disclose information to a third party that was obtained solely through the provision or receipt of public safety peer counseling.

(b) Government data on individuals receiving peer counseling are classified as private data on individuals, as defined by section 13.02, subdivision 12, but may be disclosed as provided in subdivision 4.

Subd. 4. **Exceptions.** The prohibition established under subdivision 3 does not apply if any of the following are true:

(1) the peer support counselor reasonably believes the disclosure is necessary to prevent harm to self by the person in receipt of public safety peer counseling or to prevent the person from harming another person, provided the disclosure is only for the purpose of preventing the person from harming self or others and limited to information necessary to prevent such harm;

(2) the person receiving public safety peer counseling discloses information that is required to be reported under the mandated reporting laws, including, but not limited to, the reporting of maltreatment of minors under chapter 260E and the reporting of maltreatment of vulnerable adults under section 626.557, provided the disclosure is only for the purpose of reporting maltreatment and limited to information necessary to make such a report;

(3) the person who received public safety peer counseling provides written consent authorizing disclosure of the information;

(4) the emergency service provider who received public safety peer counseling is deceased and the surviving spouse or administrator of the estate of the deceased emergency service provider gives written consent authorizing disclosure of the information; or

(5) the emergency service provider who received public safety peer counseling voluntarily testifies, in which case the peer support counselor may be compelled to testify on the same subject.

History: *1Sp2020 c 2 art 8 s 145; 2Sp2020 c 1 s 3*

181.9732 CRITICAL INCIDENT STRESS MANAGEMENT.

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Critical incident" means an event that results in acute or cumulative psychological stress or trauma to an emergency service provider. Critical incident includes but is not limited to any encounter which may result in the death of or serious injury to another person such as fatal motor vehicle accidents, child abuse investigations, death investigations, and large scale man-made or natural disasters.

(c) "Critical incident stress management services" means consultation, risk assessment, education, intervention, and other crisis intervention services provided by a critical incident stress management team or critical incident stress management team member to an emergency service provider affected by a critical incident.

(d) "Critical incident stress management team" means a group organized to provide critical incident stress management to emergency service providers and consists of critical incident stress management team members. A critical incident stress management team may include members from any emergency service discipline, mental health professionals, and designated emergency service chaplains.

(e) "Critical incident stress management team member" means an individual who:

(1) is trained to provide critical incident stress management services in accordance with standards that are both (i) established by a nationally recognized critical incident stress management organization or network, and (ii) recognized by the commissioner of public safety;

(2) was approved to function as a critical incident stress management team member prior to the time critical incident stress management services are provided; and

(3) is approved to function as a critical incident stress management team member at the time the critical incident stress management services are provided.

(f) "Emergency service provider" includes a peace officer, correctional officer, probation officer, supervision agent, firefighter, rescue squad member, dispatcher, hospital or emergency medical clinic personnel, a person who provides emergency medical services for a Minnesota licensed ambulance service, forensic science professional, or other person involved with public safety emergency services, either paid or volunteer.

Subd. 2. **Team members; prohibition on being witness or party.** A person who otherwise qualifies as a critical incident stress management team member may not be part of a critical incident stress management team providing services to an emergency service provider if the critical incident stress management team member is a witness to the critical incident for which the person is receiving services.

Subd. 3. **Disclosure prohibited.** (a) Except as provided in subdivision 4, a critical incident stress management team member or any person who receives critical incident stress management services shall not be required to disclose information to a third party that was obtained solely through the provision or receipt of critical incident stress management services.

(b) Government data on individuals receiving critical incident stress management services are classified as private data on individuals, as defined by section 13.02, subdivision 12, but may be disclosed as provided in subdivision 4.

Subd. 4. **Exceptions.** The prohibition established under subdivision 3 does not apply if any of the following are true:

(1) the critical incident stress management team member reasonably believes the disclosure is necessary to prevent harm to self by the person in receipt of critical incident stress management services or to prevent the person from harming another person, provided the disclosure is only for the purpose of preventing the person from harming self or others and limited to information necessary to prevent such harm;

(2) the person receiving critical incident stress management services discloses information that is required to be reported under the mandated reporting laws, including, but not limited to, the reporting of maltreatment of minors under chapter 260E and the reporting of maltreatment of vulnerable adults under section 626.557, provided the disclosure is only for the purpose of reporting maltreatment and limited to information necessary to make such a report;

(3) the person who received critical incident stress management services provides written consent authorizing disclosure of the information;

(4) the emergency service provider who received critical incident stress management services is deceased and the surviving spouse or administrator of the estate of the deceased emergency service provider gives written consent authorizing disclosure of the information; or

(5) the emergency service provider who received critical incident stress management services voluntarily testifies, in which case the critical incident stress management team member may be compelled to testify on the same subject.

History: *1Sp2020 c 2 art 8 s 145; 2Sp2020 c 1 s 4*

181.974 GENETIC TESTING IN EMPLOYMENT.

Subdivision 1. **Definitions.** For the purposes of this section, the following terms have the meanings given them in this subdivision.

(a) "Genetic test" means the analysis of human DNA, RNA, chromosomes, proteins, or certain metabolites in order to detect disease-related genotypes or mutations. Tests for metabolites fall within the definition of genetic test when an excess or deficiency of the metabolites indicates the presence of a mutation or mutations. Administration of metabolic tests by an employer or employment agency that are not intended to reveal the presence of a mutation does not violate this section, regardless of the results of the tests. Test results revealing a mutation are, however, subject to this section.

(b) "Employer" means any person having one or more employees in Minnesota, and includes the state and any political subdivisions of the state.

(c) "Employee" means a person who performs services for hire in Minnesota for an employer, but does not include independent contractors.

(d) "Protected genetic information" means:

(1) information about a person's genetic test; or

(2) information about a genetic test of a blood relative of a person.

Subd. 2. **Use of protected genetic information prohibited.** (a) No employer or employment agency shall directly or indirectly:

(1) administer a genetic test or request, require, or collect protected genetic information regarding a person as a condition of employment; or

(2) affect the terms or conditions of employment or terminate the employment of any person based on protected genetic information.

(b) No person shall provide or interpret for any employer or employment agency protected genetic information on a current or prospective employee.

Subd. 3. **Penalties.** Any person aggrieved by a violation of this section may bring a civil action, in which the court may award:

(1) up to three times the actual damages suffered due to the violation;

(2) punitive damages;

(3) reasonable costs and attorney fees; and

(4) injunctive or other equitable relief as the court may deem appropriate.

History: *2001 c 154 s 1; 1Sp2001 c 9 art 13 s 20*

181.980 ACCESS TO EMPLOYEE ASSISTANCE RECORDS.

Subdivision 1. **Definitions.** (a) For the purpose of this section, the following terms have the meanings given to them in this subdivision.

(b) "Employee assistance services" means services paid for or provided by an employer and offered to employees or their family members on a voluntary basis. The services are designed to assist in the identification and resolution of productivity problems associated with personal concerns. Services include, but are not limited to, assessment; assistance; counseling or referral assistance with medical or mental health problems; alcohol or drug use; or emotional, marital, familial, financial, legal, or other personal problems.

(c) "Employer" means a person or entity located or doing business in the state and having one or more employees, but does not include a government entity that is subject to chapter 13.

(d) "Employee assistance provider" means an employer, or a person acting on behalf of an employer, who is providing employee assistance services.

(e) "Employee assistance records" means the records created, collected, or maintained by an employee assistance provider that relate to participation by an employee or an employee's family member in employee assistance services.

Employee assistance records do not include:

(1) written or recorded comments or data of a personal nature about a person other than the employee, if disclosure of the information would constitute an intrusion upon that person's privacy;

(2) written or recorded comments or data kept by the employee's supervisor or an executive, administrative, or professional employee, provided the written comments or data are kept in the sole possession of the author of the record;

(3) information that is not discoverable in a worker's compensation, grievance arbitration, administrative, judicial, or quasi-judicial proceeding; or

(4) any portion of a written, recorded, or transcribed statement by a third party about the recipient of employee assistance services that discloses the identity of the third party by name, inference, or otherwise.

Subd. 2. **Access.** Upon written request of a person who has received employee assistance services, or a parent or legal guardian of the person if the person is a minor, an employee assistance provider shall provide the requesting person with an opportunity to review and obtain copies of the person's employee assistance records or the pertinent portion of the records specified by the person. An employee assistance provider shall comply with a request under this subdivision no later than seven working days after receipt of the request if the records are located in this state, or 14 working days after receipt of the request if the records are located outside this state. An employee assistance provider may not charge a fee for a copy of the record.

Subd. 3. **Relation to personnel file.** Employee assistance records must be maintained separate from personnel records and must not become part of an employee's personnel file.

Subd. 4. **Other rights preserved.** The rights and obligations created by this section are in addition to rights or obligations created under a contract or other law governing access to records.

Subd. 5. **Disclosure.** No portion of employee assistance records, or participation in employee assistance services, may be disclosed to a third person, including the employer or its representative, without the prior written authorization of the person receiving services, or the person's legal representative. This subdivision does not prohibit disclosure:

(1) pursuant to state or federal law or judicial order;

(2) required in the normal course of providing the requested services; or

(3) if necessary to prevent physical harm or the commission of a crime.

Subd. 6. **Remedies.** In addition to other remedies provided by law, the recipient of employee assistance services may bring a civil action to compel compliance with this section and to recover actual damages, plus costs and reasonable attorney fees.

History: *2001 c 145 s 1*

181.981 EMPLOYMENT OF INDIVIDUAL WITH CRIMINAL HISTORY; LIMITATION ON ADMISSIBILITY OF EVIDENCE.

Subdivision 1. **Limitation on admissibility of criminal history.** Information regarding a criminal history record of an employee or former employee may not be introduced as evidence in a civil action against a private employer or its employees or agents that is based on the conduct of the employee or former employee, if:

(1) the duties of the position of employment did not expose others to a greater degree of risk than that created by the employee or former employee interacting with the public outside of the duties of the position or that might be created by being employed in general;

(2) before the occurrence of the act giving rise to the civil action:

(i) a court order sealed any record of the criminal case;

(ii) any record of the criminal case was sealed as the result of an automatic expungement, including but not limited to a grant of expungement made pursuant to section 609A.015; or

(iii) the employee or former employee received a pardon;

(3) the record is of an arrest or charge that did not result in a criminal conviction; or

(4) the action is based solely upon the employer's compliance with section 364.021.

Subd. 2. **Relation to other law.** This section does not supersede a statutory requirement to conduct a criminal history background investigation or consider criminal history records in hiring for particular types of employment.

History: *2009 c 59 art 5 s 6; 2013 c 61 s 2; 2023 c 52 art 7 s 3*

WORKPLACE COMMUNICATIONS

181.985 WORKPLACE COMMUNICATIONS.

Subdivision 1. **Definition.** For the purposes of this section, "communication" means any printed or electronic document, letter, brochure, flyer, advertisement, email, text message, or similar means pertaining to union business or labor organizing as provided under state law.

Subd. 2. **Collective bargaining agreements.** Chapter 179A shall not prohibit a collective bargaining agreement from including provisions related to workplace communications.

History: *2008 c 300 s 8; 2009 c 86 art 1 s 28*

181.986 [Repealed, 1Sp2011 c 5 art 2 s 15]

181.987 USE OF SKILLED AND TRAINED CONTRACTOR WORKFORCES AT PETROLEUM REFINERIES.

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Contractor" means a vendor that enters into or seeks to enter into a contract with an owner or operator of a petroleum refinery to perform construction, alteration, demolition, installation, repair, maintenance, or hazardous material handling work at the site of the petroleum refinery. Contractor includes all contractors or subcontractors of any tier performing work as described in this paragraph at the site of the petroleum refinery. Contractor does not include employees of the owner or operator of a petroleum refinery.

(c) "Registered apprenticeship program" means an apprenticeship program registered with the Department of Labor and Industry under chapter 178 or with the United States Department of Labor Office of Apprenticeship or a recognized state apprenticeship agency under Code of Federal Regulations, title 29, parts 29 and 30.

(d) "Skilled and trained workforce" means a workforce in which each employee of the contractor or subcontractor of any tier working at the site of the petroleum refinery in an apprenticeable occupation in the building and construction trades meets one of the following criteria:

(1) is currently registered as an apprentice in a registered apprenticeship program in the applicable trade;

(2) has graduated from a registered apprenticeship program in the applicable trade;

(3) has completed all of the related instruction and on-the-job learning requirements needed to graduate from the registered apprenticeship program their employer participates in; or

(4) has at least five years of experience working in the applicable trade and is currently participating in journeyworker upgrade training in a registered apprenticeship program in the applicable trade or has completed any training identified as necessary by the registered apprenticeship training program for the employee to become a qualified journeyworker in the applicable trade.

(e) "Petroleum refinery" means a facility engaged in producing gasoline, kerosene, distillate fuel oils, residual fuel oil, lubricants, or other products through distillation of petroleum or through redistillation, cracking, or reforming of unfinished petroleum derivatives. Petroleum refinery includes fluid catalytic cracking unit catalyst regenerators, fluid catalytic cracking unit incinerator-waste heat boilers, fuel gas combustion devices, and indirect heating equipment associated with the refinery.

(f) "Apprenticeable occupation" means any trade, form of employment, or apprenticeable occupation in the building and construction trades approved by the commissioner of labor and industry or the United States Secretary of Labor.

(g) "OEM" means original equipment manufacturer and refers to organizations that manufacture or fabricate equipment for sale directly to purchasers or other resellers.

Subd. 2. **Use of contractors by owner, operator; requirement.** (a) An owner or operator of a petroleum refinery shall, when contracting with contractors for the performance of construction, alteration, demolition, installation, repair, maintenance, or hazardous material handling work at the site of the petroleum refinery, require that the contractors performing that work, and any subcontractors of any tier, use a skilled and trained workforce when performing that work at the site of the petroleum refinery. The requirement to use a safe and skilled workforce under this section shall apply to each contractor and subcontractor of any tier when performing construction, alteration, demolition, installation, repair, maintenance, or hazardous material handling work at the site of the petroleum refinery.

(b) The requirement under this subdivision applies only when each contractor and subcontractor of any tier is performing work at the site of the petroleum refinery.

(c) The requirement under this subdivision does not apply when an owner or operator contracts with contractors or subcontractors hired to install OEM equipment and to perform OEM work to comply with equipment warranty requirements.

(d) A contractor's workforce must meet the requirements of subdivision 1, paragraph (d), according to the following schedule:

(1) 30 percent by January 1, 2024;

(2) 45 percent by January 1, 2025; and

(3) 60 percent by January 1, 2026.

(e) If a contractor is required under a collective bargaining agreement to hire workers referred by a labor organization for the petroleum refinery worksite, and the labor organization is unable to refer sufficient workers for the contractor to comply with the applicable percentage provided in paragraph (d) within 48 hours of the contractor's request excluding Saturdays, Sundays, and holidays, the contractor shall be relieved of the obligation to comply with the applicable percentage and shall use the maximum percentage of a skilled and trained workforce that is available to the contractor from the labor organization's referral procedure. The contractor shall comply with the applicable percentage provided in paragraph (d) once the labor organization is able to refer sufficient workers for the contractor to comply with the applicable percentage.

(f) This section shall not apply to a contractor to the extent that an emergency makes compliance with this section impracticable for the contractor because the emergency requires immediate action by the contractor to prevent harm to public health or safety or to the environment. The requirements of this section shall apply to the contractor once the emergency ends or it becomes practicable for the contractor to obtain a skilled and trained workforce for the refinery worksite, whichever occurs sooner.

(g) An owner or operator is exempt from this section if:

(1) the owner or operator has entered into a project labor agreement with a council of building trades labor organizations requiring participation in registered apprenticeship programs, or all contractors and subcontractors of any tier have entered into bona fide collective bargaining agreements with labor organizations requiring participation in registered apprenticeship programs; and

(2) all contracted work at the petroleum refinery that is subject to this section is also subject to the project labor agreement or collective bargaining agreements requiring participation in such registered apprenticeship programs.

Subd. 3. **Penalties.** (a) The Division of Labor Standards shall receive complaints of violations of this section. The commissioner of labor and industry shall fine an owner or operator, contractor, or subcontractor of any tier not less than $5,000 nor more than $10,000 for each violation of the requirements in this section. An owner or operator, contractor, or subcontractor of any tier shall be considered an employer for purposes of section 177.27.

(b) An owner or operator shall be found in violation of this section, and subject to fines and other penalties, for failing to:

(1) require a skilled and trained workforce in its contracts and subcontracts as required by subdivision 2, paragraph (a); or

(2) enforce the requirement of use of a skilled and trained workforce as required by subdivision 2, paragraph (a).

(c) A contractor or subcontractor shall be found in violation of this section, and subject to fines and other penalties, if the contractor or subcontractor fails to use a skilled and trained workforce as required by subdivision 2, paragraph (a).

(d) Each shift on which a violation of this section occurs shall be considered a separate violation. This fine is in addition to any penalties provided under section 177.27, subdivision 7. In determining the amount of a fine under this subdivision, the appropriateness of the fine to the size of the violator's business and the gravity of the violation shall be considered.

History: *2023 c 30 s 2*

181.988 COVENANTS NOT TO COMPETE VOID IN EMPLOYMENT AGREEMENTS; SUBSTANTIVE PROTECTIONS OF MINNESOTA LAW APPLY.

Subdivision 1. **Definitions.** (a) "Covenant not to compete" means an agreement between an employee and employer that restricts the employee, after termination of the employment, from performing:

(1) work for another employer for a specified period of time;

(2) work in a specified geographical area; or

(3) work for another employer in a capacity that is similar to the employee's work for the employer that is party to the agreement.

A covenant not to compete does not include a nondisclosure agreement, or agreement designed to protect trade secrets or confidential information. A covenant not to compete does not include a nonsolicitation agreement, or agreement restricting the ability to use client or contact lists, or solicit customers of the employer.

(b) "Employer" means any individual, partnership, association, corporation, business, trust, or any person or group of persons acting directly or indirectly in the interest of an employer in relation to an employee.

(c) "Employee" as used in this section means any individual who performs services for an employer, including independent contractors.

(d) "Independent contractor" means any individual whose employment is governed by a contract and whose compensation is not reported to the Internal Revenue Service on a W-2 form. For purposes of this section, independent contractor also includes any corporation, limited liability corporation, partnership, or other corporate entity when an employer requires an individual to form such an organization for purposes of entering into a contract for services as a condition of receiving compensation under an independent contractor agreement.

Subd. 2. **Covenants not to compete void and unenforceable.** (a) Any covenant not to compete contained in a contract or agreement is void and unenforceable.

(b) Notwithstanding paragraph (a), a covenant not to compete is valid and enforceable if:

(1) the covenant not to compete is agreed upon during the sale of a business. The person selling the business and the partners, members, or shareholders, and the buyer of the business may agree on a temporary and geographically restricted covenant not to compete that will prohibit the seller of the business from carrying on a similar business within a reasonable geographic area and for a reasonable length of time; or

(2) the covenant not to compete is agreed upon in anticipation of the dissolution of a business. The partners, members, or shareholders, upon or in anticipation of a dissolution of a partnership, limited liability company, or corporation may agree that all or any number of the parties will not carry on a similar business within a reasonable geographic area where the business has been transacted.

(c) Nothing in this subdivision shall be construed to render void or unenforceable any other provisions in a contract or agreement containing a void or unenforceable covenant not to compete.

(d) In addition to injunctive relief and any other remedies available, a court may award an employee who is enforcing rights under this section reasonable attorney fees.

Subd. 3. **Choice of law; venue.** (a) An employer must not require an employee who primarily resides and works in Minnesota, as a condition of employment, to agree to a provision in an agreement or contract that would do either of the following:

(1) require the employee to adjudicate outside of Minnesota a claim arising in Minnesota; or

(2) deprive the employee of the substantive protection of Minnesota law with respect to a controversy arising in Minnesota.

(b) Any provision of a contract or agreement that violates paragraph (a) is voidable at any time by the employee and if a provision is rendered void at the request of the employee, the matter shall be adjudicated in Minnesota and Minnesota law shall govern the dispute.

(c) In addition to injunctive relief and any other remedies available, a court may award an employee who is enforcing rights under this section reasonable attorney fees.

(d) For purposes of this section, adjudication includes litigation and arbitration.

(e) This subdivision applies only to claims arising under this section.

History: *2023 c 53 art 6 s 1*

181.991 RESTRICTIVE FRANCHISE AGREEMENTS PROHIBITED.

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given them.

(b) "Employee" means an individual employed by an employer and includes independent contractors.

(c) "Employer" has the meaning given in section 177.23, subdivision 6.

(d) "Franchise," "franchisee," and "franchisor" have the meanings given in section 80C.01, subdivisions 4 to 6.

Subd. 2. **Prohibition on restrictive franchise agreements.** (a) No franchisor may restrict, restrain, or prohibit in any way a franchisee from soliciting or hiring an employee of a franchisee of the same franchisor.

(b) No franchisor may restrict, restrain, or prohibit in any way a franchisee from soliciting or hiring an employee of the franchisor.

(c) Any provision of an existing contract that violates paragraph (a) or (b) is void and unenforceable. When a provision in an existing contract violates this section, the franchisee must provide notice to their employees of this law.

Subd. 3. **Franchise agreement amendment.** Notwithstanding any law to the contrary, no later than May 24, 2024, franchisors shall:

(1) amend existing franchise agreements to remove any restrictive employment provision that violates subdivision 2; or

(2) sign a memorandum of understanding with each franchisee that provides that any contract provisions that violate subdivision 2 in any way are void and unenforceable, and provides notice to the franchisee of their rights and obligations under this section.

History: *2023 c 53 art 11 s 38*