

1                                    AMENDMENT TO SENATE BILL 73

2            AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 73, AS AMENDED, by  
3 replacing everything after the enacting clause with the  
4 following:

5            "Section 1. Short title. This Act may be cited as the  
6 Public Service Accountability Act.

7            Section 5. Legislative intent. The legislature finds  
8 that using private contractors to provide public services  
9 formerly provided by public employees does not always promote  
10 the public interest. To ensure that citizens of this State  
11 receive high quality public services at a low cost, with due  
12 regard for the taxpayers of this State, the service  
13 recipients, and the needs of public and private workers, the  
14 legislature finds it necessary to regulate privatization  
15 contracts and to protect those workers who report conditions  
16 and practices that impact on the efficiency and quality of  
17 public services provided by private contractors. The  
18 legislature further finds it necessary to ensure that access  
19 to public information guaranteed by the Freedom of  
20 Information Act is not in any way hindered by the fact that  
21 public services are provided by private contractors.

1 Section 10. Definitions. For purposes of this Act:

2 "State agency" or "agency" means executive offices,  
3 departments, divisions, bureaus, authorities, bodies  
4 corporate and public of the State, boards, commissions, or  
5 other offices or officers in the executive branch of State  
6 government.

7 "Employee of a private contractor" means a worker  
8 directly employed by a private contractor or subcontractor or  
9 an independent contractor that provides supplies or services  
10 to a private contractor. This term includes former employees  
11 of a private contractor or subcontractor and former  
12 independent contractors.

13 "Discrimination or retaliation" means a threat,  
14 intimidation, or any adverse change in an employee's wages,  
15 benefits, or terms or conditions of employment as a result of  
16 the employee reporting a violation of this Act. In the case  
17 of a person who is not an employee of the private contractor,  
18 this term includes any adverse action taken against the  
19 person or the person's employer as a result of reporting a  
20 violation of this Act, including the cancellation of or  
21 refusal to renew a contract with the person or the person's  
22 employer.

23 "Services" means, with respect to a private contractor,  
24 all aspects of the provision of services provided by a  
25 private contractor pursuant to a privatization contract, or  
26 any services provided by a subcontractor of a private  
27 contractor.

28 "Person" means an individual, corporation, partnership,  
29 firm, organization or association acting individually or as a  
30 group, institution, federal, State, or local governmental  
31 entity, or any other public or private entity.

32 "Privatization contract" means an agreement or  
33 combination or series of agreements by which a  
34 non-governmental person or entity agrees with a State agency

1 to provide services valued at \$100,000 or more that are  
2 substantially similar to and in lieu of services that have  
3 been provided or that could have been provided, in whole or  
4 in part, by regular employees of an agency and that result in  
5 the reduction in force of at least one permanent, classified  
6 employee. This Act shall not apply to contracts if any of the  
7 following apply:

8 (1) The services are not available within the  
9 agency or are of such a highly specialized or technical  
10 nature that the necessary knowledge, skills, or expertise  
11 is not available within the agency;

12 (2) The services are incidental to a contract for  
13 the purchase or lease of real or personal property;

14 (3) There is a demonstrated need for an  
15 independent audit, review, or investigation;

16 (4) The State is not able to provide equipment,  
17 materials, facilities, or support services in the  
18 location where the services are to be performed;

19 (5) The contract is for professional services that  
20 are typically rendered on a case-by-case or  
21 project-by-project basis, such as legal, professional  
22 engineering, structural engineering, land surveying, or  
23 architectural services, and the services are: (i) limited  
24 to the duration of the project, normally not to exceed 2  
25 years, or (ii) are provided on an intermittent basis for  
26 the duration of the contract.

27 (6) The need for services is urgent, temporary, or  
28 occasional, such that the time necessary to hire and  
29 train employees would render obtaining the services from  
30 State employees imprudent. The contract for urgent,  
31 temporary, or occasional services shall be limited to 90  
32 days' duration, with any extension subject to review and  
33 approval;

34 (7) Efforts to recruit State employees to perform

1 work authorized by law have failed because no applicant  
2 meeting the minimum qualifications has applied for the  
3 job;

4 (8) The contract is for services of private  
5 counsel;

6 (9) The contract is for services for training  
7 courses that can not be provided by current State  
8 employees;

9 (10) There is a conflict of interest; or

10 (11) The agreement was entered into prior to the  
11 effective date of this Act, including any agreement  
12 resulting from a rebidding or previously privatized  
13 service or an agreement renewing or extending a  
14 privatization contract.

15 "Private contractor" means any entity that enters into a  
16 privatization contract as that term is defined in this  
17 Section.

18 "Public employee" means an employee of any State  
19 department or agency.

20 "Public record" means a public record as defined in the  
21 Freedom of Information Act, and also includes any document  
22 relating to the privatization contract or performance under  
23 the privatization contract, prepared, received, or retained  
24 by a contractor or subcontractor whether that document be  
25 handwritten, typed, tape-recorded, printed, photocopied,  
26 photographed, or recorded by any other method but excluding  
27 those documents that would be considered as exemptions under  
28 the Freedom of Information Act which include trade secrets,  
29 bid proposals, formulae, and designs.

30 "Subcontractor" means a subcontractor of a private  
31 contractor for work under a privatization contract or an  
32 amendment to a privatization contract.

33 Section 15. Privatization contracts; requirements.

1 (a) No State agency shall make any privatization  
2 contract and no privatization contract shall be valid unless  
3 the State agency and the contractor comply with the  
4 requirements of this Act, including listing those specified  
5 provisions in the privatization contract as required by this  
6 Act.

7 (b) The State agency shall prepare a specific written  
8 statement of the services to be provided under the  
9 privatization contract, including the specific quantity and  
10 standard of quality of the subject services. The agency shall  
11 solicit competitive sealed bids for the privatization  
12 contract based upon this statement. This statement shall be a  
13 public record, shall be filed in the agency, and shall be  
14 published in the State register not later than 30 business  
15 days prior to the date on which bids are due. The day  
16 designated by the agency for accepting these sealed bids  
17 shall be the same for all parties.

18 (c) Every bid shall detail:

19 (1) The length of continuous employment of current  
20 employees with the contractor by job classification,  
21 without identifying employee names, for each similar or  
22 comparable position in which a bidder will employ any  
23 person pursuant to the privatization contract and for  
24 which the duties are substantially similar to the duties  
25 performed by a regular agency employee or employees. In  
26 addition, the contractor may submit information detailing  
27 the relevant prior experience of employees within each  
28 job classification. If the positions identified by the  
29 bidder shall be newly created, the bid shall identify the  
30 minimum requirements for prospective applicants for each  
31 of these position;

32 (2) The annual rate of current staff turnover;

33 (3) The number of hours of training planned for each  
34 employee in subject matters directly related to providing

1 services to State residents and clients;

2 (4) any legal complaints issued by an enforcement  
3 agency of this state or any other State for alleged  
4 violations of applicable federal, state, or local rules,  
5 regulations, or laws, including laws governing employee  
6 safety and health, labor relations, and other employment  
7 requirements, and any citations, court findings, or  
8 administrative findings for violations of federal, state,  
9 or local rules, regulations, or laws. The information  
10 must include: (i) the date; (ii) the enforcement agency;  
11 (iii) the rule, law, or regulation involved; and (iv) any  
12 additional information the contractor may wish to submit;

13 (5) any collective bargaining agreements or  
14 personnel policies covering the employees that provide  
15 services to the State; and

16 (6) political contributions made by the bidder or  
17 any employee in a management position with the bidding  
18 company to any elected officer of the State or member of  
19 the State legislature during the 4 years prior to the due  
20 date of the bid.

21 (d) For each position in which a contractor will employ  
22 a person pursuant to the privatization contract, the minimum  
23 compensation to be paid for the position shall be:

24 (1) the greater of the wage rate paid at step one  
25 of the grade or classification under which an agency  
26 employee whose duties are most similar is paid plus  
27 provision of comparable health insurance and pension  
28 contributions equivalent to the benefit paid by the  
29 agency for those employees or the cash value of the  
30 benefit; or

31 (2) the private sector compensation rate, or  
32 prevailing rate, including the value of health and other  
33 benefits, for that position as determined by the  
34 Department of Labor.

1 (e) The term of any privatization contract shall not  
2 exceed 2 years.

3 (f) No amendment to a privatization contract shall be  
4 valid if it has the purpose or effect of avoiding any of the  
5 requirements of this Act.

6 (g) Every privatization contract shall contain  
7 provisions requiring the contractor to offer available  
8 employee positions pursuant to the contract to qualified  
9 regular employees of the agency whose State employment is  
10 terminated because of the privatization contract. Every  
11 contract shall also contain provisions requiring the  
12 contractor to comply with a policy of nondiscrimination and  
13 equal employment opportunity for all persons and to take  
14 affirmative steps to provide equal opportunity for all  
15 persons.

16 (h) Every privatization contract shall contain  
17 provisions regarding the process for determining whether or  
18 not to disclose a particular record or type of record. The  
19 privatization contract shall specify who is responsible for  
20 determining whether or not disclosure is required and shall  
21 outline the liability of the parties to the contract for  
22 failure to disclose as required by either the Freedom of  
23 Information Act or this Act.

24 Section 20. Review of contract costs.

25 (a) Any State agency considering whether to enter into a  
26 privatization contract shall prepare a comprehensive written  
27 estimate of the costs of regular agency employees' providing  
28 the subject services in the most cost-efficient manner. The  
29 estimate shall include all direct and indirect costs of  
30 regular agency employees providing the subject services  
31 including, but not limited to, pension, insurance, and other  
32 employee benefit costs. Upon completion of the cost estimate,  
33 the State agency shall notify any employee organization

1 representing agency employees who may be affected and provide  
2 a copy of the written estimate and notification of  
3 consideration to enter into a privatization contract. For the  
4 purposes of this estimate, any employee organization may  
5 propose amendments to any relevant collective bargaining  
6 agreement to which it is a party. An employee organization  
7 must submit amendments for consideration within 35 working  
8 days prior to the final day for the agency to receive sealed  
9 bids. This estimate shall remain confidential until after the  
10 final day for the agency to receive sealed bids for the  
11 privatization contract at which time the estimate shall  
12 become a public record, shall be filed with the agency, and  
13 shall be published in the State register.

14 (b) Any State agency required to complete a written  
15 estimate of costs evaluation as detailed in subsection (a) of  
16 this Section shall also prepare a community impact evaluation  
17 that shall be submitted to the General Assembly when the  
18 issuance of a privatization contract would result in the  
19 closure of a State facility or the layoff of the lesser of 50  
20 employees or 50% of the staff of a State facility or agency.  
21 A community impact evaluation shall also be submitted to the  
22 General Assembly when a private entity that holds a  
23 privatization contract with a State agency seeks to layoff  
24 the lesser of 50 employees or 50% of the staff performing  
25 work pursuant to the privatization contract. Any time a  
26 community impact evaluation is required pursuant to this Act,  
27 a report shall be presented to the General Assembly no later  
28 than 3 months prior to the planned issuance of a  
29 privatization contract or the implementation of a facility  
30 closure or the layoff of employees. The community impact  
31 evaluation shall be in the form of a report to the General  
32 Assembly and shall include, but not be limited to, the  
33 following:

34 (1) State revenues expected to be saved as a result



1 of the proposed layoff or facility or agency closing;

2 (2) the rationale for the layoff or facility or  
3 agency closing;

4 (3) the function and duties of the State employees  
5 that will be laid-off;

6 (4) whether the function and duties of the State  
7 employees to be laid-off will be performed by another  
8 section of State government, and if so, which section;

9 (5) the economic impact on the community where the  
10 proposed layoff or closure of a facility or agency is  
11 located;

12 (6) the analyses of current and projected economic  
13 and labor conditions of the communities affected by the  
14 proposed layoff or facility or agency closure;

15 (7) any other data that pertains to the economic  
16 and labor impacts on Illinois communities as a result of  
17 the proposed layoff or facility or agency closing; and

18 (8) any other data that the General Assembly may  
19 request concerning the proposed layoff or facility or  
20 agency closing.

21 (c) After soliciting and receiving bids, the agency  
22 shall publicly designate the bidder to which it proposes to  
23 award the privatization contract. In selecting a contractor,  
24 the agency shall consider the contractors' past performance  
25 and its record in this State or any other state of compliance  
26 with federal, state, and local laws, including the  
27 disclosures and certification requirements required by this  
28 Act. A bidder who does not satisfy the disclosure and  
29 certification requirements of this Section shall not be  
30 awarded a privatization contract under this Act.

31 (d) The agency shall prepare a comprehensive written  
32 analysis of the contract cost based upon the designated bid,  
33 specifically including the costs of transition from public to  
34 private operation, of additional unemployment and retirement

1 benefits, if any, and of monitoring and otherwise  
2 administering contract performance. If the designated bidder  
3 proposes to perform any or all of the contract outside the  
4 boundaries of the State, the contract cost shall be increased  
5 by the amount of income tax revenue, if any, that will be  
6 lost to the State by the corresponding elimination of agency  
7 employees, as determined by the Department of Revenue to the  
8 extent that it is able to do so.

9 (e) The head of the agency shall certify in writing  
10 that:

11 (1) he or she has complied with all provisions  
12 of this Section and of all other applicable laws;

13 (2) the quality of the services to be provided  
14 by the designated bidder is likely to satisfy the  
15 quality requirements of the statement prepared  
16 pursuant to this Act, and to equal or exceed the  
17 quality of services that could be provided by  
18 regular agency employees;

19 (3) the contract cost will be at least 10% less  
20 than the estimated cost, taking into account all  
21 comparable types of costs and all the additional  
22 costs of the contract as specified in this Act; and

23 (4) the proposed privatization contract is in  
24 the public interest and meets the applicable quality  
25 and fiscal standards set forth in this Act.

26 Any privatization contract entered into by a State agency  
27 and the agency certification described above shall be a  
28 public record and subject to disclosure pursuant to the  
29 Freedom of Information Act.

30 Section 25. Monitoring and enforcement of privatization  
31 contracts.

32 (a) No contractor shall award a subcontract for work  
33 under a contract or an amendment to a contract without the

1 approval of the selection of the subcontractor and the  
2 provisions of the subcontract by agency head or his or her  
3 designee.

4 (b) Each contractor shall file a copy of executed  
5 subcontract or amendment to the subcontract with the agency.  
6 The agency shall maintain the subcontract or amendment as a  
7 public record.

8 (c) Any private contractor awarded a privatization  
9 contract, and any subcontractor to a private contractor  
10 subject to these provisions, shall file with the agency head  
11 copies of financial audits of the private contractor prepared  
12 by independent, certified public auditors at least annually  
13 during the course of the contract term.

14 (d) All privatization contracts shall include a contract  
15 provision specifying that in order to determine compliance  
16 with these principles, as well as the contract, the private  
17 contractor shall be required to provide the State or its  
18 agents reasonable access through representatives of the  
19 private contractor to facilities, records, and employees that  
20 are used in conjunction with the provision of contract  
21 services, except where prohibited by federal or State laws,  
22 regulations, or rules.

23 (e) The private contractor shall submit a report, not  
24 less than annually during the term of the privatization  
25 contract, detailing the extent to which the contractor has  
26 achieved the specific quantity and standard of quality of the  
27 subject services as specified by the agency and its  
28 compliance with all federal, State, and local laws including  
29 any complaints, citations, or findings issued by  
30 administrative agencies or courts.

31 (f) The State agency may seek contractual remedies for  
32 any violation of a privatization contract. In addition, if a  
33 contractor fails to comply with the wage standards,  
34 employment provisions or union provisions in this Act, any

1 person or entity aggrieved by the violation may bring a claim  
2 for equitable and other relief including backpay. In any  
3 lawsuit brought for reasons listed in this subsection, an  
4 aggrieved person or entity shall be entitled to costs and  
5 attorney fees.

6 Section 30. Compliance; privacy actions.

7 (a) Public records that a contractor, subcontractor,  
8 employee, or agent possesses, modifies, or creates pursuant  
9 to a privatization contract shall at all times and for all  
10 purposes remain the property of the State. A contractor,  
11 subcontractor, employee, or agent of a contractor or  
12 subcontractor shall have no ownership rights or interest in  
13 any public records that the contractor, subcontractor,  
14 employee, or agent possesses, modifies, or creates pursuant  
15 to a contract, subcontract, or amendment to a contract or  
16 subcontract and shall not impair the integrity of any public  
17 record that the contractor, subcontractor, employee, or agent  
18 possesses or creates.

19 (b) Any public record that a State agency provides to a  
20 contractor or subcontractor or that a contractor or  
21 subcontractor creates shall be and remain a public record for  
22 the purposes of the Freedom of Information Act and the  
23 enforcement provisions of that law shall apply to any failure  
24 to disclose records under this Section.

25 (c) A private contractor who fails to disclose a record  
26 that the privatization contract requires to be disclosed or  
27 that the State agency directs to be disclosed shall be liable  
28 to the State agency for any fines or penalties assessed  
29 against the agency for the violation of the Freedom of  
30 Information Act concerning that record.

31 (d) No contractor or subcontractor or employee or agent  
32 of a contractor or subcontractor shall disclose to the public  
33 any public records that it possesses, modifies, or creates

1 pursuant to a contract, subcontract, or amendment to a  
2 contract and that the State agency:

3 (1) is prohibited from disclosing pursuant to State  
4 or federal law in all cases;

5 (2) may disclose pursuant to State or federal law  
6 only to certain entities or individuals or under certain  
7 conditions; or

8 (3) may withhold from disclosure pursuant to State  
9 or federal law. No provision of this subsection shall be  
10 construed to prohibit any contractor from disclosing  
11 public records to any of its subcontractors to carry out  
12 the purposes of its subcontract.

13 (e) No contractor, subcontractor, employee, or agent of a  
14 contractor or subcontractor shall sell, market, or otherwise  
15 profit from the disclosure or use of any public records that  
16 are in its possession pursuant to a contract, subcontract, or  
17 amendment to a contract or subcontract, except as authorized  
18 in the contract, subcontract, or amendment.

19 (f) Any contractor or subcontractor, or employee or agent  
20 of a contractor or subcontractor, that learns of any  
21 violation of the provisions of this Act shall, no later than  
22 7 calendar days after learning of the violation, notify the  
23 agency head and the Attorney General of the violation.

24 (g) In addition to any remedies provided under the  
25 Freedom of Information Act, if any person violates any  
26 provision of subsections (a) or (b) of this Section, the  
27 Attorney General may bring an action against that person  
28 seeking damages on behalf of the State for the violation,  
29 restitution for damages suffered by any person as a result of  
30 the violation, or imposition and recovery of a civil penalty  
31 of not more than \$50,000 for the violation.

32 In addition to the remedies that may be brought by the  
33 Attorney General, any person aggrieved by a violation of any  
34 provision of subsections (a) or (b) of this Section may bring

1 an action in any State court to recover any damages suffered  
2 as a result of the violation.

3 In any action brought under this subsection, the court  
4 may:

5 (1) order disgorgement of any profits or other  
6 benefits derived as a result of a violation of any  
7 provision of subsections (a) or (b) of this Section;

8 (2) award punitive damages, costs, and reasonable  
9 attorneys fees; and

10 (3) order injunctive or other equitable relief.

11 Proof of public interest or public injury shall not be  
12 required in any action brought under this subsection (g).

13 No action may be brought more than 3 years after the  
14 occurrence of the violation.

15 Any person who knowingly and willfully violates any  
16 provision of subsections (a) or (b) shall be guilty of a  
17 Class 3 felony.

18 Section 35. Prohibition against discrimination.

19 (a) No person shall retaliate or discriminate in any  
20 manner against any public employee or employee of a private  
21 contractor because that employee, or any person acting on  
22 behalf of the employee, acting in good faith:

23 (1) engaged in any disclosure of information  
24 relating to the services provided by a private contractor  
25 pursuant to a privatization contract;

26 (2) advocated on behalf of service recipients with  
27 respect to the care or services provided by the private  
28 contractor; or

29 (3) initiated, cooperated, or otherwise participated  
30 in any investigation or proceeding of any governmental  
31 entity relating to the services provided pursuant to a  
32 privatization contract.

33 (b) No person shall retaliate or discriminate in any

1 manner against any public employee or employee of a private  
2 contractor because the employee has attempted or has an  
3 intention to engage in an action described in subsection (a)  
4 of this Section.

5 (c) No person shall by contract, policy, or procedure  
6 prohibit or restrict any employee of a private contractor  
7 from engaging in any action for which a protection against  
8 discrimination or retaliation is provided under this Section.

9 (d) This Section does not protect disclosures that would  
10 violate federal or State law or diminish or impair the rights  
11 of any person to the continued protection of confidentiality  
12 of communications provided by State or federal law.

13 (e) With respect to the conduct described in subsection  
14 (a) of this Section, an employee of a private contractor  
15 shall be considered to be acting in good faith if the  
16 employee reasonably believes that the information is true and  
17 the information disclosed by the employee: (i) evidences a  
18 violation of any law, rule, or regulation, or of a generally  
19 recognized professional or clinical standard; or (ii) relates  
20 to the care, services, or conditions that potentially  
21 endanger one or more recipients of service or employees  
22 employed pursuant to a privatization contract.

23 (f) The identity of an employee of a private contractor  
24 who complains in good faith to a government agency or  
25 department or any member or employee of the State legislature  
26 about the quality of services provided by a private  
27 contractor shall remain confidential and shall not be  
28 disclosed by any person except upon the knowing written  
29 consent of the employee of the private contractor and except  
30 in the case where there is imminent danger to health or  
31 public safety or an imminent violation of criminal law.

32 (g) Any current or former public employee or employee of  
33 a private contractor who believes that he or she has been  
34 retaliated or discriminated against in violation of

1 subsections (a), (b), or (c) of this Section may file a civil  
2 action in any State court of competent jurisdiction against  
3 the person believed to have violated these subsections.

4 (h) If the court determines that a violation of this  
5 Section has occurred, the court shall award any damages that  
6 result from the unlawful act or acts, including compensatory  
7 damages, reinstatement, reimbursement of any wages, salary,  
8 employment benefits, or other compensation denied or lost to  
9 such employee by reason of the violation, as well as punitive  
10 damages, attorneys' fees, and costs, including expert witness  
11 fees. The court shall award interest on the amount of damages  
12 awarded at the prevailing rate.

13 (i) The court may issue temporary, preliminary, and  
14 permanent injunctive relief restraining violations of this  
15 Act, including the restraint of any withholding of the  
16 payment of wages, salary, employment benefits, or other  
17 compensation, plus interest, found by the court to be due and  
18 the restraint of any other change in the terms and conditions  
19 of employment and may award any other equitable relief as may  
20 be appropriate, including employment, reinstatement, and  
21 promotion.

22 (j) An action may be brought under this subsection not  
23 later than 2 years after the date of the last event  
24 constituting the alleged violation for which the action is  
25 brought.

26 (k) Any person who violates a provision of subsections  
27 (a), (b), or (c) of this Section shall be subject to a civil  
28 penalty of not to exceed \$10,000 for each violation. In  
29 determining the amount of any penalty under this subsection,  
30 the appropriateness of the penalty to the size of the  
31 business of the person charged and the gravity of the  
32 violation shall be considered. The amount of any penalty  
33 under this subsection, when finally determined, may be  
34 deducted from any sums owing by the state to the person



1 charged or ordered to be paid to the employee or employees  
2 who suffered retaliation or discrimination, as ordered by the  
3 court.

4 (l) In any civil action brought under this Act, the  
5 complainant shall have the initial burden of making a prima  
6 facie showing that any behavior described in subsections (a),  
7 (b), or (c) of this Section was a contributing factor in the  
8 adverse action or inaction alleged in the complaint. A prima  
9 facie case shall be established if the complainant can show  
10 that the respondent knew of the complainant's protected  
11 activities at the time that the alleged unfavorable action or  
12 inaction was taken and the discriminatory action occurred  
13 within a period of time that a reasonable person could  
14 conclude that an activity protected by subsections (a), (b),  
15 or (c) of this Section was a contributing factor in the  
16 discriminatory treatment. Once the complainant establishes a  
17 prima facie case, the burden shifts to the respondent to  
18 demonstrate, by clear and convincing evidence, that it would  
19 have taken the same adverse action or inaction in the absence  
20 of such behavior.

21 (m) Each private contractor shall post and keep posted,  
22 in conspicuous places on its premises where notices to  
23 employees and applicants for employment are customarily  
24 posted, a notice, to be prepared or approved by the  
25 secretary, setting forth excerpts from, or summaries of, the  
26 pertinent provisions of this Act and information pertaining  
27 to the filing of a charge under this Section. Any employer  
28 that willfully violates this Section may be assessed a civil  
29 penalty not to exceed \$100 for each separate offense.

30 Section 40. Nonpreemption. Nothing in this Act preempts  
31 any other law, and nothing in this Act shall be construed or  
32 interpreted to impair or diminish in any way the authority of  
33 any locality, municipality or subdivision to enact and

1 enforce any law that provides equivalent or greater  
2 protections for its employees.

3 Section 45. Severability. If any provision of this Act  
4 or its application to any person or circumstances is held to  
5 be invalid, the invalidity of that provision or application  
6 does not affect other provisions or applications of this Act  
7 that can be given effect without the invalid provision or  
8 application.

9 Section 99. Effective date. This Act takes effect upon  
10 becoming law.".