

SENATE AMENDMENT NO. _____

TO

SENATE AMENDMENT NO. _____

Offered by _____ of _____

Amend SA SS/SCS/Senate Bill No. 758, Page 1, Section _____, Lines 3-7,

2 by striking all of said lines and inserting in lieu thereof
3 the following:

4 "34.800. 1. A public entity shall not enter into a
5 contract with a company to acquire or dispose of services,
6 supplies, information technology, or construction unless the
7 contract includes a written certification that the company
8 does not have and will not enforce a mandate that employees
9 take a COVID-19 vaccination.

10 2. For purposes of this section, the following terms
11 mean:

12 (1) "Company", any for-profit or not-for-profit
13 organization, association, corporation, partnership, joint
14 venture, limited partnership, limited liability partnership,
15 limited liability company, or other entity or business
16 association, including all wholly owned subsidiaries,
17 majority-owned subsidiaries, parent companies, or affiliates
18 of those entities or business associations;

19 (2) "Public entity", the state of Missouri or any
20 political subdivision thereof, including all boards,
21 commissions, agencies, institutions, authorities, and bodies

22 politic and corporate of the state created by or in
23 accordance with state law or regulations.

24 3. Any contract that fails to comply with the
25 provisions of this section shall be void against public
26 policy.

27 4. Any employee of a company shall have a cause of
28 action against such company if:

29 (1) The employee is required, as a condition of
30 commencing or continuing employment, to receive a
31 vaccination against COVID-19; or

32 (2) The employer discharges, disciplines, retaliates
33 against, fails to promote, or otherwise discriminates
34 against an employee or prospective employee who opposes an
35 company's requirement to receive any vaccine.

36 5. The court shall award damages to any employee
37 adversely affected by the provisions of subdivisions (1) or
38 (2) of subsection 4 of this section, including but not
39 limited to, economic, noneconomic, and punitive damages, as
40 well as back pay or reinstatement, with three times the back
41 pay plus fringe benefits or prospective wages and benefits.
42 If the employee is the prevailing party, a court may also
43 require reasonable attorney's fees and court costs of the
44 employee be paid by the company."; and".