

**AN ORDINANCE TO AMEND AND SUPPLEMENT THE REVISED GENERAL ORDINANCES OF THE CITY OF NEW BRUNSWICK, TITLE 8, CHAPTER 56, PROVIDING FOR PAID SICK TIME AND PAID SAFE TIME LEAVE WITHIN THE CITY OF NEW BRUNSWICK**

**WHEREAS:**

- (1) Many workers in New Brunswick will at some time during each year need limited time off from work to take care of his or her own health needs or the health needs of members of their families.
- (2) Providing workers time off to attend to their own health care and the health care of family members will help to ensure a healthier and more productive workforce in New Brunswick.
- (3) Workers may also need to take time off from work to protect their or their family member's safety or other needs due to domestic violence, sexual assault or stalking.

**Purpose:**

- (1) To ensure that eligible workers in the City of New Brunswick can address their own health needs and the health needs of their Family Members by requiring Employers to provide a minimum level of paid sick/safe time, including time for care for Family Members;
- (2) To diminish public and private health care costs and promote preventative health services in the City of New Brunswick by enabling workers to seek early and routine medical care for themselves and their Family Members;
- (3) To protect the public's health in New Brunswick by reducing the risk of and spread of contagion;
- (4) To protect eligible workers and their Family Members from physical and/or psychological harm that can result from instances of domestic violence, sexual assault or stalking;
- (5) To protect residents and all workers in the City of New Brunswick from losing their jobs or facing workplace discipline as a result of illness and the use of sick time to care for themselves or their Family Members;
- (6) To safeguard the public welfare, health, safety and prosperity of the people of the City of New Brunswick;
- (7) To accomplish the purposes described in paragraphs (1)-(6) in a manner that is fair and reasonable to both Employees and Employers, and rationally related to the objectives sought which is to promote the overall health and safety of the residents and workers in the City of New Brunswick by reducing the risk of and spread of communicable disease and contagion.

**Section 1. Definitions.**

For purposes of this Ordinance:

- (1) "Agency" means the Department of Planning, Community and Economic Development.
- (2) "Calendar year" means a regular and consecutive 12 month period, as determined by an employer.
- (3) "Construction union" means a labor organization that represents, for purposes of collective bargaining, employees involved in the performance of construction, reconstruction, demolition, alteration, custom fabrication, or repair work and who are enrolled or have graduated from a "registered apprenticeship program."
- (4) "Employee" is as defined in N.J.S.A. 34:11-56a1(h) "Employee" includes any individual who works in the City of New Brunswick and is employed by an "Employer" as defined herein except that "Employee" for purposes of this Ordinance does not include any person employed by any governmental entity or instrumentality including any New Jersey school district, Board of Education, or (b) any person who is a member of a construction union and is covered by a collective bargaining agreement negotiated by that union.
  - a. Employees are deemed "Full-Time" if the employee averages 35 hours per week of work time, the average of which shall be determined over the current calendar year or from the date of hire if less than a calendar year.
  - b. Employees are deemed "Part-Time" if the employee averages 20 or more hours per week, but less than 35 hours per week, the average of which shall be determined over the current calendar year or from the date of hire if less than a calendar year.
  - c. Employees who work less than 20 hours per week are not eligible to accrue paid sick/safe time, the average of which shall be determined over the current calendar year or from the date of hire if less than a calendar year.

(5) "Employer" is as defined in N.J.S.A. 34:11-56a1(g) which maintains a business location within the City of New Brunswick and shall include Temporary Help Service Firms maintaining a business location in the City of New Brunswick; except that Employer does not include (a) the United States government; (b) the State or its political subdivisions or any office, department, agency, authority, institution, association, society or any instrumentality of the State including the legislature or judiciary; or (c) the City of New Brunswick and the New Brunswick Board of Education.

(6) "Family Member" means:

(A) A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child of a civil union partner, or a child to whom the employee stands in loco parentis;

(B) A biological, foster, stepparent or adoptive parent or legal guardian of an employee or of an employee's spouse, domestic partner or civil union partner or a person who stood in loco parentis when the employee was a minor child;

(C) A person to whom the employee is legally married under the laws of New Jersey or any other State or with whom the employee has entered into a civil union under N.J.S.A. Title 37;

(D) A grandparent or spouse, civil union partner or domestic partner of a grandparent;

(E) A grandchild;

(F) A domestic partner of an employee as defined in N.J.S.A. 26:8A-3 et. seq. or

(G) A sibling.

(7) Full Time Equivalent shall mean the number of hours worked by Full Time and Part Time employees, as defined herein, for compensation that will add up to one Full Time employee.

(8) "Independent Contractor" is defined as one who, carrying out an independent business, contracts to do work according to his own methods and without being subject to the control of his Employer as to the means by which the result is to be accomplished, but only as a result of work.

(9) "Paid Sick/Safe Time" means time that is compensated at the same hourly rate and with the same benefits, including health care benefits, as the Employee normally earns during hours worked and is provided by an Employer to an Employee for the purposes described in Section 3 of this Ordinance, but in no case shall the hourly wage be less than that provided under N.J.S.A. 34:11-56a. Employees are not entitled to compensation for lost tips or commissions and compensation shall only be required for hours that an employee is scheduled to have worked.

(10) "Per Diem and/or Temporary Hospital Employee" is defined as any individual performing work for a hospital on an "as needed basis" to replace or substitute for a temporarily absent hospital employee, and who works on a flexible or non-fixed schedule.

(11) "Registered Apprenticeship Program" means an apprenticeship program that is registered with and approved by the United States Department of Labor and which meets not less than two of the following requirements:

(A) has active, employed, registered apprentices;

(B) has graduated apprentices to journey worker status during a majority of the years that the program has been in operation; or

(C) has graduated apprentices to journey worker status during three of the immediately preceding five years, provides each trainee with combined classroom and on-the-job training under the direct and close supervision of a highly skilled worker in an occupation recognized as an apprenticeable trade and meets the program performance standards of enrollment and graduation under 29 C.F.R. Part 29, section 29.63.1.

(12) "Retaliation" means the denial of any right guaranteed under this Ordinance and any threat, discharge, suspension, demotion, reduction of hours, or any other disciplinary action against an Employee for the exercise of any right guaranteed herein, including for filing a complaint or informing any person about any employer's alleged violation of this Act; cooperating with the Agency in its investigations of alleged violations of this Act; participating in any administrative or judicial action regarding an alleged violation of this Act; and informing any person of his or her potential rights under this Act.

(13) Sick Pay Administrator – There is created the position of Sick Pay Administrator (SPA). The Sick Pay Administrator shall be a staff person in the Agency who is assigned to carry out the provisions of this Ordinance as set forth herein.

(14) "Temporary Help Service Firm" is as defined in N.J.S.A. 34:8-43. Any person who operates a business which consists of employing individuals directly or indirectly for the purpose of assigning the employed individuals to assist the firm's customers in the handling of customers' temporary, excess or special work loads, and who, in addition to the payment of wages or salaries to the employed individuals, pays federal social security taxes and State and federal unemployment insurance; carries workers' compensation insurance as required by State law; and sustains responsibility for the actions of the

employed individuals while they render services to the firm's customers. A temporary help service firm is required to comply with the provisions of P.L. 1960, c.39 (C.56:8-1et seq.).

## **Section 2. Employers/Employees Not Covered by the Provisions of this Ordinance**

(1) All or any portion of the applicable requirements of this Ordinance shall not apply to Employees covered by a collective bargaining agreement, to the extent that such requirements are expressly waived in the collective bargaining agreement in clear and unambiguous terms.

(2) With respect to Employees covered by a collective bargaining agreement in effect at the time of the effective date of this Ordinance, no provision of this Ordinance shall apply until the expiration of the collective bargaining agreement.

(3) Any Employer with less than five (5) Full Time Equivalents, regardless of the location at which their work is performed, is not subject to the provisions of this Ordinance. The determination as to whether the requirements of this Ordinance shall apply to an Employer shall be calculated based on the average number of full time equivalents paid for per calendar week over the prior twelve (12) month period.

(4) Any Individual who works from home or who is defined as an Independent Contractor is not subject to the provisions of this Ordinance.

(5) Any Per Diem or Temporary Hospital Employee as defined by this Ordinance is not subject to the provisions of this ordinance.

## **Section 3. Accrual of Paid Sick/Safe Time.**

(1) Employees shall accrue a minimum of one hour of Paid Sick/Safe Time for every 35 hours actually worked within the City of New Brunswick, subject to the limits set forth below in paragraphs 2 and 3.

(2) Employers who employ ten or more Employees for compensation regardless of the location at which their employees perform their work, are required to provide the following paid Sick/Safe Time in a calendar year;

a. Full-time employees are not required to receive more than 40 hours of paid Sick/Safe Time in a calendar year.

b. Part-time employees are not required to receive more than 24 hours of paid Sick/Safe Time in a calendar year.

(3) Employers who employ fewer than ten Employees as defined herein for compensation regardless of the location at which their employees perform their work, are not required to provide more than 24 hours of paid Sick/Safe Time in a calendar year.

(4) In determining the number of Employees performing work for an Employer, all Employees performing work for compensation on a full-time, part-time, or temporary basis shall be counted, regardless of the location at which their employees perform their work, provided that where the number of Employees who work for an Employer for compensation fluctuates, business size may be determined for the current calendar year based upon the average number of Employees who worked for compensation during the preceding calendar year.

(5) Employees who are exempt from overtime requirements under 29 U.S.C. § 213(a)(1) of the Federal Fair Labor Standards Act are assumed to work 40 hours in each work week for purposes of paid sick time accrual unless their normal work week is less than 40 hours, in which case paid Sick/Safe Time accrues based upon that normal work week.

(6) Individuals obtaining employment through Temporary Help Service Firms shall be deemed employees of the Temporary Help Service Firm and shall be entitled to accrue and use paid Sick/Safe Time in accordance with and subject to the terms of this Ordinance.

In instances where an employee is assigned to locations both within and outside the City of New Brunswick and averages 20 or more hours of work per week, the employee shall be presumed to be a Part-Time Employee unless the Employer can demonstrate by clear and convincing evidence to the contrary.

In addition, in instances where an employee averages 20 or more hours of work per week and transportation is provided by the Temporary Help Service Firm to the employee to work assignments located outside the City of New Brunswick, the employee shall be deemed a Part-Time Employee.

Provided, however, if an employee of a Temporary Help Service Agency works at a location or locations within the City of New Brunswick averaging 35 or more hours per week, the employee shall be deemed Full-Time, regardless of the number of hours worked at assignments located outside the City of New Brunswick.

(7) Employees begin to accrue paid Sick/Safe Time on the first day of employment. Employees are entitled to use accrued paid Sick/Safe Time after the end of 120 calendar days from the date of their

employment. Employees are entitled to use paid Sick/Safe Time as it is accrued.

(8) Accrued but unused paid Sick/Safe Time shall be carried over to the following calendar year, provided that no Employer shall be required to carry over to the following year more than the maximum annual paid Sick/Safe Time an employee was eligible to earn in the year from which it was carried over or allow the use of more than forty (40) hours of paid Sick/Safe Time in a calendar year. An Employer shall not be required to carry over unused paid Sick/Safe Time if the Employee is paid for any unused paid Sick/Safe Time at the end of the calendar year in which such time is accrued.

(9) Any Employer with a paid leave policy, such as a paid time off policy, that provides an amount of paid leave sufficient to meet the total annual accrual requirements of this section that may be used for the same purposes and under the same conditions as paid Sick/Safe Time under this Ordinance is not required to provide additional paid Sick/Safe Time. By way of illustration, if the Employer provides five paid days off for a Full Time Employee and the paid days off may be used for vacation, personal time or sick/safe time, at the Employees discretion, these paid days off meet the requirements for paid Sick/Safe Time pursuant to this Ordinance.

(10) Nothing in this section shall be construed as requiring financial or other reimbursement to an Employee from an Employer upon the Employee's termination, resignation, retirement, or other separation from employment for accrued paid Sick/Safe Time that has not been used.

(11) If an Employee is transferred to a separate division, entity, or location, but remains employed by the same Employer in the City of New Brunswick, the Employee is entitled to all paid Sick/Safe Time accrued at the prior division, entity, or location and is entitled to use all paid Sick/Safe Time as provided in this section. If there is a separation from employment and the employee is rehired within six (6) months of separation, previously accrued Sick/Safe Time that had not been used shall be reinstated. Further, the employee is entitled to use accrued Sick/Safe Time and accrue additional Sick/Safe Time at the commencement of employment.

(12) 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 paid Sick/Safe Time accrued when employed by the original employer and are entitled to use all paid Sick/Safe Time previously accrued.

(13) At its sole discretion, an Employer may loan paid Sick/Safe Time to an Employee in advance of accrual by such Employee. A decision by an Employer to deny a loan request by an Employee shall not subject the Employer to any liability under this Ordinance.

#### **Section 4. Use of Paid Sick/Safe Time.**

(1) Paid Sick Time shall be provided to an Employee by an Employer for:

(A) An Employee's mental or physical illness, injury, or health condition; an Employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; an Employee's need for preventive medical care;

(B) Care of a Family Member with a mental or physical illness, injury, or health condition; care of a Family Member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; care of a Family Member who needs preventive medical care;

(C) Closure of the Employee's place of business by order of a public official due to a public health emergency or an Employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for Family Member when it has been determined by the health authorities having jurisdiction or by a health care provider that the Family Member's presence in the community would jeopardize the health of others because of the Family Member's exposure to a communicable disease, whether or not the Family Member has actually contracted the communicable disease.

(D) For any of the following reasons related to domestic violence, sexual assault, or stalking, as set forth below:

1. To enable the Employee to seek legal or law enforcement assistance or remedies to ensure the health and safety of the Employee or the Employee's family members including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking;
2. To enable the Employee to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the Employee's family member;
3. To enable the Employee to obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;
4. To enable the Employee to obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking, in which the Employee or the Employee's family member was a victim of domestic violence,

- sexual assault, or stalking; or
5. To enable the Employee to participate in safety planning, temporarily or permanently relocate or take other actions to increase the safety of the Employee or Employee's family members from future domestic violence, sexual assault, or stalking.

(2) Nothing in this Act prohibits an Employer from requesting that an Employee confirm in writing following use of paid Sick/Safe Time that the paid Sick/Safe Time was used for an authorized purpose under this Ordinance. Reasonable documentation includes:

- a) **In general.** When an Employee uses Paid Sick/Safe Time for more than three consecutive shifts and/or days, or when an Employer reasonably observes a pattern of absences indicating an Employee may be fraudulently using Sick/Safe Time, an Employer may require reasonable documentation that the Sick/Safe Time is being used for a reason that is consistent with the Ordinance.
- b) **Paid Sick Time.** Reasonable documentation for paid Sick Time shall consist of a signed statement by a health care provider indicating that Sick/Safe Time is necessary.
  1. **Confidentiality.** An Employer may not require an explanation of the nature of the illness or other reason for the absence unless the absence is for a purpose covered by a federal, state or other local law (e.g. leave for family medical leave, reasonable accommodation, workplace injury, etc.).
- c) **Paid Safe Time for domestic violence, sexual assault or stalking.** Reasonable documentation for Paid Safe Time shall communicate that the Employee or the Employee's family member is experiencing domestic violence, sexual assault, or stalking and that the leave was taken for a purpose covered by the Ordinance. Reasonable documentation may include a police report, court order, documentation that the Employee or the Employee's family member is experiencing domestic violence, sexual assault, or stalking, or an Employee's written statement.
  1. **Confidentiality.** An Employer may not require an explanation of the nature of the domestic violence, sexual assault or stalking.
  2. **Employee's written statement.** An Employee's written and signed statement, by itself, is acceptable documentation for use of Paid Safe Time. An Employee's written statement does not need to be in an affidavit format or notarized, but shall be legible if handwritten and shall reasonably make clear the Employee's identity and, if applicable, the Employee's relationship to the family member.

(3) Where the need to use paid Sick/Safe Time is foreseeable, an Employer may require reasonable advance notice of the intention to use paid Sick/Safe Time. An Employee shall attempt to notify an Employer as soon as is reasonably practical after the Employee becomes aware of the need for Sick/Safe Time. Employees shall attempt to plan scheduled procedures/physician visits at least seven (7) days in advance. Where such need is not foreseeable, an Employer may require an Employee to provide notice of the need for the use of Sick/Safe Time before the beginning of the Employee's work shift or work day or, in cases such as emergencies where advance notice is not possible, notice shall be provided by the Employee as soon as practicable.

(4) An Employer may not require, as a condition of an Employee's taking paid Sick/Safe Time, that the Employee search for or find a replacement worker to cover the hours during which the Employee is absent.

(5) The Employer shall determine whether Sick/Safe Time may be used in increments of less than one day or one shift.

(6) When paid Sick/Safe Time is requested by an Employee who works in an eating and/or drinking establishment and the Employee seeks to utilize paid Sick/Safe Time on a Federal recognized holiday or the following holidays, Mother's Day, Father's Day, Valentine's Day, and New Year's Eve, an Employer may require an Employee to provide reasonable documentation that the time has been used for a purpose covered by this Ordinance.

(7) Where Sick/Safe Time is used to address the effects of domestic violence, any time used pursuant to this Ordinance shall not extend the amount of leave that is provided under the New Jersey Security and Financial Empowerment Act.

(8) Employees employed by any Hospital Employer whose primary purpose is to provide medical care to individuals on a 24-hour a day/7-day a week basis will not be eligible to use Sick/Safe Time on days/shifts where the Hospital has declared a State of Emergency, unless that employee was already on an approved sick/safe leave.

#### **Section 5. Exercise of Rights Protected; Retaliation Prohibited.**

(1) No person shall interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this Ordinance.

(2) No person shall retaliate against an Employee because the Employee has properly exercised rights protected under this Ordinance.

(3) It shall be a violation for an Employer to take adverse action or to discriminate against an Employee

because the Employee has exercised in good faith the rights protected under this Ordinance. Such rights include but are not limited to the right to use paid sick time pursuant to this Ordinance; the right to file a complaint with the Agency about any Employer's alleged violation of this chapter; the right to inform his or her Employer, union or similar organization, and/or legal counsel about an Employer's alleged violation of this Ordinance; the right to cooperate with the Agency in its investigations of alleged violations of this Ordinance; the right to oppose any policy, practice, or act that is unlawful under this Ordinance; and the right to inform other Employees of his or her potential rights under this Ordinance. The protection afforded under this Ordinance shall apply to any person who mistakenly but in good faith alleges violations of this Ordinance. Nothing in this paragraph shall be interpreted to mean that an Employer cannot discipline or discharge an Employee who fraudulently uses Sick/Safe Time.

**Section 6. Notice Posting and Fines and Penalties for Violations of Notice, Posting and Other Requirements.**

(1) All Employers subject to this Ordinance shall give written notice to each Employee at the commencement of the Employee's employment (or as soon as practicable if the Employee is already employed on the effective date of this law) regarding Employee's rights under this Ordinance. Such notice shall describe the right to paid Sick/Safe Time the accrual rate and the amount of paid Sick/Safe Time, and the terms of its use under this Ordinance; the right to be free from retaliation for properly requesting use of paid Sick/Safe Time; and the right to file a complaint or bring an action in municipal court if paid Sick/Safe Time is denied by the employer or the employee is retaliated against for requesting or taking paid Sick/Safe Time. Such notice shall be in English and the primary language spoken by that Employee, so long as the primary language of that Employee is also the primary language of at least 10% of the Employer's workforce.

(2) Employers shall also display a poster in a conspicuous and accessible place in each business establishment where Employees are employed containing the information required in subsection (1). The poster shall be in English and in any language that is the first language of at least 10% of the Employer's workforce.

(3) The Agency will create and make available to Employers notices and posters in English and Spanish and any other languages deemed appropriate by the Agency that contain the information required under subsection 6(1) for Employers' use in complying with this section.

**Section 7. Fines.**

A violation of this chapter or any provisions thereof, shall be subject to penalties as provided in Chapter 1.08 of the Revised General Ordinances of the City of New Brunswick. In addition to any fines imposed for violations of this Ordinance, any Employer is also subject to payment of restitution in the amount of any paid Sick/Safe Time unlawfully withheld.

**Section 8. Employer Records.**

Employers shall allow the Agency reasonable access to records and to monitor compliance with the requirements of this Ordinance. An Employer's failure to maintain or retain adequate records documenting hours worked by an Employee and paid Sick/Safe Time taken by an Employee creates a rebuttable presumption that the Employer has violated this Ordinance, absent clear and convincing evidence otherwise. Employers shall not be required to keep records pursuant to this Ordinance for longer than three (3) years.

**Section 9. Enforcement and Regulations.**

(1) The Agency shall coordinate implementation and enforcement of this Ordinance and may promulgate appropriate guidelines or regulations for such purposes.

(2) The Agency shall have broad powers to ensure compliance with this Ordinance.

(3) Any allegation of noncompliance with this Ordinance must first be presented to the Agency for resolution. In the event an allegation of noncompliance cannot be resolved by the Agency with the Employer, a complaint may be filed, by the Agency or Employee as the complainant, in the New Brunswick Municipal Court for any alleged violation of this Ordinance.

However, the following shall apply to all allegations of noncompliance relative to the operation of this Ordinance:

- a. A charge alleging a violation of this chapter shall be in writing on a form or in a format determined by the Agency, and signed by or on behalf of a charging party, and shall describe the violation complained of and should include a statement of the dates, places, and circumstances and the persons responsible for such acts and practices.
- b. Whenever charges are made by a person claiming to be aggrieved, the person making the charge must provide the SPA with the name, address and telephone number of the individual.
- c. A charge shall not be rejected as insufficient because of failure to include all required information so long as it substantially satisfies the informational requirements necessary for processing.
- d. A charge alleging a violation of this chapter or pattern of such violations may also be filed by the SPA whenever the SPA has reason to believe that any person has been engaged or is engaging in a violation of this Ordinance.
- e. Charges filed under this Ordinance must be filed with the Agency within 180 days after the

occurrence of the alleged violation of this Ordinance.

- f. During the investigation, the SPA shall consider any statements of position or evidence with respect to the allegations of the charge which the charging party or the respondent wishes to submit. The SPA shall have authority to sign and issue subpoenas requiring the attendance and testimony of witnesses, the production of evidence including but not limited to books, records, correspondence or documents in the possession or under the control of the person subpoenaed, and access to evidence for the purpose of examination and copying, and conduct discovery procedures which may include the taking of interrogatories and oral depositions, however, in no instance shall the SPA have the authority to issue subpoenas requiring the production of books, records, correspondence and/or documents which pertain to a time period greater than one year prior to and one year after the date of the occurrence of the alleged violation of this Ordinance.
- (4) Submitting a complaint to the Agency is a prerequisite to bringing action before the Municipal Court.
- (5) Complaints shall first be filed with the Sick Pay Administrator who shall contact the Employer to attempt to resolve/mediate the complaint.
- a. If the complaint is a confidential complaint regarding the failure of the Employer to follow the requirements of the Ordinance, failing to provide notices to the Employees, the SPA shall contact the Employer to investigate the complaint.
  - b. If the complaint is non-confidential, e.g., an Employee filing a complaint that they were not paid for a day of Sick/Safe Time they are entitled to pursuant to this Ordinance, the SPA shall contact the Employer and the Employee to investigate the complaint.
  - c. If the SPA's investigation determines the complaint may be valid, the SPA shall attempt to resolve/mediate the complaint with the Employer and/or the Employee.
  - d. If the investigation determines the complaint is valid, the SPA shall issue a violation notice to the Employer giving the Employer up to 10 business days to cure the violation without forwarding a complaint to the Municipal Court for adjudication.
  - e. If the Employer does not comply with the violation notice, the SPA shall forward a complaint to the Municipal Court for adjudication. The Municipal Court shall have the power to adjudicate all allegations of violations of this Ordinance and impose fines provided for in this Ordinance, or any further relief deemed appropriate by the court including but not limited to restitution, reinstatement, injunctive or declaratory relief after the complaint has been submitted to the Agency without resolution.

(6) The Agency shall have the power to do outreach to inform the residents of the City of their rights under this Ordinance.

#### **Section 10. Confidentiality and Nondisclosure.**

- (1) An Employer may not require disclosure of the specific details relating to an Employee's or an Employee's Family Member's medical condition as a condition of providing paid Sick/Safe Time under this Ordinance except to the extent provided for under the Family and Medical Leave Act or the New Jersey Family Leave Act. If an Employer possesses health information about an Employee or Employee's Family Member, such information shall be treated as confidential and shall not be disclosed by the Employer except to the affected Employee or with the permission of the affected Employee.
- (2) The Agency shall maintain confidential the identity of any complaining person unless disclosure of the identity is necessary for resolution of the investigation. Complaints regarding a particular Employee not receiving an earned benefit cannot be kept confidential by the nature of the complaint. The Agency shall, to the extent practicable, notify a complaining person that the Agency will be disclosing his or her identity prior to such disclosure.

#### **Section 11. No Effect on More Generous Policies.**

- (1) Nothing in this Ordinance shall be construed to discourage or prohibit an Employer from the adoption or retention of a paid Sick/Safe Time policy more generous than the one required herein.
- (2) Nothing in this Ordinance shall be construed as diminishing the obligation of an Employer to comply with any contract, collective bargaining agreement, employment benefit plan, or other agreement providing more generous paid Sick/Safe Time to an Employee than required herein.
- (3) Nothing in this Ordinance shall be construed as diminishing the rights of public Employees regarding paid Sick/Safe Time or use of paid Sick/Safe Time as provided in the laws of the State of New Jersey pertaining to public Employees.
- (4) Nothing in this Ordinance shall be construed as diminishing the rights secured by The New Jersey Security and Financial Empowerment Act ("NJ SAFE Act"), P.L. 2013, c.82 for domestic violence victims in the City of New Brunswick.
- (5) Any Employer with a paid leave policy, such as a paid time off policy, that provides an amount of paid leave sufficient to meet the total annual accrual requirements of this ordinance that may be used for the same purposes and under the same conditions as paid Sick/Safe Time under this ordinance is not required to provide additional paid Sick/Safe Time.

(6) Nothing in this Ordinance shall be construed or interpreted in a way that would conflict with any State or Federal law pertaining to paid sick time or employee benefits.

**Section 12. Other Legal Requirements.**

This Ordinance provides minimum requirements pertaining to paid Sick/Safe Time and shall not be construed to preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard that provides for greater accrual or use by Employees of Sick/Safe Time, whether paid or unpaid, or that extends other protections to Employees.

**13. Severability.**

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

**14. Effective Date.**

This Ordinance shall become effective twenty (20) days following final adoption and shall be published as required by law, except that in the case of Employees covered by a collective bargaining agreement in effect on the effective date prescribed herein, this Ordinance shall apply on the date of the termination of such agreement unless the collective bargaining agreement expressly waives the protections set forth in this Ordinance. This Ordinance shall not apply retroactively but shall have only prospective application.

ADOPTED ON FIRST READING:

DATED:

\_\_\_\_\_  
COUNCIL PRESIDENT

ADOPTED ON SECOND READING:

DATED:

\_\_\_\_\_  
COUNCIL PRESIDENT

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVAL OF THE MAYOR ON THIS DAY OF , 2015.

\_\_\_\_\_  
MAYOR

APPROVALS:

\_\_\_\_\_  
CITY ADMINSTRATOR

\_\_\_\_\_  
CITY ATTORNEY

TKS/kc