worker remains on the employer's payroll for future placement opportunities; or

3. Where the employer is an individual and not a temporary help service firm, employment agency, or other staffing or placement agency, health care service firm, home health agency, or hospice provider, the domestic worker completes or fulfills all duties of the position, and there is no longer a practical need for the position, including, but not limited to, if the domestic worker's employer is an individual who has employed the domestic worker to care for a person who is terminally ill and the terminally ill person dies.

SUBCHAPTER 6. DOMESTIC WORKER PRIVACY

12:73-6.1 Prohibitions relating to domestic worker privacy

(a) A hiring entity shall be prohibited from any of the following:

1. Keeping, or holding, the original copies of any personal documents of a domestic worker;

2. Monitoring or recording, through any means, the activities of a domestic worker:

i. Using any bathroom or similar facility;

ii. In the living quarters of a domestic worker; or

iii. While the domestic worker is engaged in any activities associated with dressing or changing clothes; or

3. Monitoring, recording, or interfering with the private communications of a domestic worker.

SUBCHAPTER 7. RECORDKEEPING

12:73-7.1 Recordkeeping

(a) For each domestic worker employed by a hiring entity, the employer hiring entity shall maintain the following records for a period of no less than two years:

1. Hours worked by the domestic worker;

2. Rate(s) of pay of the domestic worker;

3. Meal and rest periods provided to the domestic worker;

4. Leave time earned and used by the domestic worker, if applicable; and

5. The written agreement between the domestic worker and the employer hiring entity.

(b) A hiring entity shall make all records relating to the employment of a domestic worker available for inspection by the Department, consistent with the powers of the Commissioner pursuant to N.J.S.A. 34:11-4.9.

(c) If a hiring entity does not maintain the required records or does not allow the Department reasonable access to the records, an adverse inference may be drawn as to the hiring entity's compliance with the provisions of the Act and this chapter that would otherwise have been documented by the record(s) at issue.

SUBCHAPTER 8. JOINT EMPLOYERS

12:73-8.1 Joint employers

(a) For the purposes of this chapter, two or more employers of the same employee are joint employers of that employee if the employers share or co-determine those matters governing the employee's essential terms and conditions of employment.

(b) To "share or codetermine those matters governing the employee's essential terms and conditions of employment" means for an employer to possess the authority to control (whether directly, indirectly, or both) or to exercise the power to control (whether directly, indirectly, or both) one or more of the employee's essential terms and conditions of employment.

(c) "Essential terms and conditions of employment" include the following:

1. Wages, benefits, and other compensation;

2. Hours of work and scheduling;

3. The assignment of duties to be performed;

4. The supervision of the performance of duties;

5. Work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline;

6. The tenure of employment, including hiring and discharge; and

7. Working conditions related to the safety and health of the employee.

(d) Whether an employer possesses the authority to control, or exercise the power to control, one or more of the employee's essential terms and conditions of employment are determined pursuant to common-law agency principles. For the purposes of this section:

1. Possessing the authority to control one or more essential terms and conditions of employment is sufficient to establish status as a joint employer, regardless of whether control is exercised; and

2. Exercising the power to control indirectly (including through an intermediary) one or more essential terms and conditions of employment are sufficient to establish status as a joint employer, regardless of whether the power is exercised directly.

(e) A joint employer of a domestic worker is subject to each of the requirements of this chapter that apply to an employer of a domestic worker.

TRANSPORTATION

(a)

MOTOR VEHICLE COMMISSION

Insurance

General Provisions

Adopted Amendment: N.J.A.C. 13:20-52.1

Proposed: February 2, 2026, at 58 N.J.R. 979(a).
Adopted: August 13, 2026, by the Motor Vehicle Commission, Rosalie Johnson, Acting Chair and Chief Administrator.
Filed: August 31, 2026, as R.2026 d.108, **without change**.

Authority: N.J.S.A. 39:2A-21, 39:2A-28, and 39:6B-1.

Effective Date: October 5, 2026.

Expiration Date: September 9, 2027.

Summary of Public Comment and Agency Response:
No comments were received.

Federal Standards Statement

A Federal standards analysis is not required because the adopted amendment is dictated by State statutes and is not subject to Federal requirements or standards.

Full text of the adoption follows:

SUBCHAPTER 52. INSURANCE

13:20-52.1 General provisions

(a) Each contractor and district board of education shall furnish liability insurance for bodily injury and property damage in the amount set forth at N.J.S.A. 39:6B-1.a for all vehicles which are used for pupil transportation to and from school and school-related activities.

(b)-(i) (No change.)

LAW AND PUBLIC SAFETY

(b)

DIVISION OF CONSUMER AFFAIRS

STATE BOARD OF DENTISTRY

Notice of Administrative Correction

Procedures for Certification of Dentists to Administer Vaccines

N.J.A.C. 13:30-8.27

Effective Date: September 11, 2026.

Take notice that the Office of Administrative Law (OAL) discovered an oversight in the notice of proposal of N.J.A.C. 13:30-8.27, Procedures for certification of dentists to administer vaccines. Such oversight was