

**CHAPTER 17**  
**UNEMPLOYMENT BENEFIT PAYMENTS**

**Authority**

N.J.S.A. 34:1-20, 34:1A-3(e), and 43:21-1 et seq., specifically 43:21-11.

**Source and Effective Date**

R.1996 d.25, effective December 13, 1995.  
See: 27 N.J.R. 4123(b), 28 N.J.R. 270(a).

**Executive Order No. 66(1978) Expiration Date**

Chapter 17, Unemployment Benefit Payments, expires on December 13, 2000.

**Chapter Historical Note**

Subchapter 3, Definitions; Subchapter 4, Employer Records and Evidence Concerning Partial Unemployment; and Subchapter 5, Claim for Partial Unemployment Benefits, were filed and became effective prior to September 1, 1969. Subchapter 9, Procedures for Wage Benefit Conflicts, was adopted as new rules by R.1975 d.142, effective May 28, 1975. See: 7 N.J.R. 335(a). Subchapter 10, Determination and Demand for Refund of Unemployment Benefits, was adopted as new rules by R.1980 d.468, effective October 23, 1980. See: 12 N.J.R. 426(a), 12 N.J.R. 724(c). Subchapter 11, Offset of Unemployment Insurance Benefits by Retirement and Pension Income, was adopted as new rules by R.1980 d.561, effective January 1, 1981. See: 13 N.J.R. 102(a). Amendments to Subchapter 10 became effective March 21, 1983 as R.1983 d.83. See: 15 N.J.R. 74(a), 15 N.J.R. 447(a). Subchapter 12, Dependency Benefits, was adopted as new rules by R.1984 d.516, effective November 5, 1984. See: 16 N.J.R. 2237(a), 16 N.J.R. 3046(a). Pursuant to Executive Order No. 66(1978), Subchapter 10 expired on October 23, 1985, and new rules on the same subject were adopted as R.1985 d.657, effective January 6, 1986. See: 17 N.J.R. 2525(b), 18 N.J.R. 91(a). Pursuant to Executive Order No. 66(1978), Subchapter 11 was readopted as R.1985 d.718, effective December 30, 1985. See: 17 N.J.R. 2736(a), 18 N.J.R. 285(b).

Chapter 17, Unemployment Benefit Payments, was readopted by R.1991 d.46, effective January 4, 1991. See: 22 N.J.R. 3445(a), 23 N.J.R. 310(b). Pursuant to Executive Order No. 66(1978), Chapter 17 was readopted as R.1996 d.25, effective December 13, 1995. See: Source and Effective Date. See, also, section annotations.

**CHAPTER TABLE OF CONTENTS**

**SUBCHAPTER 1. SEPARATION AND DISQUALIFICATION NOTICES**

- 12:17-1.1 Statement to workers at time of separation
- 12:17-1.2 Request for separation or wage information
- 12:17-1.3 Notice of failure to apply for or to accept suitable work
- 12:17-1.4 Notice of unemployment due to mass separation
- 12:17-1.5 Notice of unemployment due to labor dispute
- 12:17-1.6 Notice of temporary separation from work

**SUBCHAPTER 2. REGISTRATION FOR WORK AND CLAIM FOR BENEFITS**

- 12:17-2.1 Claims and registration
- 12:17-2.2 Claimant identification
- 12:17-2.3 (Reserved)
- 12:17-2.4 Forms prescribed for recording claims for benefits for unemployment
- 12:17-2.5 Benefit determination notice
- 12:17-2.6 Refusal to cooperate with quality control reviews

**SUBCHAPTER 3. DEFINITIONS**

- 12:17-3.1 Weeks with reference to unemployment defined
- 12:17-3.2 Week of disqualification defined

**SUBCHAPTER 4. EMPLOYER RECORDS AND EVIDENCE CONCERNING PARTIAL UNEMPLOYMENT**

- 12:17-4.1 Regular employee records
- 12:17-4.2 Evidence of weekly partial unemployment

**SUBCHAPTER 5. CLAIM FOR PARTIAL UNEMPLOYMENT BENEFITS**

- 12:17-5.1 Registration and filing
- 12:17-5.2 Extended registration period for cause

**SUBCHAPTER 6. PAYMENT OF BENEFITS TO INTERSTATE CLAIMANTS**

- 12:17-6.1 Cooperation with other states
- 12:17-6.2 Definitions
- 12:17-6.3 Registration for work
- 12:17-6.4 Benefit rights of interstate claimants
- 12:17-6.5 Claims for benefits
- 12:17-6.6 Determination of claims
- 12:17-6.7 Appellate procedure
- 12:17-6.8 Extension to Canadian claims

**SUBCHAPTER 7. DISCLOSURE OF INFORMATION**

- 12:17-7.1 Administration of New Jersey Unemployment Compensation and Temporary Disability Benefits Law
- 12:17-7.2 Authorized disclosure of information
- 12:17-7.3 Unauthorized disclosure of information

**SUBCHAPTER 8. CLAIMS FOR DISABILITY BENEFITS DURING UNEMPLOYMENT**

- 12:17-8.1 Waiver of registration and reporting requirements
- 12:17-8.2 Time for filing proof and claim for disability benefits
- 12:17-8.3 Payment of disability for nonstatutory employer
- 12:17-8.4 Simultaneous unemployment and disability
- 12:17-8.5 Payment of benefits for waiting period

**SUBCHAPTER 9. PROCEDURES FOR WAGE BENEFIT CONFLICTS**

- 12:17-9.1 Hearing required
- 12:17-9.2 Scheduling of hearing
- 12:17-9.3 Determination on failure to appear
- 12:17-9.4 Deputy to conduct hearing
- 12:17-9.5 Benefits continued where investigation necessary and claimant meets eligibility requirements
- 12:17-9.6 Determination on active claim
- 12:17-9.7 Determination and referral on noncurrent claim
- 12:17-9.8 Hearing if criminal prosecution is warranted
- 12:17-9.9 No suspension, termination or reduction of benefits without opportunity for hearing

**SUBCHAPTER 10. DETERMINATION AND DEMAND FOR REFUND OF UNEMPLOYMENT BENEFITS**

- 12:17-10.1 Issuance of demand for refund
- 12:17-10.2 Full waiver of recovery of overpayment
- 12:17-10.3 Repayment of unemployment benefits

**SUBCHAPTER 11. OFFSET OF UNEMPLOYMENT INSURANCE BENEFITS BY RETIREMENT AND PENSION INCOME**

- 12:17-11.1 Base period or chargeable employer
- 12:17-11.2 Amount of reduction

12:17-11.3 Lump sum pension reduction

#### Case Notes

Defendant-employer's statements about plaintiffs were not absolutely privileged, but conditionally privileged. *Rogozinski v. Airstream* by Angell, 152 N.J.Super. 133, 377 A.2d 807 (Law Div.1977), modified 164 N.J.Super. 465, 397 A.2d 334 (App.Div.1979).

### SUBCHAPTER 12. DEPENDENCY BENEFITS

- 12:17-12.1 Definitions
- 12:17-12.2 Declaration of dependents
- 12:17-12.3 Verification and proof of dependency status
- 12:17-12.4 Payment

### SUBCHAPTER 13. BENEFIT ELIGIBILITY FOR CLAIMANTS EMPLOYED BY TEMPORARY HELP SERVICE FIRMS

- 12:17-13.1 Definitions
- 12:17-13.2 Employment with temporary help service firm under a written agreement
- 12:17-13.3 Employment with temporary help service firm without a written agreement

### APPENDIX

## SUBCHAPTER 1. SEPARATION AND DISQUALIFICATION NOTICES

### 12:17-1.1 Statement to workers at time of separation

(a) Whenever a worker who at the time has been employed for at least one week, is separated from his work (permanently or for an indefinite period, or for an expected duration of seven or more days) under any conditions, the employer, at the time of such separation, shall deliver to such worker form BC-10 (Instructions for claiming unemployment benefits), instructing such worker to report promptly to a local employment service office. Such statement shall contain the employer's name, complete address, and his registration number.

(b) Failure to comply with such requirement will subject the defaulting employer to the penalties prescribed in N.J.S.A. 43:21-16(c).

### 12:17-1.2 Request for separation or wage information

(a) Upon request by the Division of Unemployment and Temporary Disability Insurance for information with respect to wages or the separation of any worker from an employer or employing unit, such employer or employing unit shall, within ten calendar days after the date of mailing the form covering such request, complete the form and return it to the unit which initiated the request.

(b) Failure to comply with such requests will subject the defaulting employer to the penalties prescribed in N.J.S.A. 43:21-16(b).

As amended, R.1984 d.516, eff. November 5, 1984.  
See: 16 N.J.R. 2237(a), 16 N.J.R. 3046(a).

Deleted "Employment Security" and inserted "Unemployment and Temporary Disability Insurance".

### 12:17-1.3 Notice of failure to apply for or to accept suitable work

(a) When any individual fails to apply for, or to accept, suitable work when offered by a former employer, and such failure, in the opinion of the employer, disqualifies such individual for benefits, such employer shall, within 48 hours of such failure, complete Form BC-6 (Notice of Failure to Apply for or to Accept Suitable Work) and forward it to the proper local unemployment insurance claims office setting forth the facts which in the opinion of the employer constitute such individual's failure, without good cause, to apply for, or to accept suitable work.

(b) Whenever any employer or employing unit is notified by a local employment service office that any individual has been referred to such employer or employing unit for work, the employer or employing unit shall, if such individual fails to apply for work within 24 hours after the time designated in such notification, forthwith advise the local employment office service making the referral.

As amended, R.1984 d.516, eff. November 5, 1984.  
See: 16 N.J.R. 2237(a), 16 N.J.R. 3046(a).

Deleted "employment service" and substituted "unemployment insurance claims".

### 12:17-1.4 Notice of unemployment due to mass separation

(a) The term "mass separation" means the separation of 50 or more workers in a single establishment (either permanently or for an indefinite period, or for an expected duration of seven or more days) at or about the same time and for the same reason, except where the separation or unemployment is due to a labor dispute.

(b) The employer shall, 48 hours prior to any mass separation, file a notice thereof with the local unemployment insurance claims office nearest the place of employment.

(c) Such notice shall contain the following information:

1. The name and address of the employer;
2. A statement setting forth the cause of the separation;
3. The number of workers affected;
4. The expected duration of the period of unemployment;
5. Whether or not the employer will continue in employment during the shutdown a sufficient number of persons to handle request for wage information that may be issued by local employment offices.

(d) Where the employer has no advance knowledge of the mass separation, such notice shall be filed within 24 hours after the mass separation occurs.

(b) If a claimant is eligible for partial unemployment benefits for a week claimed, the benefit payment shall equal the difference between 120 percent of the established weekly benefit rate (which includes any determined dependency allowance) and the individual's remuneration earned during the week claimed.

### SUBCHAPTER 13. BENEFIT ELIGIBILITY FOR CLAIMANTS EMPLOYED BY TEMPORARY HELP SERVICE FIRMS

#### Authority

N.J.S.A. 34:1-20, 34:1A-3(e) and 43:21-1 et seq., specifically 43:21-11.

#### Source and Effective Date

R.1996 d.112, effective February 20, 1996.  
See: 27 N.J.R. 4124(a), 28 N.J.R. 1219(a).

#### 12:17-13.1 Definitions

The following words and terms, as used in this subchapter, shall have the following meanings:

“Temporary help service firm” means 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 the 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 and carries worker's compensation insurance as required by State law. A temporary help service firm is required to comply with the provisions of N.J.S.A. 56:8-1 et seq.

“Written agreement” means a signed understanding between a temporary help service firm and the employee which:

1. Outlines the scope of employment;
2. Includes the general type of work to be performed, salary parameters, and acceptable commuting distance for assignments;
3. Requires that the employee contact the temporary help service firm upon completion of an assignment; and
4. States that unemployment benefits may be denied for failure to fulfill this obligation.

#### 12:17-13.2 Employment with temporary help service firm under a written agreement

(a) If an individual whose claim is based on employment with a temporary help service firm is offered a new assignment and fails to accept continuing employment from the firm within the scope of employment as outlined in the written agreement and a definite starting date of the new assignment is no later than four weeks from the ending date of the current assignment, the claim for benefits shall be reviewed as a voluntary leaving of work issue under the provisions of N.J.S.A. 43:21-5(a). If the firm's offer of a new assignment contains terms and conditions of employment that are substantially different from those outlined in the written agreement or the starting date of the new assignment is indefinite or more than four weeks from the ending date of the current assignment, then the claim for benefits shall be reviewed as a suitable work issue under the provisions of N.J.S.A. 43:21-5(c).

(b) An individual's claim which is based on employment with a temporary help service firm shall be reviewed as a voluntary leaving of work issue under the provisions of N.J.S.A. 43:21-5(a) if the individual fails to contact the temporary help service firm for reassignment in accordance with the terms of the written agreement.

#### 12:17-13.3 Employment with temporary help service firm without a written agreement

(a) If an individual whose claim is based on employment with a temporary help service firm is offered a new assignment and fails to accept continuing employment from the firm under similar terms and conditions and a definite starting date of the new assignment is no later than four weeks from the ending date of the current assignment, the claim for benefits shall be reviewed as a voluntary leaving of work issue under the provisions of N.J.S.A. 43:21-5(a). If the firm's offer of a new assignment contains terms and conditions of employment that are substantially different from the terms and conditions of the current assignment or the starting date of the new assignment offered is indefinite or more than four weeks from the ending date of the current assignment, then the claim for benefits shall be reviewed as a suitable work issue under the provisions of N.J.S.A. 43:21-5(c).

(b) An individual's claim which is based on employment with a temporary help service firm shall be reviewed as an available for work issue under the provisions of N.J.S.A. 43:21-4(c) if the individual fails to contact the firm for reassignment upon completion of an assignment if there is no written agreement between the temporary help service firm and the individual.

## APPENDIX

## ELIGIBILITY CONDITIONS FOR TEMPORARY HELP SERVICE FIRM CLAIMANTS

Separation with Signed Agreement	<u>Failure to Contact for Reassignment</u> Voluntary Leaving Issue	<u>Refusal of New Assignment</u> Voluntary Leaving issue if: —within scope of agreement; and —starts within four weeks; and —offered at end of current assignment (N.J.S.A. 43:21-5(a))	Refusal of Suitable Work issue if: —not within scope of agreement; or —starts in more than four weeks; or —offered after end of current assignment (N.J.S.A. 43:21-5(c))
Separation without Signed Agreement	Availability Issue	Voluntary Leaving issue if: —new job similar in terms and conditions to last assignment; and —starts within four weeks; and —offered at end of current assignment (N.J.S.A. 43:21-5(a))	Refusal of Suitable Work issue if: —terms and conditions of new job are not similar to last assignment; or —starts in more than four weeks; or —offered after end of current assignment (N.J.S.A. 43:21-5(c))