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*Attorneys for Plaintiff*

**THE INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, AFL-CIO, LOCAL  
198,**

*Plaintiff,*

v.

**CITY OF ATLANTIC CITY, STATE OF  
NEW JERSEY, NEW JERSEY DIVISION  
OF LOCAL GOVERNMENT SERVICES IN  
THE DEPARTMENT OF COMMUNITY  
AFFAIRS, MELANIE WALKER,**  
Director of the Division of  
Local Government Services in  
the Department of Community  
Affairs in her official  
capacity,

*Defendants.*

SUPERIOR COURT OF NEW JERSEY  
ATLANTIC COUNTY - LAW DIVISION

Docket No.

CIVIL ACTION

**VERIFIED COMPLAINT**

The International Association of Fire Fighters, AFL-CIO, Local 198 ("IAFF 198" or "Plaintiff" or "Union"), by way of Verified Complaint against the City of Atlantic City ("City"), State of New Jersey ("State") the New Jersey Department of Community Affairs, Melanie Walker, as the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, (collectively, the "State" with the City, collectively "Defendants") states as follows:

### INTRODUCTION

Plaintiff is the certified collective bargaining representative of members of the fire department of the City of Atlantic City ("ACFD"). Three days ago, the Union became aware of three Firefighters who tested positive for COVID-19 ("Positive Individuals"). In response, the City arranged for individuals who were in close contact with and/or directly exposed ("Exposed Individuals") to at least one of the Positive Individuals to take a rapid COVID-19 test, and upon a negative result, Exposed Individuals are directed to return to work. This approach is in direct conflict with the guidance issued by the New Jersey Department of Health ("NJDOH") Centers for Disease Control and Prevention ("CDC"), and other Federal and State agencies.

Unsurprisingly, this ineffective approach has resulted in further spread of COVID-19, as three additional Firefighters tested positive for COVID-19, and there are now approximately 65 Exposed Individuals, some of which have become symptomatic. In doing so, the City has jeopardized the health and safety of all Firefighters, their families, and the general public.

Plaintiff seeks declaratory relief from this Court declaring that Defendants are in violation of Art. I, Section 1 of the New Jersey Constitution and the MSRA, and have breached the Collective Negotiations Agreement ("CNA") negotiated between the parties. Plaintiff also seeks an Order requiring Defendants: (1) place

Exposed Individuals on paid leave and to direct such individuals to self-quarantine for 14 days; (2) professionally disinfect each station between shifts; (3) to comply with all guidance issued by the NJDOH, CDC, and all other Federal and State entities; (4) to provide the Union with a copy of the City's protocols for responding to COVID-19 cases and potential exposures; and (5) postpone the training of new hires scheduled to begin the week of September 28, 2020. Plaintiff also seeks an award of attorneys' fees and costs, and all other relief the Court finds just and proper.

#### **PARTIES**

1. Plaintiff is a public employee labor organization representing public safety employees employed by the ACFD. Plaintiff has associational standing on behalf of their members, as well as their own standing as parties to collective negotiations agreements ("CNAs") with the City. Plaintiff IAFF 198's offices are situated at 19 S. New York Ave Atlantic City NJ 08401.

2. At all times relevant hereto, Defendant City was a public entity located at 1301 Bacharach Boulevard, Atlantic City, New Jersey.

3. At all times relevant hereto, Defendant the State was a public entity.

4. Defendant Division of Local Government Services ("DLGS") in the DCA is a State agency created to provide administrative

guidance, financial support and technical assistance to local governments, community development organizations, businesses and individuals to improve the quality of life in New Jersey.

5. Defendant Melanie Walker ("Walker") is the Director ("Director") of the Division of Local Government Services in the New Jersey Department of Community Affairs, which is responsible for implementing the MSRA.

6. At all times relevant hereto, Defendants have conducted and/or conduct business in the State of New Jersey.

#### **JURISDICTION AND VENUE**

7. Plaintiff files this action pursuant to the laws, constitution, statutes, administrative codes, rules and regulations promulgated by the State of New Jersey and its agencies.

8. This court also has jurisdiction to grant declaratory relief pursuant to The Declaratory Judgements Act, N.J.S.A. § 2A:16-51 *et seq.*

9. Venue is proper in Atlantic County because (a) the cause(s) of action arose in Atlantic County, and (b) the Defendants have conducted and/or conduct business in Atlantic County. See N.J.S.A. 34:13A-19.

#### **FACTUAL ALLEGATIONS**

1. The City's Firefighters work in 24-hour shifts in groups known as Companies.

2. The City's Firefighters work out of 6 stations located throughout the City.

3. Between one and three companies are located in each station, and between approximately eight and thirteen individuals are in each station during each 24-hour shift.

4. During these shifts, Firefighters are in close quarters, and eat and sleep in close proximity to one another.

5. The ACFD will be commencing training for new hires next week, and such training will involve instruction and participation from Firefighters of various ranks working out of various stations.

6. On or about September 22, 2020, the Union was informed that three Firefighters tested positive for COVID-19 ("Positive Individuals").

7. On September 24, 2020, the Union was informed that three additional Firefighters tested positive for COVID-19.

8. The six Positive Individuals worked in Firehouse Station 1, Station 2, and Station 3, and were in close contact with and/or directly exposed ("Exposed Individuals") to at least one of the individuals who tested positive.

9. One of the Positive Individuals developed symptoms during their September 24, 2020 work shift, was sent to take a rapid COVID-19 test, and tested positive.

10. The Exposed Individuals working with the above-specified Positive Individual received rapid COVID-19 tests, and upon

receiving negative results were instructed to return to work to complete their shifts.

11. One of the six positive test results includes a Firefighter who was going to be an instructor for next week's new hire training, and has been in close contact with other individuals who will be instructing and/or attending such training.

12. Upon information and belief, within the past week approximately 65 Firefighters have been in close contact with and/or were otherwise exposed to at least one of Positive Individuals.

13. The City is arranging rapid COVID-19 tests for Exposed Individuals, and upon receiving a negative test result, Exposed Individuals are immediately returned to work.

14. At least two Exposed Individuals who produced a negative test result were exhibiting symptoms of COVID-19 as of this morning (September 25, 2020).

15. The City has not provided the Union with protocols and procedures that the City would be following to respond to the multiple COVID-19 cases and widespread exposure among Firefighters.

16. The Union is unaware of any further intent to test Exposed Individuals beyond the initial rapid test being performed before returning such individuals to work.

17. The City's decision to return Exposed Individuals to work upon receipt of a single negative test is contrary to Federal and State Guidance.

18. The New Jersey Department of Health ("NJDOH") and Centers for Disease Control and Prevention ("CDC") both advise individuals to self-quarantine for a period of 14 days upon exposure to a Positive Individual.

19. The NJDOH has instructed that a negative test result does not mean that an individual has not contracted COVID-19, and that symptoms may not develop for 2-14 days from exposure.

20. Where an individual lives with a Positive Individual (which is comparable to the unique nature of Firefighters' work environment where they "live" with other Firefighters in the station), NJDOH instructs the Positive Individual to self-isolate until certain conditions are met, and the individual living with the Positive Individual is advised to quarantine for 14 days after the Positive Individual's self-isolation ends. It is irrelevant whether the individual is asymptomatic and/or tests negative for COVID-19.

21. Scientific research has revealed that there is a noteworthy risk of false-negative test results, and that such false-negatives are significantly more likely where individuals were tested within four days after infection.

22. Scientific evidence suggests that there is a 100% probability of a false-negative result for tests issued on the first day of infection, and a 67% rate of false negative on day 4.

23. The City's approach to handling the COVID-19 outbreak among Firefighters is causing irreparable harm by jeopardizing the health and safety of firefighters, their families, and the general public.

24. As COVID-19 is highly contagious, COVID-19 will continue to spread throughout the ACFD.

25. The spread of COVID-19 among Firefighters also places their family members and housemates at risk.

26. The nature of Firefighters' work requires them to come into close contact with the general public, including the elderly (potentially in nursing homes), high-risk individuals, and those who will need medical attention and/or hospitalization after suffering serious injuries.

27. COVID-19 can have long-term health consequences and even lead to death among all age groups, even where such individuals do not have pre-existing conditions.

28. The spread of COVID-19 throughout the ACFD places the general public at risk.



**COUNT I**

**VIOLATION OF THE DUE PROCESS AND EQUAL PROTECTION CLAUSES  
OF THE NEW JERSEY STATE CONSTITUTION, ARTICLE I, PARAGRAPH 1**

29. Plaintiff hereby incorporates paragraphs 1 through 21 of this Complaint as if set forth in full.

30. The New Jersey Constitution, Article I, Paragraph 1 provides: "All persons are by nature free and independent, and have certain natural and unalienable rights, among which are those of enjoying and defending life and liberty, of acquiring, possessing, and protecting property, and of pursuing and obtaining safety and happiness." This provision protects the values encompassed by the principles of due process and equal protection.

31. The City's blatant disregard for the health and safety of Firefighters in its response to a COVID-19 outbreak, including (but not limited to) the return of Exposed Individuals to work upon receipt of a negative test, contravenes the due process and equal protection provisions of the New Jersey Constitution, Article I, Paragraph 1.

**COUNT II**

**VIOLATION OF THE MUNICIPAL STABILIZATION AND RECOVERY ACT**

32. Plaintiff hereby incorporates paragraphs 1 through 31 of this Complaint as if set forth in full.

33. The MSRA, N.J.S.A. 52:27 BBBB-5(a)(3)(g) permits the Director, or Designee, to modify, amend or terminate collective

bargaining agreements if the modifications are "reasonable and directly related to stabilizing the finances or assisting with the fiscal rehabilitation and recovery of a municipality in need of stabilization and recovery."

34. Defendants' actions regarding its response to the COVID-19 outbreak, including (but not limited to) the return of Exposed Individuals to work upon receipt of a negative test, are neither reasonable nor directly related to stabilizing the finances of the City or assisting with the financial rehabilitation and recovery of the City.

35. Defendants, by implementing the actions described herein, are violating the MSRA and must be enjoined.

### **COUNT III**

#### **BREACH OF CONTRACT**

36. Plaintiff hereby incorporate paragraphs 1 through 35 of this Complaint as if set forth in full.

37. Pursuant to the terms and conditions of Plaintiff's Collective Negotiations Agreement, the Defendants agreed to protect the safety of Firefighters.

38. Plaintiff demanded that Defendants comply the provisions of the parties' agreement.

39. Despite due demand, Defendants have steadfastly failed and refused to perform their obligations under the CNA and have, therefore, breached said agreement.

40. As a result of Defendants' breaches, Plaintiffs are entitled to a judgment requiring Defendants to specifically perform their obligations as set forth under the agreements.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff on behalf of itself and its members respectfully request that this Court:

- A. Declaring that Defendants have impaired the constitutional, statutory, and contractual rights of Plaintiff and its covered members in violation of: (1) the Due Process and Equal Protection Clauses of the New Jersey Constitution, Art. I, Section 1; (2) the MSRA, N.J.S.A. 52:27 BBBB-1, et seq.; and (3) the parties' Collective Negotiations Agreement;
- B. Issuing a Temporary and Permanent Injunction enjoining Defendants, Defendants' officers, agents, employees, attorneys, and all other persons acting in active concert or participation with them, from violating Plaintiff's constitutional, statutory and contractual rights including, but not limited to the following:
  - i. Restraining Defendants from compelling Exposed Individuals to return to work immediately upon receiving a negative COVID-19 test result, without a 14-day quarantine;

- ii. Requiring Defendants to place exposed individuals on paid leave and to direct such individuals to self-quarantine for 14 days;
  - iii. Requiring Defendants to have each station professionally disinfected between shift;
  - iv. Requiring Defendants to strictly comply with all guidance issued by the NJDOH, CDC, and all other Federal and State entities;
  - v. Requiring Defendants to provide the Union a copy of the City's protocols for responding to COVID-19 cases and potential exposures;
  - vi. Postponing the training of new hires scheduled to begin the week of September 28, 2020;
- C. Awarding Plaintiff the attorneys' fees, costs, and other expense they have incurred in bringing this action, pursuant to state law.
- D. Providing such other relief as this Court may deem just and proper.

**DEMAND FOR TRIAL BY JURY**

Plaintiff demands a trial by jury on all issues subject to trial.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to Rule 4:25-4, Mark E. Belland, Esquire is hereby designated as trial counsel for Plaintiff in the above matter.

**CERTIFICATION**

Pursuant to Rule 4:5-1, I hereby certify that there is a related action involving the hiring and training of new hires, IAFF Local 198 v. State of New Jersey, et al., Docket No. ATL-L-2731-20, although such proceeding unrelated to the COVID-19 issues presented in this Complaint. To the best of my knowledge that the matter in controversy is not the subject of any other action pending in the court or the subject of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated and as otherwise set forth herein. I further certify that I know of no party who should be joined in the action at this time.

Respectfully submitted,

**O'BRIEN, BELLAND & BUSHINSKY, LLC**  
Attorneys for Plaintiff

By: /s/ Mark E. Belland  
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Dated: September 25, 2020

**O'BRIEN, BELLAND & BUSHINSKY, LLC**

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 AFFAIRS, MELANIE WALKER,**  
 Director of the Division of  
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SUPERIOR COURT OF NEW JERSEY  
 ATLANTIC COUNTY - LAW DIVISION

Docket No.

CIVIL ACTION

**ORDER TO SHOW CAUSE  
 WITH TEMPORARY RESTRAINTS  
 PURSUANT TO RULE 4:52**

**THIS MATTER** being brought to the attention of the Court by Mark E. Belland, Esquire, David F. Watkins Jr., Esquire, and Matthew B. Madsen, Esquire attorneys for Plaintiff, and notice being provided to the City of Atlantic City ("City"), the State of New Jersey, the New Jersey Department of Community Affairs, Melanie Walker, as the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs- , (collectively, the "State" with the City "Defendants") that Plaintiff is seeking relief from Defendants' continual violation of Plaintiff's constitutional rights and violations of the New

Jersey Municipal Stabilization and Recovery Act ("MSRA"), N.J.S.A. 52:27 BBBB-1, *et seq.*, P.L. 2016, c. 4. by way of temporary and permanent restraints pursuant to R. 4:52, based upon the facts set forth in the Verified Complaint and Order to Show Cause filed herewith, and the Court having reviewed the Verified Complaint along with the Brief in Support of the Order to Show Cause, Certifications and Exhibits filed in support of the application for this Order to Show Cause, and good cause having been shown;

**IT IS ON THIS**                      day of                      2020

**ORDERED** that Defendants City of Atlantic City ("City"), the State of New Jersey, the New Jersey Department of Community Affairs, Melanie Walker, as the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs (collectively, the "State" with the City "Defendants"), shall appear and show cause on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 before the Superior Court of New Jersey at the Atlantic County Courthouse in Atlantic City, New Jersey at \_\_\_\_ o'clock in the \_\_\_\_\_, or as soon thereafter as counsel may be heard, why an Order should not be entered as follows:

- A. Declaring that Defendants have impaired the constitutional and statutory rights of Plaintiff and its covered members in violation of: (1) IAFF members' Equal Protection and Due Process rights, as encompassed in Art. I Sec. 1 of the New Jersey Constitution, Art. I, § I; (2) the MSRA,



N.J.S.A. 52:27 BBBB-1, *et seq.*; and (3) the parties' Collective Negotiations Agreement;

B. Issuing a Temporary and Permanent Injunction enjoining Defendants, Defendants' officers, agents, employees, attorneys, and all other persons acting in active concert or participation with them, from violating Plaintiff's constitutional, statutory and contractual rights including, but not limited to the following:

- i. Restraining Defendants from compelling Exposed Individuals to return to work immediately upon receiving a negative COVID-19 test result, without a 14-day quarantine;
- ii. Requiring Defendants to place exposed individuals on paid leave and to direct such individuals to self-quarantine for 14 days;
- iii. Requiring Defendants to have each station professionally disinfected between shift;
- iv. Requiring Defendants to strictly comply with all guidance issued by the NJDOH, CDC, and all other Federal and State entities;
- v. Requiring Defendants to provide the Union a copy of the City's protocols for responding to COVID-19 cases and potential exposures;
- vi. Postponing the training of new hires scheduled to begin

the week of September 28, 2020;

- C. Awarding Plaintiff the attorneys' fees, costs, and other expense they have incurred in bringing this action, pursuant to state law.
- D. Providing such other relief as this Court may deem just and proper.
- E. Awarding Plaintiff the attorneys' fees, costs, and other expense they have incurred in bringing this action, pursuant to state law.
- F. Providing such other relief as this Court may deem just and proper.

**IT IS FURTHER ORDERED** that pending the return date herein, the Defendants are temporarily enjoined and restrained from:

- i. compelling Exposed Individuals to return to work immediately upon receiving a negative COVID-19 test result, without a 14-day quarantine;
- ii. failing to strictly comply with all guidance issued by the NJDOH, CDC, and all other Federal and State entities;
- iii. proceeding with the training of new hires scheduled to begin the week of September 28, 2020; and
- iv. Such other relief as this Court may deem just and proper.

**IT IS FURTHER ORDERED** that the Unions shall serve the Order to Show Cause, Certifications and Exhibits to Petitioners within        days of the date hereof, in accordance with R. 4:4-3 and R. 4:4-4, this being original process.

**IT IS FURTHER ORDERED** that Defendants shall file and serve a written Brief, Affidavit and/or Motion, as the case may be, to this Order to Show Cause and the relief requested in the charge and Proof of Service with the Court by \_\_\_\_\_, 2020.

**IT IS FURTHER ORDERED** that if Defendants do not file and serve opposition to the Order to Show Cause, the application will be decided on the papers on the return date and relief may be granted by default, provided that Union files a Proof of Service in the time frame set forth in this Order to Show Cause.

**IT IS FURTHER ORDERED** that Union must file and serve any written reply to Defendants' Order to Show Cause opposition by \_\_\_\_\_, 2020. The reply papers must be filed with the Court listed above.

**IT IS FURTHER ORDERED** that if Union has not already done so, a proposed form of order addressing the relief sought on the return date must be submitted to the court no later than three (3) days before the return date.

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**IT IS ON THIS**                      day of                      2020

**ORDERED** that Defendants City of Atlantic City ("City"), the State of New Jersey, the New Jersey Department of Community Affairs, Melanie Walker, as the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs (collectively, the "State" with the City "Defendants"), shall appear and show cause on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 before the Superior Court of New Jersey at the Atlantic County Courthouse in Atlantic City, New Jersey at \_\_\_\_ o'clock in the \_\_\_\_\_, or as soon thereafter as counsel may be heard, why an Order should not be entered as follows:

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- v. Requiring Defendants to provide the Union a copy of the City's protocols for responding to COVID-19 cases and potential exposures;
- vi. Postponing the training of new hires scheduled to begin

the week of September 28, 2020;

- C. Awarding Plaintiff the attorneys' fees, costs, and other expense they have incurred in bringing this action, pursuant to state law.
- D. Providing such other relief as this Court may deem just and proper.
- E. Awarding Plaintiff the attorneys' fees, costs, and other expense they have incurred in bringing this action, pursuant to state law.
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**IT IS FURTHER ORDERED** that the Unions shall serve the Order to Show Cause, Certifications and Exhibits to Petitioners within        days of the date hereof, in accordance with R. 4:4-3 and R. 4:4-4, this being original process.

**IT IS FURTHER ORDERED** that Defendants shall file and serve a written Brief, Affidavit and/or Motion, as the case may be, to this Order to Show Cause and the relief requested in the charge and Proof of Service with the Court by \_\_\_\_\_, 2020.

**IT IS FURTHER ORDERED** that if Defendants do not file and serve opposition to the Order to Show Cause, the application will be decided on the papers on the return date and relief may be granted by default, provided that Union files a Proof of Service in the time frame set forth in this Order to Show Cause.

**IT IS FURTHER ORDERED** that Union must file and serve any written reply to Defendants' Order to Show Cause opposition by \_\_\_\_\_, 2020. The reply papers must be filed with the Court listed above.

**IT IS FURTHER ORDERED** that if Union has not already done so, a proposed form of order addressing the relief sought on the return date must be submitted to the court no later than three (3) days before the return date.



# O'BRIEN, BELLAND & BUSHINSKY, LLC

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\* MASTERS OF LAW IN TAXATION

-----  
JOAN FREEDMAN MEYER (NJ & PA)  
1931-2011

September 25, 2020

**Via E-Filing**

Clerk of the Court  
Superior Court of New Jersey  
Law Division, Atlantic County  
1201 Bacharach Boulevard  
Atlantic City, New Jersey 08401

**Re: IAFF Local 198 v. City of Atlantic City, et al.  
Letter Brief in Support of Order to Show Cause for Temporary Restraints  
with Temporary Restraints & Issuance of an Injunction Pursuant to Rule 4:52**

This firm is counsel to the International Association of Fire Fighters, AFL-CIO, Local 198 ("IAFF"). IAFF. In lieu of a more formal memorandum, please accept this Letter Brief in Support of Order to Show Cause for Temporary Restraints with Temporary Restraints & Issuance of an Injunction Pursuant to Rule 4:52.

**Statement of Facts**

Plaintiff hereby incorporates the Certification of John Varallo ("Varallo Cert.") as if set forth fully herein. In the interest of brevity and to avoid repetition, Plaintiff shall only provide a limited summary of the facts set forth in the Varallo Cert.

Plaintiff is the certified collective bargaining representative of members of the fire department of the City of Atlantic City ("ACFD"). Varallo Cert. ¶ 3. Three days ago, the Union

Page 2 of 8

became aware of three Firefighters who tested positive for COVID-19 (“Positive Individuals”). Varallo Cert. ¶ 11. In response, the City arranged for individuals who were in close contact with and/or directly exposed (“Exposed Individuals”) to at least one of the Positive Individuals to take a rapid COVID-19 test, and upon a negative result, Exposed Individuals were directed to return to work. Varallo Cert. ¶ 23. This approach is in direct conflict with the guidance issued by the New Jersey Department of Health (“NJDOH”) Centers for Disease Control and Prevention (“CDC”), and other Federal and State agencies. Varallo Cert. ¶¶ 31-34. Unsurprisingly, this ineffective approach has resulted in further spread of COVID-19, as three additional Firefighters tested positive for COVID-19. Varallo Cert. ¶ 14. There are now approximately 65 Exposed Individuals, some of which have become symptomatic. Varallo Cert. ¶ 20, 26. In doing so, the City has jeopardized the health and safety of all Firefighters, their families, and the general public. Varallo Cert. ¶¶ 36-41.

## LEGAL ARGUMENT

### **Irreparable Harm is Pervasive and Injunctive Relief is Warranted**

In order to obtain injunctive relief, a plaintiff must establish that: 1) he/she will suffer irreparable injury if the relief is denied; 2) the claim is based on a settled legal right; 3) the material facts are substantially undisputed; and 4) the harm to him/her if the injunction is denied will be greater than the harm to the opposing party if the injunction is granted. Crowe v. DeGioia, 90 N.J. 126, 132-134 (1982). The primary principle underlying temporary relief is "to maintain the parties in substantially the same condition when the final decree is entered as they were when the litigation began." Id. at 134.

Here, the material facts are substantially undisputed and well documented. Turning to the remaining factors, injunctive relief is appropriate to protect a violation of the employees’ well-

settled constitutional rights and to avoid irreparable harm to the Union, Firefighters, their families, and the general public.

***A. Plaintiff's Claims Are Based on Settled Legal Rights and Will Likely Succeed.***

Defendants are obligated to negotiate in good faith and to provide information to Plaintiff pursuant to the requirements of the New Jersey Constitution and the MSRA. Those requirements include reasonableness and open dialogue, as well as comporting with principles of merit and fitness. Defendants, however, intend to hire without a civil service list, without providing Plaintiff with criteria to be used, and have refused to provide information in clear violation of constitutional and statutory law. Injunctive relief is, therefore, warranted.

1. Defendant's Action Violate the Due Process and Equal Protection Clauses of the New Jersey State Constitution.

The New Jersey Constitution, Article I, Paragraph 1 provides: "All persons are by nature free and independent, and have certain natural and unalienable rights, among which are those of enjoying and defending life and liberty, of acquiring, possessing, and protecting property, and of pursuing and obtaining safety and happiness." This provision protects the values encompassed by the principles of due process and equal protection.

There is no question that Plaintiff's members have a Constitutional right to safety. The City's blatant disregard for the health and safety of Firefighters in its response to a COVID-19 outbreak, including (but not limited to) the return of Exposed Individuals to work upon receipt of a negative test, contravenes the due process and equal protection provisions of the New Jersey Constitution, Article I, Paragraph 1. Injunctive relief is, therefore, warranted.

2. Defendants' Actions Violate the MSRA

The MSRA, N.J.S.A. 52:27 BBBB-5(a)(3)(g) permits the Director, or Designee, to modify, amend or terminate collective bargaining agreements if the modifications are "reasonable and

Page 4 of 8

directly related to stabilizing the finances or assisting with the fiscal rehabilitation and recovery of a municipality in need of stabilization and recovery.” Defendants’ actions regarding its response to the COVID-19 outbreak, including (but not limited to) the return of Exposed Individuals to work upon receipt of a negative test, are neither reasonable nor directly related to stabilizing the finances of the City or assisting with the financial rehabilitation and recovery of the City. Defendants, by implementing the actions described herein, are violating the MSRA and must be enjoined.

3. Breach of Contract

Pursuant to Article 24 of Plaintiff’s Collective Negotiations Agreement, the Defendants agreed to protect the safety of Firefighters. Article 24 (Health and Safety) of the CNA states “the general safety and health for members of the Atlantic City Fire Department is the responsibility of the Chief of the Department.” Exhibit A, Article 24. The City’s response to the COVID-19 outbreak has placed all Firefighters in the ACFD at risk. Plaintiff demanded that Defendants comply the provisions of the parties’ agreement. Despite this demand, Defendants have steadfastly failed and refused to perform their obligations under the CNA and have, therefore, breached said agreement. As a result of Defendants’ breaches, Plaintiffs are entitled to a judgment requiring Defendants to specifically perform their obligations as set forth under the agreements.

***B. Plaintiff’s Members Will Suffer Irreparable Harm Should an Injunction Be Denied.***

1. There Are Clear Health and Safety Hazards Present for Firefighters

Plaintiff’s members face clear irreparable harm because COVID-19 presents an immediate, serious health risk to Plaintiff’s members and their families. This is clear in light of the growing information that COVID-19 can have long-term health consequences and even lead to death among individuals falling in all age groups, even where such individuals do not have pre-existing conditions. Dr. Sanjay Gupta, The mystery of why the coronavirus kills some young people,

Page 5 of 8

cnn.com, <https://www.cnn.com/2020/04/05/health/young-people-dying-coronavirus-sanjay-gupta/index.html> (Apr. 6, 2020).

The Union has learned of six Firefighters who have tested positive within approximately the past three days. Varallo Cert. ¶¶ 11, 14. There are approximately 65 firefighters who are Exposed Individuals. Varallo Cert. ¶ 20.

Pursuant to NJDOH and CDC guidance, Exposed Individuals should self-quarantine for a period of 14 days, regardless of whether they exhibit symptoms or receive a negative test result. Varallo Cert. ¶¶ 31, 34; Exhibits B, C. As the NJDOH has explained, a negative test result does not mean that an individual has not contracted COVID-19, “because it may take 2-14 days for symptoms to develop.” Exhibit B. Scientific research has revealed that there is a noteworthy risk of false-negative test results, and that such false-negatives are significantly more likely where individuals were tested within four days after infection. See Kucirka, MD, et al., Variation in False-Negative Rate of Reverse Transcriptase Polymerase Chain Reaction–Based SARS-CoV-2 Tests by Time Since Exposure, Ann Intern Med, Aug, 18, 2020 (available at <https://www.acpjournals.org/doi/10.7326/M20-1495>) (*noting 100% probability of false-negative result on day 1 of infection*, 67% rate of false negative on day 4); Varallo Cert. ¶ 35.

Instead, Defendants have chosen to blatantly disregard this guidance, are conducting rapid COVID-19 tests on Exposed Individuals, and upon receiving a negative test result the Exposed Individual is immediately sent back to work. Varallo Cert. ¶ 18. Unsurprisingly, there are already Exposed Individuals who produced a negative test result and awoke this morning exhibiting symptoms consistent with COVID-19. Varallo Cert. ¶ 26.

It is clear that under the City’s approach, COVID-19 will continue to rapidly among Firefighters. This is especially likely given the close quarters Firefighters operate, in which Firefighters eat, sleep, and work together in 24-hour shifts in stations which are approximately 100

years old. Varallo Cert. ¶¶ 4-8.

2. Health and Safety Hazards Extend to the General Public

However, these health and safety risks extend beyond Firefighters to not only their families, but to the general public. The nature of Firefighters' work requires them to come into close contact with the general public, including the elderly (potentially in nursing homes), high-risk individuals, and those who will need medical attention and/or hospitalization after suffering serious injuries. Varallo Cert. ¶ 39. By ordering Exposed Individuals to continue to go out into the public, the City is undermining the very purpose which Firefighters seek to accomplish – save lives.

3. The Deprivation of Constitutional Rights Further Establishes Irreparable Harm

New Jersey Courts have held that a deprivation of a constitutional right is sufficient to establish irreparable harm. See Garden State Equal. v. Dow, 434 N.J. Super. 163, 194 (Super. Ct. 2013) (A violation of the New Jersey Constitution results in an "immediate and significant" hardship affecting constitutional rights); Garden State Equality v. Dow, 433 N.J. Super. 347, 353 (Law Div. 2013); City of Orange Tp. Bd. of Educ. v. City of Orange Tp., 451 N.J. Super. 310, 320 (Super. Ct. 2017). As Plaintiff's members' Constitutional right to safety is in jeopardy, Plaintiff has further established that injunctive relief is necessary to avoid irreparable harm.

***C. Defendants Will Not Suffer Any Harm if an Injunction is Granted***

Against the tremendous backdrop of the expansive irreparable harm, Defendants will incur no actual harm should an injunction be granted. The only harm which Plaintiffs can foresee Defendants raising is a concern regarding staffing. However, this is only more of a reason to grant the injunction.

Presently, the ACFD consists of approximately 175 Firefighters. Varallo Cert. ¶ 42. This is more than sufficient manpower to allow the City to continue to properly operate even if the approximately 65 close contacts/exposed individuals were instructed to quarantine for 14 days. Varallo Cert. ¶ 43. However, the longer Defendants wait to take action, COVID-19 will continue to spread rampant among the Firefighters, and the resulting widespread transmission of COVID-19 throughout the Firefighters will lead to serious manpower concerns. Varallo Cert. ¶ 39. Therefore, it is vital that injunctive relief be granted to prevent further irreparable harm not only to the Firefighters and their families, but to the general public they serve.

### **Conclusion**

Plaintiff respectfully requests that the Defendants be restrained, permanently, from violating the Due Process and Equal Protection Clauses of the New Jersey Constitution, Art. I, Section 1, the MSRA, and the parties' Collective Negotiations Agreement. The Plaintiff respectfully requests that this Court enter an Order:

- A. Declaring that Defendants have violated the constitutional, statutory, and contractual rights of Plaintiff and its covered members in violation of: (1) the Due Process and Equal Protection Clauses of the New Jersey Constitution, Art. I, Section 1; (2) the MSRA, N.J.S.A. 52:27 BBBB-1, *et seq.*; and (3) the parties' Collective Negotiations Agreement. The Plaintiff respectfully requests that this Court enter an Order:
- B. Issuing a Temporary and Permanent Injunction enjoining Defendants, Defendants' officers, agents, employees, attorneys, and all other persons acting in active concert or participation with them, from violating Plaintiff's constitutional, statutory and contractual rights including, but not limited to the following:
  - i. Restraining Defendants from compelling Exposed Individuals to return to work immediately upon receiving a negative COVID-19 test result, without a 14-day

quarantine;

- ii. Requiring Defendants to place exposed individuals on paid leave and to direct such individuals to self-quarantine for 14 days;
  - iii. Requiring Defendants to have each station professionally disinfected between shift;
  - iv. Requiring Defendants to strictly comply with all guidance issued by the NJDOH, CDC, and all other Federal and State entities;
  - v. Requiring Defendants to provide the Union a copy of the City's protocols for responding to COVID-19 cases and potential exposures;
  - vi. Postponing the training of new hires scheduled to begin the week of September 28, 2020;
- C. Awarding Plaintiff the attorneys' fees, costs, and other expense they have incurred in bringing this action, pursuant to state law.
- D. Providing such other relief as this Court may deem just and proper.

Plaintiff respectfully requests that the injunction and restraints be imposed on Defendants and stop the irreparable harm caused by the Defendants immediately.

**RESPECTFULLY SUBMITTED**  
**O'BRIEN, BELLAND & BUSHINSKY, LLC**

/s/ Mark E. Belland, Esquire  
Mark E. Belland, Esquire  
David F. Watkins, Jr., Esquire  
Matthew B. Madsen, Esquire  
Attorneys for Plaintiff

Dated: September 25, 2020



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**THE INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, AFL-CIO,  
LOCAL 198,**

*Plaintiff,*

v.

**CITY OF ATLANTIC CITY, STATE  
OF NEW JERSEY, NEW JERSEY  
DIVISION OF LOCAL GOVERNMENT  
SERVICES IN THE DEPARTMENT OF  
COMMUNITY AFFAIRS, MELANIE  
WALKER,** Director of the  
Division of Local Government  
Services in the Department of  
Community Affairs in her  
official capacity,

*Defendants.*

SUPERIOR COURT OF NEW JERSEY  
ATLANTIC COUNTY - LAW DIVISION

Docket No.

CIVIL ACTION

**CERTIFICATION  
OF JOHN VARALLO**

I, John Varallo, of full age, upon my oath, hereby certify and state as follows:

1. I make this certification in support of Plaintiff, International Association of Firefighters, AFL-CIO, Local 198's ("IAFF 198" or "Union") Verified Complaint and Order to Show Cause seeking relief regarding the City of Atlantic City's ("City") and Atlantic City Fire Department's ("ACFD") failure to appropriately take action to remedy a COVID-19 outbreak spreading among Atlantic City Firefighters.

2. I am employed by the City of Atlantic City ("City") as a Firefighter and currently serve as President of IAFF 198.

3. The Union is the exclusive negotiating agent and representative for the Firefighters employed by the City. As President of IAFF 198, I am responsible for negotiating the wages and other terms and conditions of employment with the City.

#### **Background**

4. The City's Firefighters work in 24-hour shifts in groups known as Companies.

5. The City's Firefighters work out of 6 stations located throughout the City.

6. Between one and three companies are located in each station, and between approximately eight and thirteen individuals are in each station during each 24-hour shift.

7. During these shifts, Firefighters are in close quarters, and eat and sleep in close proximity to one another.

8. Five of these stations are approximately 100 years old, and therefore have poor ventilation.

9. One station was built approximately 20 years ago, and the station has had HVAC issues in the recent past.

10. The ACFD will be commencing training for new hires next week, and such training will involve instruction and participation from Firefighters of various ranks working out of various stations.

**Positive COVID-19 Test Results & City's Response Thereto**

11. On or about September 22, 2020, I was informed that three Firefighters tested positive for COVID-19.

12. Upon information and belief, the first Firefighter tested positive on or about September 22, 2020, and the second and third Firefighters tested positive for COVID-19 on or about September 22, 2020.

13. On September 24, 2020, the Union, through counsel, sent a letter to the City regarding the three above-referenced positive tests and the need for close contacts to be placed on paid leave. A true and accurate copy of the September 24, 2020 letter is attached hereto as Exhibit A.

14. That same day (September 24, 2020), I became aware that three other individuals tested positive for COVID-19.

15. Upon information and belief, the six positive test results include individuals who were located in Firehouse Station 1, Station 2, and Station 3 ("Positive Individuals"), and that Firefighters from all six stations were in close contact with and/or directly exposed ("Exposed Individuals") to at least one of the individuals who tested positive.

16. Upon information and belief, all six Positive Individuals have worked out of one of the stations in the past week.

17. Upon information and belief, one of the Positive Individuals developed symptoms during their September 24, 2020 work shift, was sent to take a rapid COVID-19 test, and tested positive.

18. The Exposed Individuals working with the above-specified individual received rapid COVID-19 tests, and upon receiving negative results were instructed to return to work to complete their shifts.

19. Upon information and belief, one of the six positive test results includes a Firefighter who was going to be an instructor for next week's new hire training, and has been in close contact with other individuals who will be instructing and/or attending such training.

20. Upon information and belief, within the past week approximately 65 Firefighters have been in close contact with and/or were otherwise exposed to at least one of Positive Individuals.

21. Upon information and belief, the ACFD attempted to perform a form of "contact tracing" and arrange for rapid testing of Exposed Individuals.

22. Upon information and belief, the ACFD did not initiate contact with all Exposed Individuals, and certain Exposed Individuals reached out independently to obtain the rapid test.

23. I was informed by the City that Exposed Individuals who took the rapid COVID-19 tests received a negative test result would be cleared to return to work immediately.

24. Upon information and belief, the City requested that certain Exposed Individuals work overtime.

25. Upon information and belief, in at least one station, Firefighters arriving for their 8 a.m. shift on September 25, 2020, were advised to wait outside until the prior shift (which included Exposed Individuals) exited the station, and were instructed to clean the station immediately.

26. Upon information and belief, at least two Exposed Individuals who produced a negative test result were exhibiting symptoms of COVID-19 as of this morning (September 25, 2020).

27. I have requested that the City provide me with the protocols and procedures that the City would be following to respond to the multiple COVID-19 cases and widespread exposure among Firefighters.

28. The City has not provided me with any such information.

29. I am not aware of any further testing beyond the initial rapid test that is being arranged for Exposed Individuals.

**Failure to Comply with Federal and State COVID-19 Guidance**

30. The City's decision to return Exposed Individuals to work upon receipt of a single negative test is contrary to Federal and State Guidance.

31. The New Jersey Department of Health ("NJDOH") instructs Individuals who have been in close contact to a Positive Individual to "self-quarantine for 14 days from the last date of exposure with the person, even if [they] tested negative." See NJ Residents who Tested Negative for COVID:19 Instructions & Next Steps. NJDOH ("NJDOH Guidance"), a true and accurate copy of which is attached hereto as Exhibit B.

32. A negative test result does not mean that an individual has not contracted COVID-19, "because it may take 2-14 days for symptoms to develop." NJDOH Guidance (Exhibit B).

33. Where an individual lives with a Positive Individual (which is comparable to the unique nature of Firefighters' work environment where they "live" with other Firefighters in the station), NJDOH instructs the Positive Individual to self-isolate until certain conditions are met, and the individual living with the Positive Individual is advised to quarantine for 14 days after the Positive Individual's self-isolation ends. It is irrelevant whether the individual is asymptomatic and/or tests negative for COVID-19. NJDOH Guidance (Exhibit B).

34. The Centers for Disease Control and Prevention similarly recommends individuals in close contact with a Positive Individual to quarantine for 14 days from the individual's last close contact with a Positive Individual. See COVID-19: When to Quarantine, CDC <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are->

[sick/quarantine.html](#) (last visited Sept. 25, 2020) ("When to Quarantine"). A true and accurate copy of When to Quarantine is attached hereto as Exhibit C.

35. Scientific research has revealed that there is a noteworthy risk of false-negative test results, and that such false-negatives are significantly more likely where individuals were tested within four days after infection. See Kucirka, MD, et al., Variation in False-Negative Rate of Reverse Transcriptase Polymerase Chain Reaction-Based SARS-CoV-2 Tests by Time Since Exposure, Ann Intern Med, Aug, 18, 2020 (available at <https://www.acpjournals.org/doi/10.7326/M20-1495>) (noting 100% probability of false-negative result on day 1 of infection, 67% rate of false negative on day 4).

**Irreparable Harm to the Union, Members, and General Public**

36. The Union, its members, and the general public will be irreparably harmed by the loss of Constitutional, statutory and contractual rights conveyed upon them under the New Jersey Constitution unless immediate action is taken.

37. As COVID-19 is highly contagious, COVID-19 will continue to spread throughout the ACFD.

38. The spread of COVID-19 among Firefighters also places their family members and housemates at risk.

39. The nature of Firefighters' work requires them to come into close contact with the general public, including the elderly

(potentially in nursing homes), high-risk individuals, and those who will need medical attention and/or hospitalization after suffering serious injuries.

40. Therefore, the spread of COVID-19 throughout the ACFD places the general public at risk.

41. COVID-19 can have long-term health consequences and even lead to death among all age groups, even where such individuals do not have pre-existing conditions. Dr. Sanjay Gupta, The mystery of why the coronavirus kills some young people, cnn.com, <https://www.cnn.com/2020/04/05/health/young-people-dying-coronavirus-sanjay-gupta/index.html> (Apr. 6, 2020).

42. The ACFD consists of approximately 175 Firefighters.

43. Upon information and belief, the ACFD would still have enough manpower to properly operate if the approximately 65 close contacts/exposed individuals were instructed to quarantine for 14 days.

44. In light of the contagious nature of COVID-19, if ACFD continues to operate without taking aggressive action, COVID-19 will inevitably continue to spread throughout the ACFD.

45. The continued spread of COVID-19 through ACFD jeopardizes the ability of the ACFD to properly operate.

46. To prevent irreparable harm:

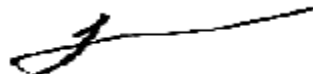
- a. exposed Individuals must be placed on paid leave and directed to self-quarantine for 14 days;



- b. each station must be professionally disinfected between shifts;
- c. the City must be instructed to strictly comply with all guidance issued by the NJDOH, CDC, and all other Federal and State entities;
- d. the Union must be provided a copy of the City's protocols for responding to COVID-19 cases and potential exposures; and
- e. the training of new hires scheduled for the week of September 28, 2020 must be postponed.

47. The Press of Atlantic City has reported and confirmed with the City that six firefighters tested positive for COVID-19 this week. (Exhibit D).

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

A handwritten signature in black ink, appearing to read 'John Varallo', with a long horizontal stroke extending to the right.

John Varallo

Dated: September 25, 2020

# EXHIBIT A

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

CITY OF ATLANTIC CITY

AND

ATLANTIC CITY PROFESSIONAL FIRE FIGHTERS  
IAFF LOCAL 198

EFFECTIVE

JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

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TABLE OF CONTENTS

ARTICLE 1 - PURPOSE..... 1

ARTICLE 2 - INTERPRETATION..... 2

ARTICLE 3 - GRIEVANCE PROCEDURE..... 4

ARTICLE 4 - DUES CHECK-OFF..... 7

ARTICLE 5 - EMPLOYEE REPRESENTATION..... 9

ARTICLE 6 - NON-DISCRIMINATION..... 10

ARTICLE 7 - MANAGEMENT RIGHTS..... 11

ARTICLE 8 - DUTIES OF OFFICERS..... 12

ARTICLE 9 - SAVINGS CLAUSE..... 13

ARTICLE 10 - STRIKES..... 14

ARTICLE 11 - BULLETIN BOARDS..... 15

ARTICLE 12 - UNION RELEASE TIME..... 16

ARTICLE 13 - WORK SCHEDULE..... 18

ARTICLE 14 - OVERTIME PAY..... 19

ARTICLE 15 - CLOTHING ALLOWANCE..... 21

ARTICLE 16 - LEAVES..... 22

ARTICLE 17 - VACATIONS..... 30

ARTICLE 18 - ACTING OUT OF TITLE..... 34

ARTICLE 19 - HOLIDAYS..... 39

ARTICLE 20 - PAY SCALE..... 40

ARTICLE 21 - CONTINUATION OF BENEFITS FOR NOT COVERED  
IN THIS AGREEMENT..... 46

ARTICLE 22 - LONGEVITY..... 47

ARTICLE 23 - TRANSFERS AND ASSIGNMENTS..... 46

ARTICLE 24 - HEALTH AND SAFETY..... 51

ARTICLE 25 - EDUCATION..... 53

ARTICLE 26 - PERSONNEL COMMITTEE..... 59

ARTICLE 27 - TEMPORARY ASSIGNMENT..... 60

ARTICLE 28 - EXCHANGING TIME..... 61

ARTICLE 29 - NEW EMPLOYEES..... 62

ARTICLE 30 - SUSPENSIONS AND FINES..... 63

ARTICLE 31 - HEALTH BENEFITS..... 64

ARTICLE 32 - PHYSICAL FITNESS EQUIPMENT..... 67

ARTICLE 33 - FIREHOUSE EQUIPMENT..... 68

ARTICLE 34 - GRANT COMMITTEE..... 69

ARTICLE 35 - DURATION OF CONTRACT..... 70

ARTICLE 1

PURPOSE

This Agreement is entered into pursuant to the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. to promote and ensure harmonious relations, cooperation and understanding between the City and the employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interests of the people of Atlantic City and its employees and the City.

ARTICLE 2

INTERPRETATION

A. It is the intention of the parties that this Agreement be construed in harmony with the rules and regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, the Statutes of the State of New Jersey, and the Ordinances of the City of Atlantic City, and the rules and regulations of the Fire Department of the City of Atlantic City.

B. The City recognizes the International Association of Fire Fighters, Local 198, as the exclusive negotiating agent and representative for all uniformed fire department personnel, excluding all other employees employed by the City.

C. The City agrees that the Union has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety procedures for adjustment of disputes and grievances and all other related matters.

D. The parties will incorporate and modify this collective negotiations agreement to comply with any final rulings, orders or settlement agreements issued by the Public Employment Relations Commission or the courts in the



matter of the Clarification of Unit Petition filed with PERC in Docket No. CU-2015-004.

E. The terms of the Consent Order and related Settlement Agreement dated December 3, 2015, entitled Atlantic City Professional Firefighters IAFF Local 198 v. City of Atlantic City under Docket Number ATL-L-1922-14 is incorporated by reference into this Agreement.

F. The parties agree to abide by the ruling of the Appellate Division of the Superior Court of New Jersey in the case entitled City of Atlantic City v. Atlantic City Professional Firefighters IAFF Local 198, Docket No. A-3817-14, PERC Docket No. SN-2015-051, regarding all **relevant** terms in this Agreement.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definition: A grievance is any dispute between the parties concerning the application of interpretation of this Agreement or any complaint by an employee as to any action or non-action taken towards him/her, which violates any right arising out of his/her employment. The City shall not discipline any employee without just cause.

B. Procedure:

STEP 1 - Filing Requirement. A grievance must be filed with the Union and a copy of same provided to the Chief of the Department within thirty (30) days of its occurrence or the time when the aggrieved should have known about it, or it shall be deemed abandoned. All grievances shall be in writing, as shall all responses to them by the City.

STEP 2 - Review by Union Grievance Committee. The Union Grievance Committee shall screen and study all grievances within thirty (30) days of their receipt to determine whether same has or lacks merit. Such processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Union. Upon finding merit, the Union Grievance Committee shall present written confirmation of such determination to the

Chief of the Department, with the request that the Chief of the Department investigate and resolve same.

STEP 3 - Review by the Fire Chief. The Chief of the Department shall have no duty to investigate and resolve any grievance until the aforesaid confirmation and request is made by the Union Grievance Committee. Upon receiving same, the Chief of the Department shall have fifteen (15) days within which to answer the grievance.

STEP 4 - Review by the Mayor. In the event the parties are unable to resolve the grievance at the Third Step, either party may, within fifteen (15) days, refer the matter to the Mayor for his investigation and resolution. The Mayor may designate an individual in his stead to hear and resolve grievances presented. The Union shall be provided timely notification of such individual's identity by the Mayor. The Mayor, or his designee, shall have fifteen (15) days within which to answer the grievance after his receipt of grievance referral.

STEP 5 - Arbitration. In the event the grievance is not resolved at the Fourth Step, either party may, after fifteen (15) days, refer the matter to impartial arbitration. Any party wishing to move the grievance to arbitration shall notify the Public Employment Relations Commission (P.E.R.C.) that it is moving a grievance to

arbitration and request that a list of arbitrators be furnished to the City and the Union. If the City and the Union cannot mutually arrive at a satisfactory arbitrator within thirty (30) days after receipt of the list from P.E.R.C., the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Civil Service Commission, or by the State of New Jersey, which might be pertinent, and shall render his/her award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared by the City and the Union. Any steward or officer of the Union required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter. The arbitrator shall not be empowered to add or to subtract from this Agreement or render any decision in conflict with this Agreement.

C. Time Limitations. Time extensions may be mutually agreed to by the City and the Union.

**ARTICLE 4****DUES CHECK-OFF**

A. The City shall deduct dues and initiation fees from the wages of all personnel covered by this Agreement who have filed with the City, a proper dues deduction authorization card, as required by the laws of the State of New Jersey. The Union shall advise the City of the fixed and standard dues and initiation fees of its members and the payments shall be made on or before the first payday of each month.

B. 1. Employees covered by the Agency Shop Law, N.J.S.A. 34:13A-5.5, Chapter 77, P.L. of 1979, are covered by the following clause:

The representation fee in lieu of dues shall be an amount equivalent to regular membership dues, initiation fees and assessments charged by the majority representative of its own members less the cost of benefits financed through the dues, fees and assessments available to benefiting only its members, but in no event shall such fees exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

2. The City shall deduct said representation fees from employees covered by the Agency Shop Law.

C. 1. Payroll deductions, with respect to the Union dues and/or fees, shall be at no cost to either the employee or the Union.

2. Any payroll deduction shall be taken at no cost to the employee or supplier to benefits. The Credit Union check shall be made available on paydays prior to twelve hundred (1200) hours. In addition, the dues payroll deduction check for the Atlantic City Fire Fighters Union shall be made available on paydays prior to twelve hundred (1200) hours.

D. The Union agrees to indemnify, defend, hold and save the City harmless from any cause of action, demand, claim, suit, loss, damages or any other liability that shall arise out of or by reason of action taken under this clause.

ARTICLE 5EMPLOYEE REPRESENTATION

The Union must notify the City as to the names of stewards and accredited representatives. No more than one steward and alternate is to be designated for each facility. I.A.F.F. representatives not employed by the City will not be permitted to visit with employees during working hours at their work stations for the purposes of discussing I.A.F.F. representation matters, without notifying the head of the Department.

ARTICLE 6NON-DISCRIMINATION

The City and the Union both recognize that there shall be no discrimination by reason of age, sex, creed, or racial origin as far as employment is concerned, or as far as any opportunity for improvement of jobs. The City further agrees that it will not interfere with or discriminate against any employee because of membership in, or legitimate activity on behalf of the Union, nor will the City encourage membership in any other organization or Union, or do anything to interfere with the exclusive representation of the Union in the appropriate bargaining unit.



ARTICLE 7

MANAGEMENT RIGHTS

It is the right of the City to determine the standards of service to be offered by its agencies; determine the standards of selection for hiring, promotion, and assignments, and to determine when and if such actions will be taken; to assign and direct its employees; take disciplinary action; relieve its employees from duty for any other legitimate reason; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours of work; take all necessary actions to carry out its mission in daily activities and in emergencies; and, exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions on the above matters are subject to the grievance procedure. Nothing in this Article shall alter or relieve the City of any of its obligations undertaken in this Agreement.

ARTICLE 8

DUTIES OF OFFICERS

The parties agree that the Chief of the Fire Department and all other officers shall exercise their supervisory duties faithfully, irrespective of the fact that they are covered by the Agreement, and they shall be objective in their feelings with all personnel subordinate to them, irrespective of affiliation with the Union.

ARTICLE 9

SAVINGS CLAUSE

In the event that any provision of this Agreement shall be finally determined to be in violation of any applicable Civil Service law or regulation, such determination shall not impair the validity and enforceability of the remaining other provisions of this Agreement.

ARTICLE 10

STRIKES

The Union assures and pledges to the City that its goals and purposes are such as to condone no strikes by public employees, nor work stoppages, slowdowns, or any other such method which would interfere with the service to the public or violate the Constitution and laws of the State of New Jersey; and, the Union will not support anyone acting contrary to this provision.

ARTICLE 11

BULLETIN BOARDS

A. The City shall permit use of bulletin boards, located in the respective facilities by the Union, for the purpose of posting notices concerning Local 198 business and activities.

B. All such notices shall be signed by the President or other authorized officer of the Local.

ARTICLE 12

UNION RELEASE TIME

A. The President, Vice-President, Secretary/State Delegate, Treasurer, Sergeant At Arms and officers of the State Association and members of the State Association Committees, shall receive relief from duty with full pay to conduct contract and grievance negotiations, attend regular monthly meetings, attend conventions of the I.A.F.F., attend conventions of the State Association of Firefighters and AFL-CIO, and seminars involving Union business. Any bargaining unit member who is released for these reasons will not be assigned a shift the day or night of the event triggering the union release time.

B. The member requesting relief must send to the Chief, form 56 at least twenty-four (24) hours in advance of the time requested, stating the matter and location of the business.

C. Administrative review may be made by the Chief on request by the Union President for time for Union business, without cost to the City.

D. Firefighters attending conventions and seminars pursuant to this Article must provide proof of attendance acceptable to the Chief.

E. In addition to the Union Release Time set forth in this Article, the Union President with the approval by the Chief, may use personal/vacation time, one day at a time, for Union business.

F. The Union President shall be granted fifteen (15) hours of release time from duty per week with pay in which to conduct Union Business.

G. The Local President and the Local Vice President shall both be supplied with new radios, new batteries, extra batteries, and charger by the City.

ARTICLE 13

WORK SCHEDULE

A. Each platoon shall work the following schedule: Two (2) days of duty, ten (10) hours each day (8:00 am - 6:00 pm), immediately followed by two (2) nights of duty, fourteen (14) hours each night (6:00 pm - 8:00 am), immediately followed by four (4) consecutive days off.

B. With respect only to personnel assigned to staff, the following memorializes past practice, which the parties intend to continue:

1. Staff personnel shall work four (4) days of duty, ten (10) hours each day, from 0800 to 1800 hours.

2. Staff personnel shall work four (4) or five (5) days, Monday through Friday.

3. A member of the staff shall be assigned one (1) day off during the five (5) day work week. The day off shall be determined by the member's platoon commander.

4. Celebrated holidays which fall during the five (5) working days of staff shall automatically be the assigned day off for every member assigned to staff functions.



ARTICLE 14

OVERTIME PAY

A. Overtime shall consist of all hours worked in excess of the average forty-two (42) hours of work in any one (1) week, based on the cycle providing three hundred thirty-six (336) hours for eight (8) weeks.

B. 1. Overtime shall be computed at the rate of one and one-half (1-1/2) times the normal rate and including educational and longevity increments, computed on a forty-two (42) hour work week.

2. All overtime payable in monies will be paid during the appropriate pay period.

C. Rotation of overtime assignments shall be in compliance with existing department orders. The Union shall have access to the records of overtime so that there is a fair distribution of assignments.

D. When a firefighter is called back to duty, he/she shall receive a minimum of four (4) hours overtime pay, computed as follows:

1. For a general alarm or emergency, at the prevailing rate.

2. For other such order or assignment, on the basis of the applicable normal work week.

E. Emergency Recall of Holdover: If an employee works through his/her normal shift change, either through previous emergency recall or through an emergency holdover, he/she will only be compensated on an hour for hour basis. This compensation will be paid at the rate of time and one-half (1-1/2) per hour.

F. The City will comply with the Fair Labor Standards Act.

G. In addition, the City shall send a report detailing the use of overtime for the entire Department to the Union on a quarterly basis.

ARTICLE 15

CLOTHING ALLOWANCE

A. The City shall, upon hire, issue to all new personnel all required uniforms and wet goods in lieu of Eight Hundred Fifty Dollars (\$850.00) to all new personnel within thirty (30) days after a class has graduated from the academy.

B. Apprentice Firefighters beginning with year two (2) of employment through year six (6) shall receive a Four Hundred Fifty Dollar (\$450.00) clothing allowance. Firefighters beginning with year seven (7) of employment and thereafter shall receive a Two Hundred Seventy-Five Dollar (\$275.00) clothing allowance. Fire Captains, Fire Inspectors, Maintenance Repair Personnel, Custodians and Air Mask Technicians shall receive a One Hundred Dollar (\$100.00) clothing allowance. Battalion Chiefs, Assistant Chief Fire Inspector, Deputy Chiefs and the Fire Official shall receive no clothing allowance.

C. The City shall be responsible for changes in uniforms and wet goods, and for replacing all wet goods damaged, destroyed or contaminated in the line of duty. Employees shall be responsible for all other items.

ARTICLE 16

LEAVES

A. Union Business:

In addition to the local president, leave from duty with full appropriate pay shall be granted to two (2) members of the Local's Negotiating Committee who attend meeting between the City and the Union for the purpose of negotiating the terms of the contract, provided the employee is scheduled for duty at the time of the meeting. Any bargaining unit member who is released for these reasons will not be assigned a shift the day or night of the meeting.

B. Sick Leave

1. For employees hired prior to January 1, 1996, sick leave shall be allowed to one hundred forty (140) working hours per year, to be cumulative from year to year. In no event shall any employee enter the present contract with less than ten (10) working hours credited to each month of service, or one hundred forty (140) working hours at the beginning of each contract period.

2. "Sick leave" is hereby defined to mean an absence from the post of duty by a bargaining unit member, due to illness, accident, injury, disability, and/or exposure to contagious disease or the necessity to attend

to and care for an ill member of his or her immediate family. The term "immediate family" for the purpose of this Article shall include the following; a) spouse; b) parent; c) step-parent; d) child; e) step-child; f) foster child; and g) any other relative residing in the bargaining unit member's household.

3. For all employees hired after January 1, 1996, sick leave can only be accumulated one hundred (100) hours per year, to be cumulative from year to year.

C. Illness and Injury:

1. In the event that an employee suffers an illness or injury in the line of duty, in the course of employment, or as a result of his/her employment, he/she shall be compensated at full pay for a period not to exceed one (1) year.

2. In the event that any illness or injury sustained by an employee is not service connected, said employee shall have his/her injury or illness reviewed by the Medical Review Board for the purpose of determining whether or not such occurrence is of a major nature, thereby rendering the employee eligible for additional sick leave compensation in excess of the yearly one hundred forty (140) hours, or accumulate sick leave which he/she may have exhausted. However, in no event shall any

firefighter who shall have attained the commencement of his/her fourth year of employment not be compensated if he/she is sick or injured and requires convalescence, notwithstanding the nature of the illness or injury or whether or not said employee has exhausted his/her yearly or cumulative sick time, subject to the provisions of N.J.S.A. 40A:14-137.

3. The Medical Review Board shall consist of the Mayor, or his/her designate, either of whom may act as chairperson; or his/her medical designate; the Union President or his/her designate; and one (1) superior officer selected by the Union or his/her designate. The Personnel Officer or his/her designate shall be an ex-officio, non-voting member of the Medical Review Board.

D. Each year the City or its designate shall make available to each member of the Fire Department a current record of sick and injured days taken and the accumulated balance, if any. This record shall be made available with the annual withholding statements. Notwithstanding the foregoing, and for the purposes of this section, sick leave shall be credited at the rate of ten (10) hours for each shift taken, regardless of the actual length of the specified shift.

E. Terminal Leave: Upon retirement, all employees shall be entitled to terminal leave with full pay and benefits as determined herein:

1. Salary increases as provided for in the Contract.

2. Medical benefits plan and group life insurance negotiated between the parties.

3. Pension paid while on terminal leave.

4. Dental, eyeglass and prescription plans paid while on terminal leave.

5. Sick and vacation days cannot be accumulated while on terminal leave.

6. If an employee works one (1) day in a calendar year, he/she shall receive all vacation and clothing maintenance monies.

F. Terminal Leave Options: An employee may opt to take sick leave as follows:

1. All employees hired prior to January 1, 2012 shall have the option to take their accumulated time up to one and one-half (1-1/2) years or three thousand two hundred seventy-six (3,276) hours on a bi-weekly basis.

2. Subject to the third paragraph of this section, the lump sum payment option shall be based on an individual's last hourly rate for all accumulated hours up

to three thousand two hundred seventy-six (3,276) hours. This payment must be made to the employee by the City no later than ninety (90) calendar days of application for the lump sum payment.

3. Terminal leave shall be amended to provide for a maximum monetary payment as follows:

(a) Employees hired in 1984 will receive a maximum of sixteen (16) months;

(b) Employees hired in 1985 will receive a maximum of fourteen (14) months;

(c) Employees hired between January 1, 1986 and October 15, 2006 will receive a maximum of twelve (12) months;

(d) Employees hired after October 16, 2006, but before January 1, 2012, shall have maximum accumulation time of six (6) months;

(e) *Employees hired after January 1, 2010 will receive a maximum payout cap of \$15,000.00;*

(f) All employees hired before 1984 will not be affected by the above changes.

Employees hired prior to January 1, 2010, will be permitted to cash out their sick leave earned prior to July 1, 2015, up to the maximums set forth in Article 16,



Section F.3. Sick leave earned after July 1, 2015 is not subject to terminal leave.

Employees hired after January 1, 2010, will be permitted to cash out their sick leave earned prior to July 1, 2015, up to a maximum as set forth in the contract, but in no event shall the amount be greater than \$15,000.

For employees hired after July 1, 2015, terminal leave is eliminated.

4. Employees must provide notice at least 60 days prior to the date they intend to take terminal leave.

5. Employees shall have an option of a one (1) or four (4) year pay-off of the terminal leave accrued monies. Employees who elect to receive the four (4) year pay-off plan shall receive his/her benefits in four (4) equal payments, with the last payment made on or before the fourth anniversary date of retirement. Provided that timely notice is given, this payment must be made to the employee by the City no later than ninety (90) calendar days of application for the lump sum payment. Subsequently, payment for years 2, 3 and 4 will be made on or before the anniversary date of retirement.

G. In the event of the death to a member of the Fire Department, the City shall pay all accumulated sick time up

to three thousand two hundred seventy-six (3,276) hours, all clothing allowance and all vacation days in full.<sup>1</sup>

H. Injury leave shall be provided as per N.J.S.A. 40A:14-137.

I. Funeral Leave.

1. Up to five (5) work days, at the discretion of the employee, shall be granted in the event of the death of a member of the immediate family or domestic or civil union partner of a firefighter. Immediate family shall include spouse, mother, father, sister, brother, child, mother-in-law, father-in-law, grandparent, grandchild, step-mother, step-father, step-sibling and step-children. Up to three (3) working days, at the employee's discretion, shall be granted for any other related member of the employee's household. These days are to be taken from either the date of death on or from the date of the funeral back.

2. One (1) work day leave shall be granted for the death of any other blood relative and for the death of a brother-in-law, sister-in-law, cousin, and grandparents of firefighter's spouse. The day's leave shall be given for either the date of death or the funeral day.

3. No funeral leave (subsection 1 or 2 above) will be granted to any firefighter who is on an approved leave, other than funeral leave, while a death of any of the individuals specified herein occurs.

4. Travel time of two (2) work days maximum shall be granted to any member for an approved leave, as per subsection 1 and/or 2 above, who must travel more than two hundred fifty (250) miles round-trip to the funeral or viewing. For the purpose of this provision, two hundred fifty (250) miles will be calculated by means of vehicular travel utilizing MapQuest.com or Google Maps or a similar internet website mutually agreed upon by the parties.

J. Family and Medical Leave

The City will comply with its obligations under the Family Medical Leave Act, 29 U.S.C. 2601, et seq., the New Jersey Family Leave Act, N.J.S.A. 34:11B-1 et seq. and the New Jersey Paid Family Leave Act, N.J.S.A. 43:21-39-1 et seq.

ARTICLE 17VACATIONS

A. 1. The following shall apply to all firefighters hired prior to January 1, 2012:

<u>Years</u>	<u>Vacation Days*</u>
1	12
2	12
3	12
4	16
5	20
6	24
7 through retirement	24

2. All employees hired on or after January 1, 2012 will have the following vacation benefit:

<u>Years</u>	<u>Vacation Days*</u>
Up to one (1) year of service	One (1) working day for each month of service
After one (1) year and up to ten (10) years of continuous service	12 working days
After ten (10) years and up to twenty (20) years of continuous service	15 working days
After twenty (20) years of continuous service	20 working days

All employees with less than twenty (20) years' service shall receive one (1) personal leave day per year. Employees with twenty (20) or more years of service will continue to receive four (4) personal leave days.

The parties agree to abide by Arbitrator Osborn's interpretation of this Article.

\* One (1) vacation day is equivalent to a scheduled work shift.

3. No banking or payment of personal days may be made by an employee regardless of his/her hiring date after December 31, 1996.

B. 1.a. All captains, Fire Inspectors, Air Mask Technicians, and Maintenance Repair Personnel shall be entitled to twenty-eight (28) actual working days paid vacation and four (4) personal days.

1.b. All employees hired after January 1, 2012 and promoted to Captain shall be entitled to twenty (20) actual working days paid vacation and two (2) personal days;

1.c. Those employees hired prior to January 1, 2012, will receive vacation leave in accordance with the previous vacation schedule set forth above in Article 17(A) (1).

2.a. All Battalion Chiefs and Assistant Fire Inspectors shall be entitled to thirty-two (32) actual working days paid vacation and four (4) personal days.

2.b. All employees hired after January 1, 2012 and promoted to Battalion Chief shall be entitled to twenty-four (24) actual working days paid vacation and two (2) personal days;

2.c. Those employees hired prior to January 1, 2012, but promoted to Battalion Chief after January 1, 2012, will receive vacation leave in accordance with the previous vacation schedule set forth above in Article 17 (A) (1).

3.a. All Deputy Chiefs and the Fire Official shall be entitled to thirty-six (36) actual working days paid vacation and four (4) personal days.

3.b. All employees hired after January 1, 2012 and promoted to Deputy Chief shall be entitled to twenty-four (24) actual working days paid vacation and two (2) personal days;

3.c. Those employees hired prior to January 1, 2012, but promoted to Deputy Chief after January 1, 2012, will receive vacation leave in accordance with the previous vacation schedule set forth above in Article 17(A) (1).

C. Vacation shall be granted during the calendar year. Selection for vacation period shall be based on seniority and rank by shift at station house level. Captains shall select their vacation time first based upon

seniority and rank by shift; thereafter the journeyman shall select their vacation time based upon seniority and rank by shift.

D. It is the intent of this Article to assure personnel covered by this Agreement that they will receive the maximum amount of actual vacation days to which they are entitled. Days that are normally scheduled off that fall during the vacation period shall not be computed as part of the vacation days.

E. Fire personnel working in administrative positions shall be entitled to the number of vacation days based upon their rank and date of hire and multiplied by ten (10) hours per day.

**ARTICLE 18****ACTING OUT OF TITLE**

A. 1. Class A: Any out-of-title position due to retirement, extended illness, injury, death or military call-back of a minimum of ninety (90) calendar days, will be paid on a per diem rate of the out-of-title position and all Class A or provisional officers will receive all benefits of the out-of-title position. Once an officer is assigned out of title, and performs in that capacity for eight days, the officer shall be compensated at the higher rate of pay.

2. Regulations for Class A: In the event an employee is assigned to act out-of-title, he/she shall be selected from an existing promotional list of eligible employees. If no existing list is current, such employee shall be selected from the rank next preceding the vacated position. Assignment in Class A out-of-title shall be rotated on a cycle of ninety (90) working days, distributing such assignments equitably among the senior qualified personnel on the following basis:



(a) A roster of those eligible for higher rank assignments shall be maintained. A daily log shall be kept and shall be the responsibility of the personnel officer or his/her designate, indicating assignments to higher ranked positions. Each calendar quarter, it will be made available to the parties to this Agreement to ascertain whether there has been an equitable distribution of assignments. Adjustments shall be made in the next calendar quarter by making more assignments to those who served or had the opportunity to serve the least number of days for the preceding quarter.

(b) Firefighters offered assignments out-of-title may refuse them, but such refusal will be charged as time spent in a higher rank for purposes of determining equitable distribution of assignments.

(c) If there is an existing Civil Service list the higher rank, the number one person on the list shall be placed in the vacancy.

(d) In the event of a two-part promotional examination, in which an interim list is issued, only personnel on the interim list will be deemed "qualified" to act out-of-title in the higher position.

(e) In the event of refusal of assignment, the most junior eligible person must perform the higher ranked

assigned. All refusals shall be reported to and recorded by the Chief of his/her designate.

(f) The Fire Chief and the Mayor shall take steps to maintain promotional opportunities by obtaining, for Fire Department personnel periodic Civil Service Commission qualifying examinations for higher ranks and by declaring job vacancies as they occur.

B. 1. Class B: This position is any temporary out-of-title position caused by vacation, sickness, injury, military leave, funeral leave or emergency leave. Any person covered by this Agreement who is requested to accept the responsibilities and carry out the duties of position or rank above that which he/she normally holds, shall be paid at the rate for the position or rank while so acting.

2. Regulations for Class B:

(a) Any person who is assigned to the higher position will be paid for the days he/she worked in the higher position, excluding days off.

(b) The person assigned will be paid the difference in the hourly rate of the out-of-title position.

(c) Acting Captain will be performed by journeymen firefighters in the same company, if possible.

(d) Acting Battalion Chief will be performed by Captains on the same platoon.

(e) Acting Deputy Chief will be performed by Battalion Chiefs on the same platoon.

(f) In the event of a promotional list, only personnel on the list will act out-of-title in the higher position. In the event there is no individual on the list permanently assigned to a Company, pursuant to Civil Service Commission Regulations, personnel on the list will be reassigned to perform the acting out-of-title work. If there is no promotional list, then the acting out-of-title position will be performed by a journeyman assigned by seniority. At the company level, the acting out-of-title position will be rotated on a four (4) day working basis. In the event of a two-part promotional examination, in which an interim list is issued, only personnel on the interim list will be deemed "qualified" to act out-of-title in the higher position.

(g) All acting out-of-title assignments for Captain, Battalion Chief and Deputy Chief will be distributed on an "equitable basis." "Equitable basis" shall be interpreted to mean the number of days worked as opposed to the number of assignment in higher position.

C. The reason for the differential is that the responsibility assumed by the individual acting in the higher title is not adequately compensated. The reason for this is that they are being paid only for the days that they work and not per diem. An individual working in permanent rank on a per diem basis is receiving 1/365 days salary, because he/she is paid for his/her days off and vacation days. The individual acting out-of-title does not have the advantage of the per diem rate.

**ARTICLE 19**

**HOLIDAYS**

For purposes of this Agreement, Good Friday, Easter Sunday, Memorial Day, July Fourth, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, Election Day, Christmas Day, New Year's Day, Washington's Birthday, Lincoln's Birthday and Dr. Martin Luther King's Birthday shall be acknowledged as holidays for any purpose which is expressly stated within this Agreement.

ARTICLE 20

PAY SCALE

A. 1. A firefighter who fails an apprenticeship test, either the first, second or third year apprenticeship tests, shall remain at the step that they were at until they pass the test.

2. A Committee shall be developed by the parties creating an Apprenticeship Test Committee consisting of representation selected by the Local and the City/Chief.

B. 1. If a First, Second or Third Year Apprentice passes the apprenticeship test the first time taken and the test is taken before his/her anniversary date, the salary rate change shall be effective on the employee's anniversary date.

2. If the First, Second or Third Year Apprentice passes the apprenticeship test the first time taken and the test is taken after his/her anniversary date, the salary rate change shall be effective retroactive to the employee's anniversary date.

3. If the First, Second or Third Year Apprentice fails the test and he/she retakes the examination and passes it, the salary rate change will not

become effective until the employee's next anniversary date.

4. Firefighters on military leave shall be entitled to take the apprenticeship examination upon their return to work, at the request of the firefighter shall receive the higher salary rate retroactive to the date of his/her return to work.

C. Firefighters who are entitled to step increases will move down one (1) step on the guide on the anniversary date of their employment (i.e. move to the next highest level of pay).

D. 1. **Effective January 1, 2015**, the salary for all bargaining unit members hired prior to January 1, 2012, inclusive of holiday pay, shall be as follows:

<u>Title</u>	<u>Salary</u>
Apprentice I	\$ 57,309
Apprentice II	\$ 59,569
Apprentice III	\$ 61,834
Journeyman I	\$ 68,432
Journeyman II	\$ 75,029
Journeyman III	\$ 81,627
Sr. Journeyman	\$ 92,689
Fire Captain	\$105,594
Fire Inspector	\$105,594

Maintenance Repairs	\$105,594
Custodian	\$105,594
Air Mask Technician	\$105,594
Battalion Chief	\$120,445
Asst. Chief Fire Inspector	\$120,445
Deputy Chief	\$137,690
Chief Fire Prevention	\$137,690

2. Effective July 1, 2016, and for the duration of the contract, the salary for all bargaining unit members hired prior to January 1, 2012, inclusive of holiday pay, shall be as follows:

<u>Title</u>	<u>Salary</u>
Apprentice I	\$ 57,309
Apprentice II	\$ 59,569
Apprentice III	\$ 61,834
Journeyman I	\$ 68,432
Journeyman II	\$ 75,029
Journeyman III	\$ 81,627
Sr. Journeyman	\$ 93,689
Fire Captain	\$106,594
Fire Inspector	\$106,594
Maintenance Repairs	\$106,594
Custodian	\$106,594
Air Mask Technician	\$106,594



Battalion Chief	\$121,445
Asst. Chief Fire Inspector	\$121,445
Deputy Chief	\$138,690
Chief Fire Prevention	\$138,690

3. Effective January 1, 2015, the salaries for all bargaining unit members hired on or after January 1, 2012, inclusive of holiday pay, shall be as follows:

<u>Title</u>	<u>Salary</u>
Apprentice I	\$ 45,000
Apprentice II	\$ 48,000
Apprentice III	\$ 51,000
Apprentice IV	\$ 54,000
Apprentice V	\$ 57,000
Journeyman I	\$ 60,000
Journeyman II	\$ 63,000
Journeyman III	\$ 66,000
Journeyman IV	\$ 69,000
Journeyman V	\$ 72,000
Sr. Journeyman	\$ 80,000
Fire Captain	\$ 95,000
Fire Inspector	\$ 95,000
Maintenance Repairs	\$ 95,000
Custodian	\$ 95,000
Air Mask Technician	\$ 95,000

Battalion Chief	\$110,000
Asst. Chief Fire Inspector	\$110,000
Deputy Chief	\$125,000
Chief Fire Prevention	\$125,000

4. Effective July 1, 2016, the salaries for all bargaining unit members hired on or after January 1, 2012, inclusive of holiday pay, shall be as follows:

<u>Title</u>	<u>Salary</u>
Apprentice I	\$ 45,000
Apprentice II	\$ 48,000
Apprentice III	\$ 51,000
Apprentice IV	\$ 54,000
Apprentice V	\$ 57,000
Journeyman I	\$ 60,000
Journeyman II	\$ 63,000
Journeyman III	\$ 66,000
Journeyman IV	\$ 69,000
Journeyman V	\$ 72,000
Sr. Journeyman	\$ 81,000
Fire Captain	\$ 96,000
Fire Inspector	\$ 96,000
Maintenance Repairs	\$ 96,000
Custodian	\$ 96,000
Air Mask Technician	\$ 96,000

Battalion Chief	\$111,000
Asst. Chief Fire Inspector	\$111,000
Deputy Chief	\$126,000
Chief Fire Prevention	\$126,000

5. Increment payments will be made to eligible employees on their anniversary date for the duration of the contract.

6. The two-tiered salary guides as set forth above will continue for 2015.

7. On July 1, 2016, unit employees in the Senior Journeyman title and above will receive a one-time salary increase of \$1,000, as set forth in Article 20 Sections (D) (2) and (D) (4) above.

8. All pay increases as outlined herein will be paid retroactively.

9. All current employees hired prior to January 1, 2012 will continue to receive the previous pay rates set forth in Article 20(D) (1) and (D) (2). Furthermore, those employees hired prior to January, 2012, but promoted after January 1, 2012, will receive pay in accordance with the previous pay rates set forth in Article 20(D) (1) and (D) (2) above.

**ARTICLE 21**

**CONTINUATION OF BENEFITS NOT COVERED IN THIS AGREEMENT**

All provisions of the January 1, 2012 through December 31, 2014 collective negotiations agreement which are not modified by the Interest Arbitration Award dated June 4, 2015 are to be carried forward and included in the new contract with changes in the date where appropriate.

## ARTICLE 22

LONGEVITY

A. The payment for longevity shall commence on the employee's anniversary date of employment. Actual payments shall be made in the ensuing pay period following the anniversary date of employment.

1. For all employees hired before January 1, 2012, longevity payments will be frozen at the rates received by eligible employees as of December 31, 2014 for the duration of the contract.

<u>Years of Service</u>	<u>Payment</u>
5 years.....	2%
10 years.....	4%
15 years.....	6%
20 years.....	10%

2. For employees hired on or after January 1, 2012, the longevity benefit is eliminated.

ARTICLE 23

TRANSFERS AND ASSIGNMENTS

- A. Definitions:
1. Senior Firefighter - excess of fifteen (15) years of service
  2. Journeyman Firefighter - less than fifteen (15), but more than three (3) years of service
  3. Apprentice Firefighter - one (1), two (2) or three (3) years of service.
- B. Apprentice firefighters shall be rotated to meet the requirements of the Fire Department's training program.
- C. Transfers will not be utilized to punish or discriminate against any personnel.
- D. Captains with less than one (1) year in grade shall be subject to training assignments which shall occur within a reasonable period after placement into rank of Captain.
- E. Personnel may transfer by mutual agreement with personnel of equal rank and seniority with approval of the Platoon Commander and the Fire Chief.
- F. All personnel may request a transfer by opening his/her assignment to bids by other personnel of equal rank and seniority, with the approval of the Platoon Commander

and the Fire Chief. The individual's new assignment would be determined by the vacancy created by the successful bidder to his/her position.

G. Mutual transfer and initiated transfers shall be limited to one (1) per year.

H. Posting Procedure and Selection Criteria:

1. The City shall immediately post notices on the bulletin boards in all fire stations and via electronic mail to all bargaining unit members setting forth the classification, job duties and requirements, hours and days of work, starting time and wage rate of the job to be filled permanently. Employees desiring to apply for the job shall make application to the Chief of the Department, setting forth their qualifications, seniority, etc. Copies of these applications and of the notices are to be filed with the Secretary of the Union. Notices shall remain posted for ten (10) days. Employees who do not make application within the period of the posting shall have no right to consideration for the job, with the exception that employees are not at work during the entire posting period and who have sufficient qualifications and seniority shall be considered as filing an application for the job.

2. In filling vacancies by promotion or transfer, where ability and other qualifications are equal,

seniority within the Fire Department shall control. The term "ability and other qualification" used herein shall include observing the rules and regulations of the Fire Department.

3. Employees who are placed into vacancy or new positions by process of their submitting a bid under the provisions of Section J. above, shall not be entitled to or assured of vacation preference previously submitted and/or authorized, although the Chief of the Department shall attempt to accommodate the employees' vacation preference if, and whenever, possible.

4. The Fire Chief may deny placement of an applicant possessing ability and other qualifications to the vacant or new position, should the Chief of the Department determine, that such individual is needed more in the position already assigned.



**ARTICLE 24****HEALTH AND SAFETY**

A. The general safety and health for members of the Atlantic City Fire Department is the responsibility of the Chief of the Department. The Joint Labor/Management Safety and Health Advisory Committee shall have the responsibility for making recommendations on safety and health matters impacting members of the Atlantic City Fire Department. The Committee shall meet at the call of the Chairman, or upon majority vote of its members, but at least quarterly.

B. The Committee shall be comprised of the Fire Chief acting as Ex Officio Chairman, a designee of the Chief of the Department; the President of the Union; a designee selected by the President of the Union and the City's Risk Manager.

C. Committee action shall be taken upon the majority vote of the members with the Chairman casting the deciding vote in the event of a tie.

D. Unresolved safety and health issues after recommendations by the Committee shall be subject to the grievance procedure.

E. Both parties agree that the Union and/or Union Safety Committee can make nonbinding recommendations to the

Chief of the Fire Department to set safety manning standards for (fire) engines and trucks.

**ARTICLE 25****EDUCATION**

A. The City and the Union agree that the amounts and quality of an employee's education often determine the value of his/her contribution to his/her department and his/her community, and the degree of proficiency with which he/she performs his/her duties.

B. To provide an incentive and encourage members of the Department to achieve the advantage of advanced education, the City shall conform to the rules and regulations of the New Jersey Civil Service Commission concerning this provision.

1. Effective immediately, the current value of all employees' educational incentive pay shall be frozen for the duration of this contract. Those employees who currently have such benefit in the form of a percentage pay will be frozen at their current dollar amount for this benefit. The percentage of base pay that an employee earns for his or her current degree will not increase, even if base pay increases or additional degrees are earned. Additionally, employees who have educational incentive pay in dollar amounts will also have their educational incentive pay frozen at the current dollar amount even if additional degrees are earned.

C. 1. Fire Science or related training and educational achievements are considered an important factor in the professional development of the firefighter. Achievements in these areas shall be acknowledged with special salary increments, which shall apply to employees hired before January 1, 2012 based upon the following scale:

(a) Upon the completion of fifteen (15) credit hours, of which three (3) credits must be in professionalism courses, and/or job related training, the firefighter shall receive a two percent (2%) increment of his/her base salary.

(b) Upon the completion of thirty (30) credit hours, of which six (6) credits must be in professionalism courses, and/or job related training, the firefighter will receive a three percent (3%) increment in his/her base salary.

(c) Upon completion of forty-five (45) credit hours, of which nine (9) credits must be in professionalism courses, and/or job related training, the firefighter shall receive a four percent (4%) increment of his/her based salary.

(d) Upon completion of an Associate's Degree or sixty four (64) credit hours, of which twelve (12) credits

must be in professionalism courses, and/or job related training, the firefighter shall receive a six percent (6%) increment of his/her base salary.

(e) Upon completion of seventy-nine (79) credit hours, of which (15) credits must be in professionalism courses, and/or job related training, the firefighter shall receive a seven percent (7%) increment of his/her base salary.

(f) Upon completion of one hundred (100) credit hours, of which eighteen (18) credits must be in professionalism courses, and/or job related training, the firefighter shall receive an eight percent (8%) increment of his/her base salary.

(g) Upon completion of a Bachelor's Degree or one hundred twenty eight (128) credit hours, of which twenty-four (24) credits must be in professionalism courses, and/or job related training, the firefighter shall receive a nine (9%) increment of his/her base salary.

(h) Upon completion of a Master's Degree or one hundred seventy-five (175) credit hours, of which twenty-four (24) credits must be in professionalism courses, and/or job related training, the firefighter shall receive a ten percent (10%) increment of his/her base salary.

2. Those employees hired prior to January 1, 2012, but not receiving an educational incentive prior to January 1, 2012, will remain eligible to receive the educational incentive under the schedule set forth above in Article 25(C)(1).

3. All employees hired after January 1, 2012 that receive Fire Science or related training and educational achievements as set forth believe shall be acknowledged with special salary increments, based upon the following "new" schedule scale:

(a) Upon the completion of an Associate's Degree or sixty-four (64) credits, of which fifteen (15) credits must be in professionalism (job related) courses and/or job related training, the employee shall receive a \$2,500.00 additional increment on his/her base salary.

(b) Upon the completion of a Bachelor's Degree or one hundred and twenty-eight (128) credits, of which thirty (30) credits must be in professionalism (job related) courses and/or job related training, the employee shall receive a \$1,000.00 additional increment on his/her base salary.

(c) Upon the completion of a Master's Degree or one hundred and seventy-five (175) credits, of which thirty-six (36) credits must be in professionalism (job related)

courses and/or job related training, the employee shall receive a \$1,000.00 additional increment on his/her base salary.

4. All non-fire related courses mandated by an institution as a requisite for a Fire Science degree shall be eligible for educational increments. Adjudication of these payments shall be subject to the approval of the Education Committee.

5. Other specialized training, such as seminars or special courses, can be used with college credits as a basis for increment. The general guidelines are that the total hours spent in the approved special programs will provide credit equal to hours spent in the classroom at the following rate: three (3) college credits=forty (40) hours related training.

6. Professionalism courses and/or job related training shall be interpreted to mean the following: All Fire Science courses taught at an accredited Fire Science institution, and fire related courses.

7. Job related training shall be given for the following:

- (a) One (1) Math course
- (b) One (1) Science course
- (c) One (1) Construction course

(d) One (1) Management course

(e) One (1) water course related to fire services

D. Applications for training or educational incentives shall be made to the designated personnel officer, and review and final approval shall be with the consent of the Education Committee in February and July of the calendar year. Percentage increments become effective February 1<sup>st</sup> and July 1<sup>st</sup> of the year the submissions are filed, regardless of the date/s of approval.



## ARTICLE 26

PERSONNEL COMMITTEE

A. For the purpose of this Agreement, a Personnel Committee shall be created, consisting of the Mayor or his/her designate, who shall act as Chairman; the Chief of the Department of his/her designate; the President of Local 198 or his/her designate; and, one superior officer assigned by the Union or his/her designate. The Personnel Officer or his/her designate shall be an ex-officio non-voting member of the Committee.

B. The Personnel Committee, in addition to other duties provided within the Agreement shall determine:

1. The amount of sick leave for each firefighter accumulated up to and including the present Contract.

2. Whether or not an employee is eligible for an incentive pay increase as a result of any special training and/or college credits.

3. Whether or not a particular employee is suited for special training available to the members of the Atlantic City Fire Department.

ARTICLE 27

TEMPORARY ASSIGNMENT

A temporary assignment shall be defined in accordance with the Civil Service Commission rules and regulations.

**ARTICLE 28****EXCHANGING TIME**

A firefighter has the option to exchange time of shifts with a fellow firefighter no more than two hundred sixteen (216) hours in any single calendar year, taken in four (4) hour minimums, with prior approval of his/her superior officers. Additional hours may be approved at the City's discretion. Under no circumstances shall the use of this option create any additional cost, through overtime or otherwise, to the City.

ARTICLE 29

NEW EMPLOYEES

All new employees hired by the Atlantic City Fire Department, City of Atlantic City, shall be on an existing Civil Service Commission Employment List.

ARTICLE 30

SUSPENSIONS AND FINES

A. All suspensions and fines assigned to Atlantic City Firefighters shall be dispensed in accordance with the rules and regulations of the Civil Service Commission.

B. In any case where a member is relieved from duty and suspended by a superior officer, that member shall be so informed and be furnished with a copy of charges to be filed against him/her no longer than twenty-four (24) hours after the Fire Chief or his or her designee has knowledge that the incident has occurred, outside of Saturdays, Sundays and legal holidays. The member shall have the right to be represented in the form of counsel at his/her own expense or by a designated representative of the Union. The above limits can be extended by mutual consent.

C. All members must be granted a hearing before the Fire Chief or his/her designee on any charge that costs the member in suspension or fine.

D. A suspension or fine shall be calculated at a rate equal to a per diem of the member's base wage.

**ARTICLE 31****HEALTH BENEFITS**

A. The City agrees to continue to provide health benefits under the New Jersey State Health Benefits Plan at the City's expense less premium contributions by employees in accordance with Chapter 78, P.L. 2011. The City agrees that the health benefits provider may only be changed if the benefits remain equal to or better than the existing coverage and the City provides ninety (90) days advance notice to the Union. Effective January 1, 2016, the co-payment for generic drugs shall be increased to \$15.00 per prescription and the co-payment for non-generic drugs shall be increased to \$35.00 per prescription.

1. Dependent children to age twenty-six (26), not married.
2. The health insurance coverage shall provide for a mandatory second opinion.
3. All members of the bargaining Unit who retire on or after January 1, 1987 will receive a maximum of \$35.00 for month for dental and eyeglass costs. The retiree will only be permitted to apply this benefit to the actual costs incurred for any dental and eyeglass expenses.
4. All members of the bargaining unit who retire on or after January 1, 1991 and before December 31, 1999, will

receive \$1,000.00 annually to apply to actual costs incurred by the retiree for any dental and eyeglass expenses. Retirees having chosen the \$1,500.00 per annum for seven (7) years have no other option.

11. All firefighters who qualify for insurance under this Article who have gone off coverage as set forth above and do not return to coverage shall be eligible for \$35.00 per month.

12. Any member who retires will receive a maximum of \$35.00 per month for dental and eyeglass costs. The retiree will only be permitted to apply this benefit to the actual costs incurred for any dental and eyeglass expenses. Those covered employees who retired on or after January 1, 1991 shall be subject to the condition that, should they qualify for substantially equivalent coverage through another job or a spouse, they shall not be eligible while such coverage is available.

13. Unit employees shall be provided retiree benefits to correspond with Ordinance No. 85 that was adopted by the Council of the City of Atlantic City on August 11, 2004 and approved by the Mayor on August 13, 2004 with the modification that those eligible for this benefit shall be firefighters who retired after January 1, 2003.

B. Dental - Basic Benefits

1. One hundred percent (100%) basic services.
2. One hundred percent (100%) periodontic services.
3. Seventy-five percent (75%) prosthodontia services.
4. Effective as soon as practicable, active employees shall pay a \$50.00 annual deductible for covered services.

C. Retiree Health Services

Bargaining unit members shall receive retiree health benefits to correspond with Ordinance No. 85 that was adopted by the Council of the City of Atlantic City on August 11, 2004 and was approved by the Mayor on August 13, 2004 with the following modification: Those eligible for this benefit shall be firefighters who retired after January 1, 2003. Implementation and payment of the program by the City for eligible firefighters shall commence on January 1, 2007.

For employees hired after July 1, 2015, retirees shall receive medical health coverage upon completion of twenty-five (25) years of service with the City, and such service shall be in good standing with the Police and Fire Retirement System.



ARTICLE 32

PHYSICAL FITNESS EQUIPMENT

The City will make physical fitness equipment available to the firefighters, with equipment being located in one or more firehouses and with all unit members having reasonable access to the equipment.

**ARTICLE 33****FIREHOUSE EQUIPMENT**

All firehouses will be equipped with a commercial quality stove; a commercial quality refrigerator; a commercial quality sink; furniture for the stations; and first aid kits. The City shall not only purchase, but also install (or, in the alternative, arrange for installation of) all the above items. The specifications are to be mutually agreed upon by the Chief of the Fire Department and the Local 198 Health and Safety Committee.

**ARTICLE 34**

**GRANT COMMITTEE**

In light of the financial situation in the City, a Grant Committee shall be established to consider all grant opportunities. The Grant Committee shall consist of the Mayor or his/her designee, the Union President or his/her designee, and the Fire Chief or his/her designee. Any grant approved by the Grant Committee shall be submitted to City Council.

**ARTICLE 35****DURATION OF CONTRACT**

This Agreement shall be effective as of the first day of January 2015 and shall remain in full force and effect through December 31, 2017. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, one hundred twenty (120) calendar days prior to the termination date, that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

ATTEST:

CITY OF ATLANTIC CITY

\_\_\_\_\_  
Rhonda Williams,  
City Clerk

\_\_\_\_\_  
Donald A. Guardian, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Jason Holt,  
Business Administrator

ATTEST:

I.A.F.F. Local 198

\_\_\_\_\_  
Secretary/State Delegate

\_\_\_\_\_  
William DiLorenzo,  
President, IAFF Local 198

Date: \_\_\_\_\_

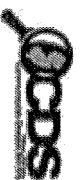
Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Mark Belland, Esq.  
O'Brien, Belland &  
Bushinsky, LLC

# EXHIBIT B





## NJ Residents who Tested Negative for COVID-19: Instructions & Next Steps

Question	Instructions
<p>I had symptoms and tested negative for COVID-19.</p>	<p>If you tested negative for COVID-19 but are currently experiencing symptoms, the recommendation is to stay home and practice social distancing until 24 hours after your fever has ended without the use of fever-reducing medications and other symptoms improve. After this time, you may resume regular activities. It is recommended that everyone wears a cloth or disposable mask when in public spaces. This protects you from anyone who may not feel sick (but might be asymptomatic) and able to spread the virus to others. Wash hands and clean and disinfect high-touch surfaces often.</p>
<p>I have no symptoms and tested negative for COVID-19 but I've with someone who is COVID-19 positive.</p>	<p>Even though you tested negative and have no symptoms, living with a person with COVID-19 means that you may be exposed to the virus. For this reason, it is recommended that you monitor yourself for symptoms. The person who lives with you has a self-isolation of 10 days from the time symptoms began AND 24 hours (or 1 full day) being fever-free without fever-reducing medicine. You are recommended to self-quarantine for 14 days AFTER their self-isolation ends. This is because it may take 2-14 days for symptoms to develop.</p>
<p>I have no symptoms and tested negative for COVID-19 but was told I am a close contact of a person who is COVID-19 positive. Now what?</p>	<p>If you were identified as being a close contact of a COVID-19 person, it is recommended that you self-quarantine for 14 days from the last date of exposure with the person, even if you tested negative. This is because it may take 2-14 days for symptoms to develop. While you are self-quarantining, monitor yourself for symptoms. Close contacts are individuals who were within 6 feet of a lab-confirmed COVID-19 case for a prolonged period (about 10 minutes or more) or had direct contact with the infectious secretions of a COVID-19 case (e.g., were coughed on). Walking past a lab-confirmed COVID-19 case or just being in the same building does NOT qualify as being a close contact.</p>
<p>What if I tested negative but still feel sick?</p>	<p>If you test negative for COVID-19 but still have symptoms, it is likely you may have another respiratory virus. You should continue to self-isolate yourself from others, practice good hand hygiene and clean and disinfect surfaces in the home. If your symptoms worsen or don't get better after several days, you should call your health care provider. You should not return to work/school or go to public places until 24 hours (1 full day) after your fever has ended without the use of fever-reducing medications and other symptoms have improved.</p>
<p>What other actions should I take to protect my health?</p>	<p>As long as the virus that causes COVID-19 is spreading in your community, continue to practice social distancing, wash hands often and avoid touching your face, and clean and disinfect high-touch surfaces daily in household common areas (e.g. tables, hard-backed chairs, doorknobs, light switches, remotes, handles, desks, toilets, sinks, phones). Wear a cloth or disposable mask when in public places. This protects you from anyone who may not be sick (but may be asymptomatic) and able to spread the virus to others.</p>

For general information about COVID-19, call 1-800-962-1253 or 211. Or go to [njcovid19.nj.gov](http://njcovid19.nj.gov) or [nj.gov/health](http://nj.gov/health)



# EXHIBIT C



# Coronavirus Disease 2019 (COVID-19)

MENU &gt;



## When to Quarantine When to Quarantine

Stay home if you might have been exposed to COVID-19

Updated Sept. 10, 2020

Print

### Note:

At this time, we have limited information about reinfections with the virus that causes COVID-19. This is a new virus, and CDC is actively working to learn more. We will provide updates as they become available. Data to date show that a person who has had and recovered from COVID-19 may have low levels of virus in their bodies for up to 3 months after diagnosis. This means that if the person who has recovered from COVID-19 is retested within 3 months of initial infection, they may continue to have a positive test result, even though they are not spreading COVID-19.

There are no confirmed reports to date of a person being reinfected with COVID-19 within 3 months of initial infection. However, additional research is ongoing. Therefore, if a person who has recovered from COVID-19 has new symptoms of COVID-19, the person may need an evaluation for reinfection, especially if the person has had close contact with someone infected with COVID-19. The person should isolate and contact a healthcare provider to be evaluated for other causes of their symptoms, and possibly retested.

CDC recommends that all people, whether or not they have had COVID-19, take steps to prevent getting and spreading COVID-19. Wash hands regularly, stay at least 6 feet away from others whenever possible, and wear masks.

For more information:

- [Media statement](#)
- [Information for Healthcare Professionals](#)

**Quarantine** is used to keep someone *who might have been exposed to COVID-19* away from others. Quarantine helps prevent spread of disease that can occur before a person knows they are sick or if they are infected with the virus without feeling symptoms. People in quarantine should stay home, separate themselves from others, monitor their health, and follow directions from their state or local health department.

### Quarantine or isolation: What's the difference?

**Quarantine** keeps someone who might have been exposed to the virus away from others.

**Isolation** keeps someone who is infected with the virus away from others, even in their home.

### Who needs to quarantine?

People who have been in close contact with someone who has COVID-19—excluding



**Who needs to quarantine?**

People who have been in close contact with someone who has COVID-19—excluding people who have had COVID-19 within the past 3 months.

People who have tested positive for COVID-19 do not need to quarantine or get tested again for up to 3 months as long as they do not develop symptoms again. People who develop symptoms again within 3 months of their first bout of COVID-19 may need to be tested again if there is no other cause identified for their symptoms.

**What counts as close contact?**

- You were within 6 feet of someone who has COVID-19 for a total of 15 minutes or more
- You provided care at home to someone who is sick with COVID-19
- You had direct physical contact with the person (hugged or kissed them)
- You shared eating or drinking utensils
- They sneezed, coughed, or somehow got respiratory droplets on you

**Steps to take****Stay home and monitor your health**

- Stay home for 14 days after your last contact with a person who has COVID-19
- Watch for fever (100.4°F), cough, shortness of breath, or other symptoms of COVID-19
- If possible, stay away from others, especially people who are at higher risk for getting very sick from COVID-19

## When to start and end quarantine

You should stay home for 14 days after your last contact with a person who has COVID-19.

**For all of the following scenarios, even if you test negative for COVID-19 or feel healthy, you should stay home (quarantine) since symptoms may appear 2 to 14 days after exposure to the virus.**

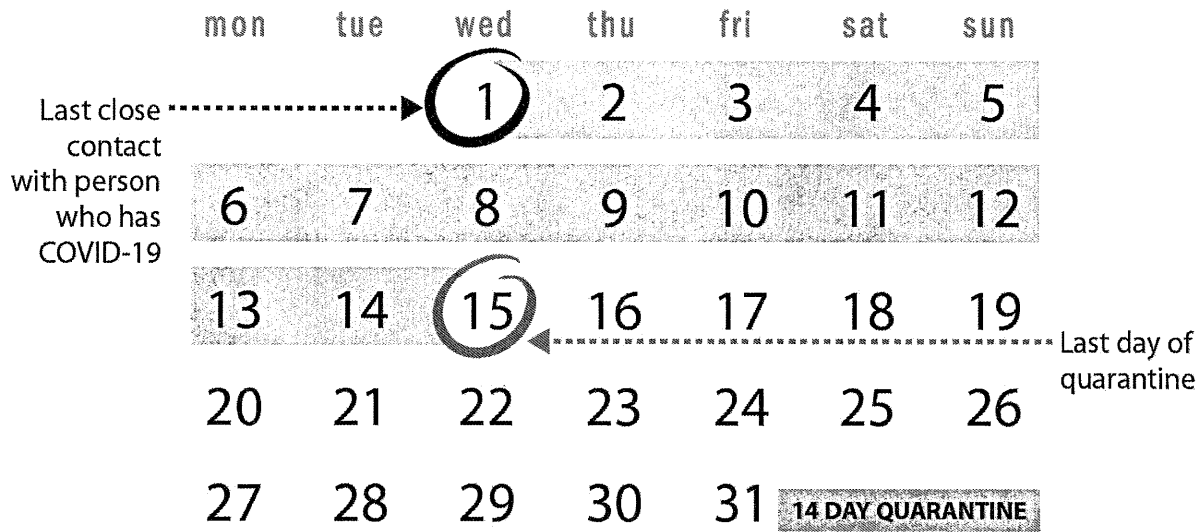
See scenarios below to determine when you can end quarantine and be around others.

### Scenario 1: Close contact with someone who has COVID-19—will not have further close contact

I had close contact with someone who has COVID-19 and will not have further contact or interactions with the person while they are sick (e.g., co-worker, neighbor, or friend).

Your last day of quarantine is 14 days from the date you had close contact.

**Date of last close contact with person who has COVID-19 + 14 days= end of quarantine**

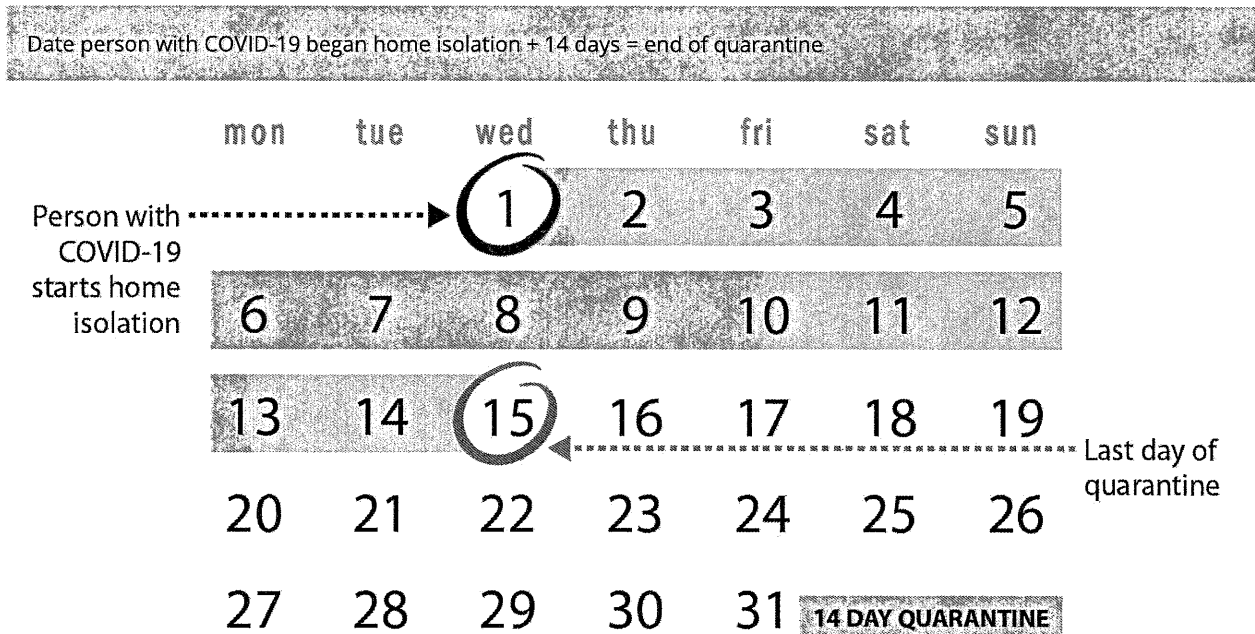


Please note if your quarantine starts at noon on day 1, then it would end at noon on the last day.

### Scenario 2: Close contact with someone who has COVID-19—live with the person but can avoid further close contact

I live with someone who has COVID-19 (e.g., roommate, partner, family member), and that person has isolated by staying in a separate bedroom. I have had no close contact with the person since they isolated.

Your last day of quarantine is 14 days from when the person with COVID-19 began home isolation.



Please note if your quarantine starts at noon on day 1, then it would end at noon on the last day.

### Scenario 3. Under quarantine and had additional close contact with someone who has COVID-19

I live with someone who has COVID-19 and started my 14-day quarantine period because we had close contact. What if I ended up having close contact with the person who is sick during my quarantine? What if another household member gets sick with COVID-19? Do I need to restart my quarantine?

Yes. You will have to restart your quarantine from the last day you had close contact with anyone in your house who has COVID-19. Any time a new household member gets sick with COVID-19 and you had close contact, you will need to restart your quarantine.

Date of additional close contact with person who has COVID-19 + 14 days = end of quarantine



*Please note if your quarantine starts at noon on day 1, then it would end at noon on the last day.*

### Scenario 4: Live with someone who has COVID-19 and cannot avoid continued close contact

I live in a household where I cannot avoid close contact with the person who has COVID-19. I am providing direct care to the person who is sick, don't have a separate bedroom to isolate the person who is sick, or live in close quarters where I am unable to keep a physical distance of 6 feet.

You should avoid contact with others outside the home while the person is sick, and quarantine for 14 days after the person who has COVID-19 meets the criteria to end home isolation.

Date the person with COVID-19 ends home isolation + 14 days = end of quarantine



*Please note if your quarantine starts at noon on day 1, then it would end at noon on the last day.*

Last Updated Sept. 10, 2020

# EXHIBIT D



[https://pressofatlanticcity.com/news/local/update-six-atlantic-city-firefighters-test-positive-for-covid-19/article\\_1efe88c8-dc74-57e1-abdd-97de2247ef21.html](https://pressofatlanticcity.com/news/local/update-six-atlantic-city-firefighters-test-positive-for-covid-19/article_1efe88c8-dc74-57e1-abdd-97de2247ef21.html)

TOP STORY

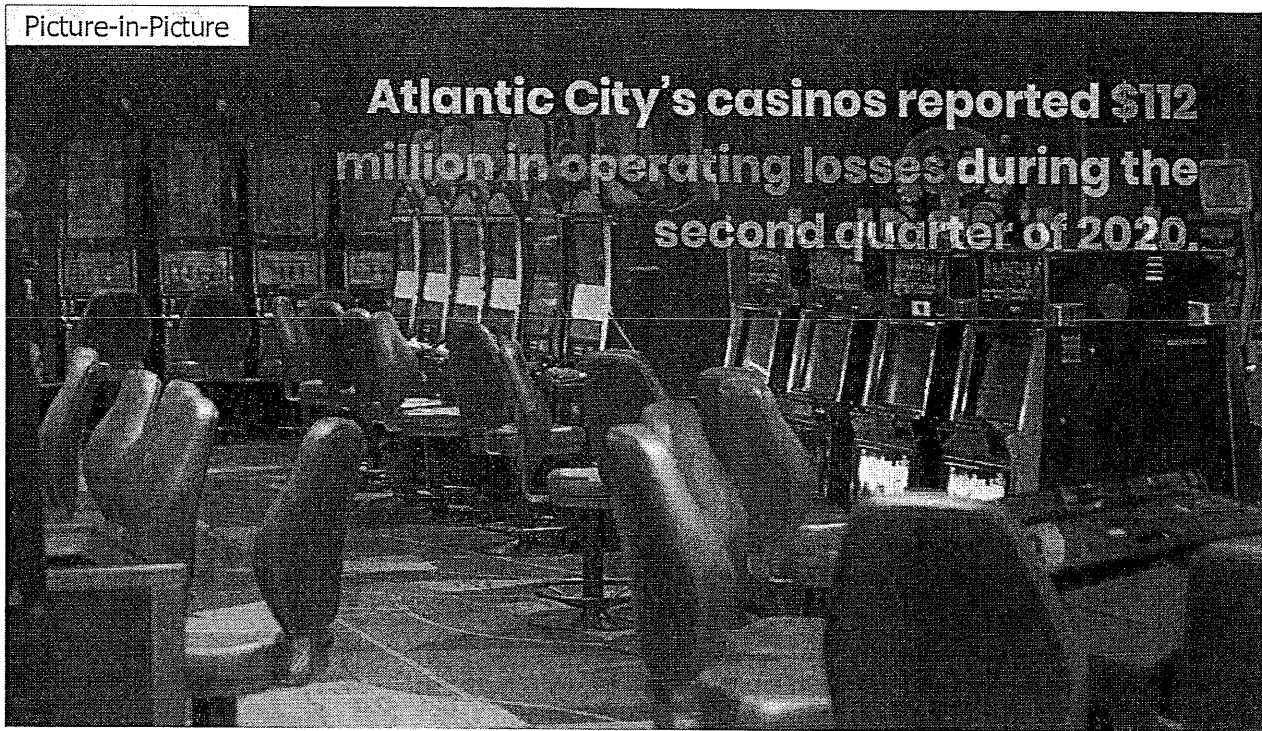
## UPDATE: Six Atlantic City firefighters test positive for COVID-19

David Danzis  
Sep 24, 2020

Only \$5 for 5 months



Press archives



ATLANTIC CITY — Six members of the Fire Department have tested positive for the new coronavirus, city officials confirmed Thursday.

Three members had been confirmed positive Wednesday. More than two dozen members who came in direct contact with the unidentified captain and two firefighters were tested for COVID-19 on Wednesday evening.

On Thursday, three more members who were tested came back positive for COVID-19.

Mayor Marty Small Sr. said the city was monitoring the situation.

“We’ve been prepared the entire time for COVID-19,” Small said Thursday morning. “We’ve been proactive and the residents of Atlantic City have not lost any service.”

Fire Chief Scott Evans and the state Department of Community of Affairs — the



agency with direct oversight of Atlantic City — did not respond to a request for comment.

Two of the ACFD members were asymptomatic when they tested positive. In the other case, the member was experiencing symptoms and sought medical attention.

At least one of the the ACFD members who tested positive had been participating in an instructor training course at the fire academy in Egg Harbor Township in preparation for an incoming drill class.

Station No. 2 firehouse was shut down Thursday.

Two Atlantic City fire companies — No. 1 and No. 2 — briefly shut down Wednesday morning as a result of the positives and concerns over spreading the virus. Both companies were reopened by the afternoon.

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*This story was updated at 3:04 p.m. to reflect three new positive cases of COVID-19 among members of the Atlantic City Fire Department.*

Contact: 609-272-7222

[ddanzis@pressofac.com](mailto:ddanzis@pressofac.com)

# Civil Case Information Statement

**Case Details: ATLANTIC | Civil Part Docket# L-003193-20**

**Case Caption:** THE INTERNATIONAL AS SOCIATION VS CITY OF ATLANT

**Case Initiation Date:** 09/25/2020

**Attorney Name:** MARK EDWARD BELLAND

**Firm Name:** O'BRIEN BELLAND & BUSHINSKY, LLC

**Address:** 509 S LENOLA RD BLDG 6

MOORESTOWN NJ 08057

**Phone:** 8567952181

**Name of Party:** PLAINTIFF : THE INTERNATIONAL ASSOCIATION

**Name of Defendant's Primary Insurance Company**  
(if known): None

**Case Type:** CONTRACT/COMMERCIAL TRANSACTION

**Document Type:** Verified Complaint

**Jury Demand:** NONE

**Is this a professional malpractice case?** NO

**Related cases pending:** NO

**If yes, list docket numbers:**

**Do you anticipate adding any parties (arising out of same transaction or occurrence)?** NO

**Are sexual abuse claims alleged by: THE INTERNATIONAL ASSOCIATION ?** NO

**THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE**

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

**Do parties have a current, past, or recurrent relationship?** NO

**If yes, is that relationship:**

**Does the statute governing this case provide for payment of fees by the losing party?** NO

**Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:**

**Do you or your client need any disability accommodations?** NO

**If yes, please identify the requested accommodation:**

**Will an interpreter be needed?** NO

**If yes, for what language:**

**Please check off each applicable category: Putative Class Action?** NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

09/25/2020  
Dated

/s/ MARK EDWARD BELLAND  
Signed

