

**SOUTH ORANGE VILLAGE**  
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## **RESOLUTION #2021-204**

**July 12, 2021**

### **RESOLUTION AUTHORIZING THE SETTLEMENT OF A FEW GRIEVANCES WITH THE SOUTH ORANGE POLICEMAN'S BENEVOLENT ASSOCIATION, LOCAL NO. 12**

WHEREAS, a dispute has arisen concerning the use of crossing guards during the South Orange 5K Run under Article 7 Section 4;

WHEREAS, another dispute has arisen concerning the 6-hour minimum compensation for overtime call-in set forth in the parties' MOA for a successor agreement covering the period of January 1, 2018 – December 31, 2023, which the MOA modified Article 7 Section 1 of the parties; and

WHEREAS, as a result of mediation, the parties wish to settle the grievance without arbitration;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Township of South Orange Village that the Village President is authorized to execute the annexed settlement agreement.

<b>Trustee Member</b>	<b>Motion</b>	<b>Second</b>	<b>Ayes</b>	<b>Nays</b>	<b>Abstain</b>	<b>Absent</b>
Brown			X			
Coallier			X			
Haskins			X			
Hartshorn Hilton						X
Jones		X	X			
Zuckerman	X		X			

### **CERTIFICATION**

I, Ojetti E. Davis, Acting Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, July 12, 2021.

A handwritten signature in blue ink, appearing to read "Ojetti E. Davis", is written over a horizontal line.

Ojetti E. Davis  
Acting Village Clerk

## SETTLEMENT AGREEMENT

This Agreement is made by and between the Township of South Orange Village ("Village") and Policemen's Benevolent Association Local No. 12 (herein "PBA") on this \_\_\_\_ day of May, 2021.

WHEREAS, the Village and the PBA are parties to a collective negotiations agreement ("CNA") with a term of January 1, 2018 to December 31, 2023; and

WHEREAS, a dispute has arisen concerning the use of crossing guards during the South Orange 5K Run under Article 7 Section 4; and

WHEREAS, the PBA has filed a grievance contesting the Village's use of crossing guards during the South Orange 5K Run; and

WHEREAS, the grievance has been advanced to arbitration bearing docket number AR-2020-110; and

WHEREAS, Arbitrator Howard C. Edelman was assigned as arbitrator of the above matter; and

WHEREAS, a hearing was scheduled for June 15, 2021; and

WHEREAS, another dispute has arisen concerning the 6-hour minimum compensation for overtime call-in set forth in the parties' MOA for a successor agreement covering the period of January 1, 2018 – December 31, 2023, which MOA modified Article 7 Section 1 of the parties' prior CNA; and

WHEREAS, the PBA has filed a grievance contesting the Village's interpretation of the 6-hour minimum for overtime call-on; and

WHEREAS, the grievance has been advanced to arbitration bearing docket number AR-2019-638; and

WHEREAS, Arbitrator Robert Light was assigned as arbitrator of the above matter; and

WHEREAS, an arbitration hearing has not yet been scheduled in AR-2019-638; and

WHEREAS, the parties met and have mutually agreed to resolve the two arbitration matters referenced above in lieu of holding arbitration hearings;

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings herein set forth the parties agree, effective on ratification of this Settlement Agreement, as follows:

1. As to the grievance arbitration regarding the use of crossing guards to staff the 5K run pending under PERC Docket No. AR-2020-110, the parties agree that the closure of major roads during the South Orange 5K Run will require the presence of police officers and not crossing guards. Major roads, as used herein, is defined as: Irvington Ave; Scotland Rd.; South Orange Ave; Valley St; Wyoming Ave; Center St.; Montrose Ave. west of Scotland Rd; Third; Prospect Ave; and Walton Rd.

2. As to the grievance arbitration regarding the 6-hour minimum for officer overtime pending under PERC Docket No. AR-2019-638, the parties agree that any officer called-in for or ordered in for overtime will receive a minimum of 6 hours of overtime or whatever time they work, whichever is greater. The 6-hour minimum set forth herein shall not apply to overtime assignments that are of fixed duration of less than 6 hours, i.e. court security detail, or other special details that are of fixed duration assigned from a sign-up sheet, i.e. side jobs. This shall take effect immediately upon the full ratification of this Agreement by both parties.

3. In consideration of this agreement, the PBA agrees to withdraw with prejudice grievance arbitration challenging P.L. 2011, Ch. 78 contributions pending under PERC Docket No. AR-2020-108 and before Arbitrator Thomas Hartigan; and to withdraw with prejudice the

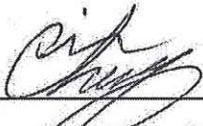
grievance arbitration challenging the posting of the overtime lists pending under PERC Docket No. AR-2020-043 and before Arbitrator Joyce Klein.

4. This Agreement is subject to ratification by the PBA and approval by the Village Board of Trustees.

5. Any arbitrator costs associated with the above arbitrations and cancellation of same shall be shared equally between the Village and the PBA.

6. Each party shall be responsible for their own attorney's fees, if any, associated with the above-referenced arbitrations.

**FOR PBA LOCAL 12**

  
\_\_\_\_\_  
**Christopher Chery, President**

**Date:**

**FOR THE VILLAGE**

\_\_\_\_\_  
**Adam Loehner, Village Administrator**

**Date:**