

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of

Commanding Officers Association of the City of Long  
Beach, Inc.,

Charging Party,

Case No. U-37839

-against-

City of Long Beach,

Respondent.

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**STIPULATION OF SETTLEMENT**

Charging Party Commanding Officers Association of the City of Long Beach, Inc. (COA) and Respondent City of Long Beach (City) enter into this Stipulation of Settlement to resolve COA's above-captioned Improper Practice Charge (IP charge).

WHEREAS, on or about March 2, 2021, the COA filed this IP charge alleging that the City improperly transferred work exclusively performed by COA members in violation of New York State Civil Service Law § 209-a.1(d);

WHEREAS, in a letter dated March 25, 2021, PERB assigned Administrative Law Judge (ALJ) Kafui Aku Bediako to the IP charge, ordered a conference to be conducted before her, and ordered the City to answer the IP charge;

WHEREAS, on or about April 14, 2021, the City answered the IP charge by denying its essential allegations;

WHEREAS, at the parties' request, ALJ Bediako placed the IP charge on PERB's hold calendar because the parties desired to resolve the matter through negotiations over a new collective bargaining agreement (CBA);

WHEREAS, the parties have completed their negotiations over a new CBA; and

WHEREAS, the parties wish to resolve the IP charge without further need of hearing by memorializing their agreement.

NOW, THEREFORE, in consideration of the terms set forth below, the parties agree as follows:

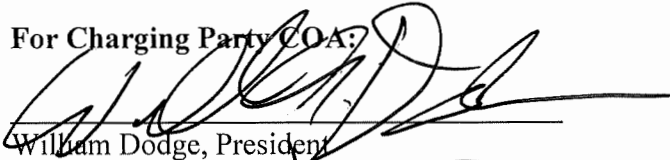
1. The provisions of this Stipulation are subject to ratification by the COA membership.
2. The signatories below agree to recommend this Stipulation for ratification.
3. The COA agrees to withdraw its IP charge within five days of complete ratification of the new CBA by the parties.
4. The execution of this Stipulation shall not constitute the admission of a violation of any agreement between the parties, or of any federal, State, or local laws, statutes, rules or regulations by any party.
5. Nothing in this Stipulation waives the parties' rights regarding mandatory, permissive, or prohibited subjects of bargaining not covered herein.
6. The language of all parts of this Stipulation shall be construed as a whole, according to its fair meaning, and not strictly for or against any party, regardless of who drafted the language. The terms and language of this Stipulation are the result of negotiations between the parties to it and there shall be no presumption that any ambiguities in this Stipulation should be resolved against any of the parties. Any controversy concerning the construction of this Stipulation shall be decided neutrally, without regard to authorship
7. This Stipulation states the full agreement between the parties and supersedes all prior negotiations and agreements. It may not be altered except by writing signed by the parties.

8. This Stipulation may be executed in one or more counterparts.

Dated:

4/8/2022

For Charging Party COA:

  
\_\_\_\_\_  
William Dodge, President

Dated:

4/8/2022

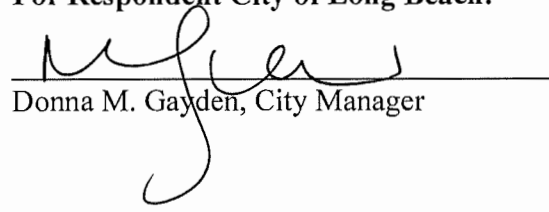
For Respondent City of Long Beach:

  
\_\_\_\_\_  
Ronald J. Walsh, Police Commissioner

Dated:

4/8/2022

For Respondent City of Long Beach:

  
\_\_\_\_\_  
Donna M. Gayden, City Manager