

3/17/22  
Draft: 2-22-22, 11:30 am

**MEMORANDUM OF AGREEMENT REACHED BETWEEN**  
**PBA LOCAL 122 SHERIFF SERGEANTS**  
**and**  
**SHERIFF OF GLOUCESTER COUNTY**  
**and**  
**GLOUCESTER COUNTY BOARD OF COMMISSIONERS**

WHEREAS, the PBA Local 122 Gloucester County Sheriff Sergeants are parties to an agreement, that also applies to Sheriff Officers, with the County of Gloucester and the Gloucester County Sheriff's Office ("County") with a duration period of January 1, 2014 through December 31, 2018; and

WHEREAS, on or about November 18, 2019, the PBA Local 122 Sheriff Sergeants ("Union", "PBA") became a separate bargaining unit consisting of only employees holding the rank and title of Sheriff Sergeant; and

WHEREAS, PBA Local 122 Sheriff Sergeants and the Sheriff of Gloucester County and Gloucester County Board of Commissioners (sometimes herein collectively referred to as "the Parties"), have agreed to resolve all outstanding issues for a successor collective negotiations agreement to the current agreement which runs from January 1, 2014 through December 31, 2018. Unless otherwise changed herein, the current contract that included both Officers and Sergeants in the Sheriff's Office shall remain in full force and effect.

NOW THEREFORE, the Parties agree the 2014 – 2018 contract shall be modified consistent with the following:

1. **Duration.** The contract shall be a six year agreement running from January 1, 2019 through December 31, 2024. All dates throughout the contract shall be changed accordingly.
2. **Bargaining Unit and Representative.** The contract shall be amended throughout, including Article II on page 2, to reflect that it applies solely to Sheriff Officer Sergeants as a bargaining unit and the exclusive bargaining unit representative of officers holding the rank and title of Sheriff Officer Sergeant is PBA Local 122. The agreement shall be amended to indicate references to "officer", "employee" and/or "member" shall mean Sheriff Sergeants in the bargaining unit.
3. **Article III, page 3, Grievance Procedure** – Inclusion of Minor Discipline as part of the Grievance and Arbitration Procedure, consistent with the language in the Corrections contract and Section B of the Definitions Section to read as follows:

"3. **Minor Discipline**" is a reprimand or a suspension of five (5) or less days. Any appeals of minor discipline shall be subject to the below grievance procedure."

3a. **Article IV, page 6, Section A, Workday** – Subsection (c) shall be changed such that the shifts set forth in Appendix B of the contract shall include a 6:00 a.m. to 2:00 p.m. shift, with the option to change it to 5:00 a.m. to 1:00 p.m. no more than 20 times per year. **Appendix C** of the contract shall be changed to permit 12 hour shifts of 6:00 to 6:00, 7:00 to 7:00 or 8:00 to 8:00, day and night, based upon the needs of the Department as determined by the Sheriff. Any change in shift hours shall apply to all officers who are assigned to that shift.

3b. **Article IV, page 7, Section B(4)** – Shall be amended such that for overtime purposes, sick leave shall not be considered as time worked and it shall read as follows:

“For overtime purposes, time worked includes vacation leave, bereavement leave, administrative leave, lodge leave and holidays. Time worked for overtime purposes shall not include sick leave”

3c. **Article IV, page 8 Section D** – Shall be deleted to read as follows:

“Employees required to be on standby shall receive one hour’s pay for every eight (8) hours on stand-by, inclusive of all telephone calls and electronic communications received during that 8 hour period. Employees shall only be eligible to receive a minimum of two hours compensation at the overtime rate if employees must leave their residence and are called back to work at a time other than the employee’s assigned work tour, and if such call back time is not contiguous with the start of an employee’s work tour.”

4a. **Article V, Wages, page 9, Section A, Salaries** – Section A on page 9 and the **Salary Schedule A** shall be deleted their entirety and shall now read as follows, respectively:

**Salary/Wages. Delete Paragraph A, Article V, page 9 of the current agreement and replace it as follows:**

“A. **Salaries.**

The base pensionable salaries of all members of the unit covered by the Agreement are set forth in the salary schedule that is attached to this Agreement as Schedule A and made a part hereof. Retroactive to January 1, 2019, salaries shall increase 2% in 2019; 2% in 2020; 2.5% in 2021; 3% in 2022; 3% in 2023; and 3% in 2024. All Employees and retirees working during the term of this agreement shall receive retroactive pay for time worked, including employees retiring during the term of this agreement.”

**Delete and Amend Schedule A on page 43 to read as follows:**

"SCHEDULE A

Sergeant salaries are retroactive to January 1, 2019 and salaries for the term of this agreement shall be as follows:

|                        | 2.00%<br>2019 | 2.00%<br>2020 | 2.50%<br>2021 | 3.00%<br>2022 | 3.00%<br>2023 | 3.00%<br>2024 |
|------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| No Longevity Salary    | \$102,264.18  | \$104,309.46  | \$106,917.20  | \$110,124.72  | \$113,428.46  | \$116,831.31  |
| Longevity Salary at 2% | \$104,309.46  | \$106,395.65  | \$109,055.54  | \$112,327.21  | \$115,697.03  | \$119,167.94  |
| Longevity Salary at 4% | \$106,354.75  | \$108,481.84  | \$111,193.89  | \$114,529.70  | \$117,965.60  | \$121,504.56  |
| Longevity Salary at 6% | \$108,400.03  | \$110,568.03  | \$113,332.23  | \$116,732.20  | \$120,234.17  | \$123,841.19  |
| Longevity Salary at 8% | \$110,445.31  | \$112,654.22  | \$115,470.58  | \$118,934.69  | \$122,502.73  | \$126,177.82  |

Longevity is frozen as of December 31, 2013.

\*The above longevity schedule shall, as in the prior agreement, continue to be in effect in accordance with the terms of the contract, and applicable only to those employees hired prior to January 1, 2014.

The current bargaining unit and retirees shall be compensated based upon the salary guide above and as set forth below:

|                      | 2019         | 2020         | 2021         | 2022         | 2023         | 2024         |
|----------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Randolph Alex Broadb | \$102,264.18 | \$104,309.46 | \$106,917.20 | \$110,124.72 | \$113,428.46 | \$116,831.31 |
| Phil Venticinqu      |              | \$104,309.46 | \$106,917.20 | \$110,124.72 | \$113,428.46 | \$116,831.31 |
| Anthony Deccico      | \$102,264.18 | \$104,309.46 | \$106,917.20 | \$110,124.72 | \$113,428.46 | \$116,831.31 |
| Kevin Pluta          |              | \$104,309.46 | \$106,917.20 | \$110,124.72 | \$113,428.46 | \$116,831.31 |
| Angie Carrara        |              | \$104,309.46 | \$106,917.20 | \$110,124.72 | \$113,428.46 | \$116,831.31 |
| Ted Jenkins          |              |              | \$106,917.20 | \$110,124.72 | \$113,428.46 | \$116,831.31 |
| Kevin Lauer          |              |              | \$106,917.20 | \$110,124.72 | \$113,428.46 | \$116,831.31 |
| Derek Barow          | \$102,264.18 | \$104,309.46 | \$106,917.20 | \$110,124.72 | \$113,428.46 | \$116,831.31 |
| Carla Rouse          | \$102,264.18 | \$104,309.46 | \$106,917.20 | \$110,124.72 | \$113,428.46 | \$116,831.31 |
| Jake Smith           | \$104,309.46 | \$106,395.65 | \$109,055.54 | \$112,327.21 | \$115,697.03 | \$119,167.94 |
| John Carrara         | \$106,354.75 | \$108,481.84 | \$111,193.89 | \$114,529.70 | \$117,965.60 | \$121,504.56 |
| Chris Dark           | \$108,400.03 | \$110,568.03 | \$113,332.23 | retired      | retired      | retired      |
| George Urban         | \$108,400.03 | \$110,568.03 | retired      | retired      | retired      | retired      |

”

4b. **Article V, Wages, Section C, pages 9-10, Shift Differential** – Shall be amended to reflect the Sheriff’s discretion to alter the start and finish of the 12-hour transportation night shift, such that Section C shall now read as follows:

“C. Shift Differential. The permanent day shift is any shift that falls entirely between 6:00 a.m. and 6:00 p.m., 7:00 a.m. to 7:00 p.m., or 8:00 a.m. to 8:00 p.m. for officers working the twelve hour shift schedule. Any employee assigned to any other shift, including rotating shifts, of which any part falls outside of the permanent day shift shall receive an additional \$1.00 per hour for all assigned time.

Any employee assigned to a twelve (12) hour night shift starting at 6:00 p.m. or later shall be paid the amount of \$1.00 per hour shift differential for all hours worked until the end of the scheduled shift at 6:00 a.m., 7:00 a.m., or 8:00 a.m. respectively. This shall be known as the permanent night shift. Any employee assigned to the eight (8) hour 3:00 p.m. to 11:00 p.m. shift shall be paid the additional amount of \$1.00 per hour shift differential for any hours which overlap with the permanent night shift hours worked by the transportation unit.”

4c. FTO. Add new **Section F, page 10** for Field Training Officers to read as follows:

“Anyone designated by the Sheriff as a Field Training Officer (FTO) shall be paid a \$1,000 stipend for such designation. The stipend shall be paid no later than December 1 of each year, with the stipend prorated based upon the length of time in which the Sergeant is designated an FTO during the calendar year. This stipend is strictly based on being designated a Field Training Officer and it is not subject to the grievance procedure.

5a. **Article VII, Medical Benefits, page 13, Section A**– Shall be amended to condition Chapter 78 contributions upon particular State Health Benefit Plan enrolled in, adding after subsection (6), the following:

“7. Effective with open enrollment in the Fall of 2022, employees enrolling in NJ Direct 10, shall contribute to the cost of the health care premium at the Tier 4 contribution level under Chapter 78, P.L. 2011.

8. Employees enrolling in NJ Direct 15, NJ Direct 1525, NJ Direct 2030, Horizon HMO, and NJ Direct/NJ Direct 2019, or equivalent plans thereto, shall contribute to the cost of the health care premium at the Tier 3 contribution level under Chapter 78, P.L. 2011.

9. Employees enrolling in NJ Direct 2035, Horizon OMNIA, NJ Direct 4000 and NJ Direct 1500, or equivalent plans thereto, shall contribute to the cost of the health care premium at the Tier 2 contribution level under Chapter 78, P.L. 2011.

10. After open enrollment and prior to December 31, 2022 employees enrolling in any health care plan other than New Jersey Direct 10, shall receive a one-time payment in 2023 of the 2023 difference in annual premiums between New Jersey Direct 10 and the plan in which the employee enrolls.

11. Employees who moved out of NJ Direct 10 during the 2019, 2020 or 2021 Open Enrollment and enrolled in a plan identified in the above subsections 8 and 9 for the 2020, 2021, or 2022 calendar year shall receive a one-time payment of the difference between the employee benefit contribution under NJ Director 10 (for the year in which the new plan applies) and the employee benefit contribution for whichever plan was chosen under subsections 8 and 9 as applicable. This payment will be issued after open enrollment 2022 and prior to December 31, 2022.

12. If the State Health Benefits Plan (SHBP) begins to offer a new plan(s) not currently memorialized in this Agreement, the County of Gloucester agrees to negotiate with PBA Local 122, upon the request of either party, the tier contribution level under Chapter 78, P.L. 2011, for the new plan(s).”

5b. **Article VII, Medical Benefits, Section D(1), page13 Retirement Coverage –** Section D(1) shall be amended to provide that employees with seven (7) years rather than 15 years of County service, as it currently reads, and twenty-five (25) years of service credited by PERS or PFRS, shall be eligible for the County prescription plan upon retirement, which is consistent with County Policy and Procedure and all other County contracts. Section D(1) shall now read as follows:

**“D. Retirement Coverage.**

1. The Employer shall provide for the continuation of paid health benefits as described in Section A.1 above for employees and their dependents upon the employer’s retirement in accordance with County policy. Employees, to be eligible, must retire within twenty-five (25) years of service credited by PERS or PFRS. Employees with seven (7) years of County service and twenty five (25) years of service credited by PERS or PFRS are eligible for the County prescription plan upon retirement.”

5c. **Article VII, Medical Benefits, pages 13-14, Section E, Death of Retiree** – Add new section to provide that upon the death of a retiree, benefits shall continue to the surviving spouse and dependent children for a period of one year, providing as follows:

“3. Upon the death of a retiree, all benefits shall continue to be provided to the surviving spouse and dependent children for a period of one (1) year after such retiree’s death.”

6a. **Article VIII, Holidays, Section A, page 15** – shall be amended to read as follows:

“A. Effective January 1, 2023, there shall be a minimum of fifteen (15) holidays per year, with schedule of observances to be determined by the Employer, consisting of the following: New Year’s Day; Martin Luther King, Jr.’s Birthday; President Day/Washington’s Birthday; Good Friday; Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; General Election Day; Veteran’s Day; Thanksgiving Day; Day After Thanksgiving; Christmas Day; and an extra vacation day in lieu of Lincoln’s Birthday (in addition to the vacation article in this agreement).”

6b. **Article VIII, Holidays, page 15** – Section B shall be amended to read as follows:

“B. In the event an employee in the transportation unit is scheduled to work on New Year’s Day, Independence Day, Thanksgiving Day and/or Christmas, the employee shall be compensated for such work at two (2) times the employee’s regular straight time rate of pay, based upon the day the holiday falls on the calendar as opposed to the day it is celebrated by the County.”

6c. **Article VIII, Holidays, page 15** – Section D shall be updated according to the following:

“All eight (8) hour employees shall be required to work the Lincoln holiday at the employee’s regular straight time rate of pay; and two (2) other non-premium holidays for mandatory training at a rate of time and a half. Employees will be required to sign-up between December 1<sup>st</sup> and December 31<sup>st</sup> for the mandatory training on the two (2) non-premium holidays for the coming year, which said holidays shall be designated by the Sheriff. Employees will be required to work one (1) non-premium holiday designated by the Sheriff for training before June 1<sup>st</sup>; and one (1) non-premium holidays designated by the Sheriff for training after June

1<sup>st</sup>. The Sheriff shall designate the number of slots available for sign-up on each of the non-premium holiday mandatory training days in accordance with a training schedule designated by the Sheriff, or his designee, for the coming year. Sign-ups will be done on a seniority basis. Any additional non-premium holidays worked by an Employee, as a make-up for missed training, will be paid at the employee's regular straight time rate of pay. Failure by an Employee to complete the training designated by the Sheriff on the two (2) required training days will subject the Employee to being declared unfit for duty by the Sheriff, or his designee. Independence Day, Thanksgiving, Christmas, and New Year's Day are not part of the selection process. These four (4) holidays are automatic days off with holiday pay to eight-hour employees who choose to work holidays. Twelve (12) hour employees shall continue to follow the shift schedule, and any training for twelve (12) hour employees shall be completed as scheduled by the Sheriff, or his designee. Any Employee who worked any holidays other than the holidays listed in Section B above, shall be paid time and one half for all hours worked, except in cases where the hours worked are make-up for missed training. Any new employee shall be paid only for those holidays which occur on or after their date of hire for the remainder of that calendar year."

7. **Article XI, Sick Leave, Section G, page 20, Donation of Sick Leave**— Amend to permit donation of sick leave consistent with Civil Service regulations by deleting the current language and replacing it as follows:

**"G. Donation of Sick Time**

1. Employees covered by this Agreement may donate sick time to any member covered under this Agreement or to other County employees in accordance with Civil Service regulations on donating sick or vacation time."

8. **Article XIII, Other Benefits, page 23** – Add the following new section incorporating NJFLA, FMLA, and New Jersey Family Leave Insurance ("FLI") in the parties' contract:

“G. All applicable requirements of the New Jersey Family Leave Act (hereinafter “NJFLA”), the Federal Family and Medical Leave Act (hereinafter “FMLA”) and New Jersey Family Leave Insurance (“FLI”) shall be followed with respect to employees who request leave for eligible purposes thereunder.

Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after Employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible employee who takes leave qualifying under the FLA or the FMLA shall have coverage continued by the Employer during such leave.”

9 **Article XVII, Dues Deduction, page 28** – shall be deleted in its entirety and amended to be consistent with the *Janus* decision and shall now read as follows:

“A. The Employer agrees to make payroll deduction of PBA dues when authorized to do so by the employees on the appropriate form. Union dues deduction shall be exclusive as to PBA Local 122. The amount of said deduction shall have been certified to the Employer by the Treasurer of the PBA. The Employer shall remit the dues to an address designated by the PBA no later than the last day of the month following the calendar quarter in which such deductions are made (or earlier, if reasonably possible), together with a list of employees from whose pay such deductions were made.

Employees who have authorized the payroll deduction of fees to the PBA may revoke such authorization by providing written notice to the Employer. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the Employer shall provide notice to the PBA of an employee’s revocation of such authorization. The effective date of a termination in deductions shall be July 1 next succeeding the date on which notice of withdrawal is filed by an employee with the employer’s disbursing officer.

B. Save Harmless. The PBA shall indemnify, defend and hold the Employer harmless against all claims, demands, suits, or other forms of liability that shall arise out of fee deductions by the Employer for the PBA which the Employer has remitted to the



PBA and reliance by the Employer on any representations made by the PBA with respect to this Article. The Employer will give the PBA notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.”

10. **Article XXI, Employee Rights, page 35** – Provide for specific written contractual provisions regarding discipline, as provided for in the rank and file Corrections contract, with the following added as **paragraph 3 to Section A**, and shall replace current Section B.

“3. Regarding disclosure of personnel records pursuant to N.J.S.A. 47:1A-10 the Open Public Records Act (OPRA) the Employer and the PBA agree that all personnel records of individual bargaining unit employees shall be maintained in confidence and shall not be disclosed except to authorized persons having expressed written consent and in accordance with the provisions thereto.

**B. DISCIPLINE.** Discipline of an employee shall be imposed only for just cause. Penalties for misconduct may consist of written reprimands, suspensions, fines, demotions, and discharge. It is understood that demotions or discharges resulting in layoff or Department of Personnel bumping procedures shall not be construed as discipline. Except in extreme cases of misconduct, discipline shall be intended as corrective and shall be progressive in nature.

The terms of this Article shall not apply to provisional employees or employees serving their working test period. Employees serving their working test period shall retain all rights under the Civil Service Laws, Rules or Regulations.

Discipline under this Article is defined by N.J.A.C.4A:2-22, Gloucester County Human Resources Manual Chapter 7 Section 3, N.J.S.A.11A-20, N.J.S.A:10A:31-4 and N.J.S.A.40A:14-181, and the Gloucester County Sheriff’s Office Rules, Regulations, Personnel Policies and Procedures, Standard Operating Procedures.

**1. INVESTIGATIONS.** All internal investigations, shall comply with Attorney General’s Guidelines and any amendments thereto, as well as all applicable statutes and laws.

**2. CHARGES.** Employees are obligated to comply conscientiously with all rules, regulations, and SOPs of the Employer, provided such rules do not conflict with the express provisions of this agreement and are not otherwise unlawful or improper. Employees may be disciplined as set forth in accordance with a promulgated disciplinary policy. When the Employer or his/her designee imposes discipline, written notice of such discipline shall be given to the employee. Such notice shall contain the specific regulation violated and the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of discipline. If charges are to be brought they shall be in accordance with the applicable statutes including the forty-five (45) day rule.

### **3. APPEALS**

a. Minor Discipline – “Minor discipline” is a reprimand or a suspension or fine of five (5) or less working days. Employees charged with minor discipline may appeal their discipline through the grievance and arbitration process set forth in Article III. That process shall be the exclusive recourse for any challenge to minor discipline, and all procedural rights and requirements in that process shall apply.

b. Major Discipline – “Major discipline” is a fine or suspension equivalent to more than five (5) working days, or removal from employment. Employees charged with major discipline shall receive a Preliminary Notice of Disciplinary Action and must request a hearing within five (5) days following receipt thereof. If requested, the hearing shall be held before the County Administrator or his/her designee within thirty (30) days. The County Administrator shall issue a written decision, and if major discipline is sustained, the Employee may appeal to the Civil Service Commission in accordance with the procedures set forth in Title 11A of the New Jersey statutes and Title 4A of the New Jersey Administrative Code.

4. **REPRESENTATION.** An employee is entitled to have representation/legal counsel at any disciplinary investigation/hearing and the rights as defined by the "Law Enforcement Protection Act", "Weingarten", "Garrity" and "Loudermill". When an employee is not represented by the PBA, he/she must sign The PBA Liability Waiver Form. The PBA may have the right to be present and shall, be notified of the initial filing and the final outcome. Employees, who are required as witnesses at such hearings as well as the Association representative, shall suffer no loss of regular straight time pay to appear at such investigation/hearing."

11. **Article XXII, Miscellaneous Provisions, K-9 Provision, page 38, Section C(5)**– Shall be changed accordingly, as previously agreed to by the parties, with all changes underlined.

1. Employees who are assigned a canine or other animal that was sponsored and trained by the Sheriff's Office shall not be responsible for any monetary expenses to the animals related to the animal's care.

2. Employees are assigned a department sponsored K-9 will be issued a vehicle equipped with the appropriate K-9 insert and heat alarm, effective July 1, 2019. This vehicle will be utilized to conduct routine daily maintenance; i.e., (feeding, cleaning, grooming, medicine, clean run, and equipment maintenance). This vehicle will be utilized for all training assignments and any other instance that requires the employee to transport a canine.

3. The employee shall be equipped with the proper shelters and enclosures necessary to secure the animal and to maintain its and the public's safety.

4. If the canine is injured while on duty, the Department will provide medical coverage for three (3) years at a County approved veterinarian.

5. Employer agrees to release employee assigned to canine from duty one (1) hour prior to the end of their shift for K-9 care. Eight (8) hour employees will work seven (7) hours and twelve (12) hour employees will work an eleven (11) hour day. This one hour early release will cover all time provided by the Employer on duty days for canine care. If employee is required to work overtime at the end of their assigned shift, thus preventing them from utilizing the one (1) hour early out policy, the employee will be

compensated an additional thirty (30) minutes of overtime on those days at the appropriate overtime rate of pay.

6. On non-duty days, i.e., (days off, vacation, personal leave, comp., bereavement, sick, etc.) handlers will be compensated thirty (30) minutes overtime per day at the appropriate overtime rate of pay.

7. Employees assigned to K-9 that are on extended sick leave (more than ten (10) days) or extended vacation (more than fifteen (15) days), the Employer reserves the right to have the canine kenneled, rather than compensate the handler at the appropriate overtime rate of pay. The employee may be permitted to keep his K-9 partner if he or she desires, at no cost for overtime to the County if the Employer so permits.

8. Routine maintenance of department canine(s) unassigned to a specific handler, i.e. (Bloodhound, etc.)

a. Every effort will be made to conduct daily routine maintenance on shift during normal work days. Supervisors will ensure a handler is permitted sufficient time on shift to conduct daily maintenance. In the event the handler is not given the sufficient time to conduct daily maintenance while on shift, the employer agrees to compensate the handler at the appropriate overtime rate of pay until completed.

b. On non-duty days, i.e. (days off, vacation, personal leave, holidays, bereavement) handlers will be compensated thirty (30) minutes overtime per day at the appropriate overtime rate of pay.

9. Training and In-Service

a. The Employer agrees to allow all handlers to participate in their monthly in-service training not to exceed two (2) days a month.

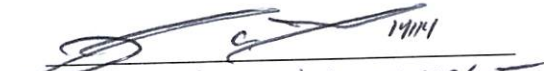
b. The Employer will allow yearly Bloodhound training. Training will be conducted at the beginning of each year. Each handler must conduct a minimum of twelve (12) training trails per Bloodhound team.

10. The Employer will bear the cost of USPCA membership fees on behalf of the employee.
12. The August 21, 2014 and February 3, 2015 side letter agreements (attached to the 2014-2018 agreement) remain in effect for the duration of this Agreement.
13. Throughout the Agreement, applicable dates shall be changed, outdated provisions removed, and PBA shall be substituted for GCSOA
14. All economic items shall be retroactive to January 1, 2019 unless specified otherwise.
15. **SUBSTANTIVE CHANGES.** The changes provided above contain all substantive modifications to be made to the successor CBA between the Parties. All other language in the January 1, 2014 through December 31, 2018 CBA that is not affected by this document shall remain in the new agreement.
16. **MODIFICATION OF ALL TERMS INCONSISTENT WITH THIS MOA.** All other provisions in the January 1, 2014 – December 31, 2018 CBA that are inconsistent with the substantive changes noted above shall be modified for consistency with the terms of this MOA in the successor agreement spanning from January 1, 2019 to December 31, 2024.
17. **WITHDRAWAL AND WAIVER OF TERMS NOT PROVIDED HEREIN.** All proposals and terms not provided in this MOA are hereby withdrawn and waived by the Parties.
18. **PARTIES' GOOD FAITH TO FINALIZE CONTRACT.** The County acknowledges it will process retroactive payments resulting from this executed MOA, if any, as expeditiously as possible, and the Parties agree they will act to have the amended successor agreement executed in an expeditious manner upon receipt.
19. **CONSTRUCTION.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. However, since each party to this Agreement and their counsel have reviewed and negotiated this Agreement, the general rule of construction that any ambiguity or uncertainty in a writing shall be interpreted against the party drafting the writing shall not apply to any action relating to this Agreement.
20. **RATIFICATION.** The Union and County representatives acknowledge the terms of this MOA need to be ratified by the Union and need to be approved by the County's governing body, and parties agree they will recommend ratification and approval of this agreement to their respective organizations.

Subject to the ratification provisions set forth above, the Union and the County signify and acknowledge their agreement to the terms listed above, by the signatures of their duly authorized representatives.

PBA 122

County of Gloucester and Gloucester County  
Sheriff's Office

  
Print Name RANDOLPH A. BISOMEST

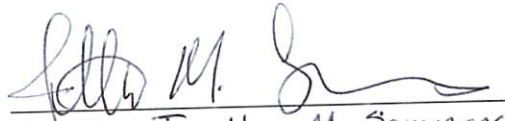
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Print Name John Carrara

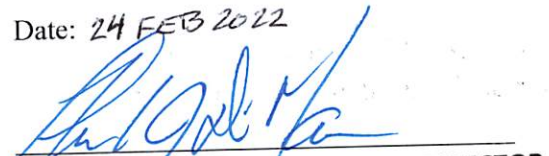
Date: 2/23/2022

  
Print Name Derek Barow


Date: 2-23-2022

  
Print Name Jonathan M. Sammons

Date: 24 FEB 2022

  
Print Name FRANK J. DIMARCO, DIRECTOR

Date:

  
Print Name Chad M. Bruner, Administrator

Date: