

TERMS AND CONDITIONS
OF EMPLOYMENT
DIRECTOR OF COMMUNITY SERVICES

This Agreement made this 21st day of May, 2024, is entered into by and between Katherine Custer, hereinafter referred to as "Custer" and the City of Sea Isle City, hereinafter referred to as "City".

Custer and City do hereby acknowledge and agree, for the mutual considerations noted herein, as follows:

1. Commencement of Employment

Custer's employment by the City in the capacity of Director of Community Services commenced on December 3, 2012. This contract shall not be interpreted or used as a guide or benchmark for any other employment contract or terms and conditions of any other employee including Collective Bargaining Agreements, and shall not be deemed an increase in salary given to all other municipal Officers and employees

2. Employment Compensation

Custer's annual salary effective January 1, 2024 shall be \$129,738.10. Custer's salary will be adjusted by the following amounts:

2025: +3.5%
2026: +3.5%
2027: +3.5%
2028: +3.5%

3. Severance Compensation

In the event of Custer's removal from office as Director of Community Services for any reason, the City shall forthwith cause to be paid to Custer compensation for all unused vacation days, and severance pay of an amount equal to six (6) month's salary. All payments will be based upon the rate of pay in effect at the time of termination.

4. Vacation Leave/Personal Leave

Custer shall be entitled to a paid yearly vacation, with full salary, according to the following schedule:

Through December 31, 2017 -----20 working days
January 1, 2018 and after -----25 working days
Personal Days-----Equal to the days accrued by City middle managers

Custer shall schedule her vacation in conference with, and with the consent of the Business Administrator. All unused vacation time shall be carried over only into the next two calendar years.

Custer shall be entitled to sell back up to five (5) days of accrued vacation time. Custer must provide notice to Human Resources of her sell back request no later than October 1st of each year and payment shall be issued on the first pay of December.

5. Holidays

Custer shall receive paid holidays in accordance with the same schedule established for City employees.

6. Sick Leave

Custer shall receive paid sick leave in accordance with the laws of the State of New Jersey for local government employees, but not less than 15 working days for every calendar year, which shall accumulate without limit. Upon retirement, Custer shall receive compensation for unused sick leave in an amount equal to 50% of such leave calculated at her final regular rate of pay, but not to exceed \$15,000.

7. Serious Illness/Injury Leave

Upon using at least 50% of her available sick leave, Custer shall be entitled to serious illness leave in the event she becomes incapacitated and unable to perform her duties as Director of Community Services for any reason. Said serious illness leave shall be granted for a maximum of 180 working days, less the total of sick days used as a result of the incapacitation. The need for such leave shall have been certified by a medical practitioner satisfactory to the City. Injury leave shall be granted with full pay to Custer should she be temporarily disabled through injury or illness as a result of, or arising from, her employment. Any amount of salary or wages paid or payable to Custer because of injury leave shall be reduced by the amount of workmen's compensation awarded under the appropriate statutes made for disability because of the same injury or illness requiring such leave.

8. Funeral Leave

Leave of absence with pay, up to a maximum of 5 working days, shall be granted to Custer in the event of death within the immediate family. Immediate family shall include father, mother, father-in-law, mother-in-law, brother, sister, brother in-law, sister in-law, spouse, children, grandchildren, nieces and nephews and relatives residing in Custer's household. Leave of absence with pay for a maximum of one working day shall be granted to Custer in the event of death of friends or non-immediate family members.

9. Health Insurance

Custer currently obtains health insurance coverage from her spouse. In the event that Custer requests to be enrolled in the City's health care program in the future, she shall be provided with health insurance benefits from the City equal to the plan in effect for City employees at the time of Custer's eligibility for coverage. If Custer receives health benefits from the City, at her option upon retirement from the City, or any other entity created thereof, at any time after completing twenty-five (25) years of service in the New Jersey Public Employees Retirement System (NJERS), the City shall provide, at the City's expense, the health, hospitalization, optical, dental, and prescription plan coverage Custer enjoyed at the time of retirement. If, at retirement, Custer is eligible for health benefits provided by another entity, Custer may elect to have the City provide only that portion of health insurance payments which would cover the difference between the benefits provided by the other entity and the coverage Custer enjoyed at the time of her retirement.

If Custer retires from the City after completing twenty-five (25) years of service in NJERS, the City shall reimburse Custer for the costs of Medicare part B.

It is understood that, while employed by the City, if Custer receives health benefits, she will contribute to the cost of health insurance in accordance with State law and consistent with the middle managers association agreement. If Custer retires from the City after completing twenty-five (25) years of service in NJERS and receives City health benefits, and City employees' healthcare coverage plans are reduced

with a corresponding added adjustment to salary or reimbursement mechanism, the same added adjustment in compensation or reimbursement mechanism will be provided to Custer. If, at any time subsequent to Custer's retirement and prior completion of 25 years of service in NJPERS, health insurance is not provided for City employees, Custer will receive health insurance coverage consistent with the last plan in place for City employees including any corresponding adjustment or reimbursement mechanism.

10. Pension and Life Insurance

Custer shall be enrolled in the New Jersey Public Employees Retirement System and shall derive her pension and life insurance benefits therefrom.

11. Meetings, Conferences, Classes, Dues, Subscriptions

During her employment, Custer shall be permitted, encouraged, and expected to attend meetings, conferences, seminars, and classes within or outside the borders of the State of New Jersey, which are reasonably intended to enhance her knowledge in her employment position within the City, and which are approved by the Mayor. Expenses for such attendance, including tuition and travel expenses, shall be reimbursed or paid in advance by the City. All such expenses shall be documented in detail by Custer and approved by the Governing Body prior to payment. In addition, the City shall pay or reimburse Custer the expense of subscriptions to periodicals, and dues for organizational memberships which are related to her employment with the City.

12. General Expenses

The City and Custer recognize that certain non-personal, community, or employment related expenses may be incurred by Custer, and the City hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expense or petty cash vouchers, with the appropriate receipts, statements, or personal affidavits attached.

13. Indemnification

The City shall defend, save harmless and indemnify Custer against any claim of tort liability, professional liability, administrative action, or other demand or legal action, groundless or otherwise, arising out of an alleged act or omission by Custer in the scope and performance of her duties with the City. In connection therewith, the City promises to litigate or settle any such claim or suit, and pay any settlement or judgment arising therefrom. The City shall provide and pay for legal representation for Custer, which shall be suitable to her. Custer agrees to cooperate in the defense of any claims herein asserted.

14. Use of Vehicle

Custer shall be provided the opportunity to use an automobile or other mutually agreeable City vehicle for City Business. Custer agrees to use any such vehicle with discretion and not without consent of the Administrator. If such vehicle is unavailable and Custer is required to use her personal vehicle, reimbursement shall be made in accordance with section 12 of this agreement.

15. No Reduction of Benefits

The City shall not, during the term of Custer's employment with the City pursuant to this Agreement, reduce the salary or other compensation and benefits referred to herein, unless and to the extent of such a reduction across the board of all employees of the City.

16. Successors

This agreement, including all compensation provisions, shall be binding upon, and shall inure to the benefit of the City and Custer, and their heirs, legal representatives, executors, successors, and permitted assigns.

17. Amendment

This Agreement constitutes the entire agreement between the parties, and may not be amended, except by an instrument in writing, duly adopted and executed by the City and Custer.

18. Governing Law

This agreement shall be construed and interpreted according to the laws of the State of New Jersey. Any action necessary to enforce, construe, or interpret provisions of this Agreement shall be maintained in Cape May County, New Jersey, with the prevailing party therein specifically being entitled to recover its reasonable costs and expenses, including attorney and expert witnesses' fees.

19. Severability

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this agreement to be signed and executed on its behalf by the Mayor, duly attested to by the City Clerk, and further in witness whereof Custer has signed and executed this agreement as her act and deed this 21st day of May, 2024. The effective date of this contract is retroactive to January 1, 2024, and shall continue until agreement on a successor contract.


Leonard C. Desiderio, Mayor


Katherine Custer, Director of Community Services

21 May 2024


City Clerk as Witnessed and Attested to