TERMS AND CONDITIONS OF EMPLOYMENT EMT CHIEF

This Agreement made this _____day of May 2024, is entered into by and between Bruce Knoll, hereinafter referred to as "Knoll" and the City of Sea Isle City, hereinafter referred to as "City".

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

1. Commencement of Employment

Knoll's employment by the City in the capacity of EMT Chief commenced on September 30, 2019. 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

Knoll's annual salary effective January 1, 2024, shall be \$67,400.00. Knoll's salary will be adjusted by the following amounts:

2025: +4% 2026: +4% 2027: +4% 2028: +4%

3. Working hours

Knoll's regular workweek will be 36 hours, typically in eight (8) hour shifts, or fractions thereof. On occasion, as he deems necessary, Knoll may work 12-hour shifts to ensure proper provision of EMT services.

4. Overtime

Overtime will be compensated at 1½ times the hourly rate for hours worked in excess of 40 hours in a workweek. If Knoll is called into work on a scheduled day off, he shall be paid 1½ times the hourly rate with a minimum of 4 hours.

5. Vacation Leave/Personal Leave

Knoll shall be entitled to vacation leave of 120 hours per year, with full salary. Based on years of service, Knoll will receive additional vacation leave in accordance with the vacation schedule set forth in the EMT contract (IAEP).

Knoll shall schedule his vacation in conference with, and with the consent of the Police Chief or his designee. All unused vacation time shall be carried over only into the next calendar year.

Knoll shall be entitled to personal leave of 36 hours per year and must be used in the calendar year for which it is earned.

6. Holidays

Knoll shall receive holiday time as follows:

112 hours of holiday time per year, plus four (4) hours of comp time for every eight (8) hours worked on a holiday. This additional comp time shall be added to the following years vacation balance.

7. Sick Leave

Knoll shall receive paid sick leave of 108 hours consistent with the EMS Contract (IAEP). At retirement, the City agrees to pay Knoll an amount equal to 50% of all accrued and unused sick leave pay up to a maximum of \$7,500. This payment shall be calculated based on Knoll's average annual base salary for his final year of employment prior to retirement, provided that the payment will not exceed \$7,500.

8. Clothing Allowance

Knoll shall be entitled to a yearly clothing allowance and paid based on the schedule set forth in the EMT Contract (IAEP). Issuance of clothing shall be consistent with the EMT Contract (IAEP) and shall include a Tactical Outer Jacket with nameplate.

9. Funeral Leave

Leave of absence with pay, up to a maximum of five (5) working days, shall be granted to Knoll 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 Knoll's household. Leave of absence with pay for a maximum of one (1) working day shall be granted to Knoll in the event of death of friends or non-immediate family members.

10. Health Insurance

Effective 1/1/2024, health insurance shall be State Health Benefits Plan NJ Direct 20/30 plan. However, the City reserves the right to change health care providers as long as substantially the same benefits are provided. Knoll shall contribute to the cost of the medical coverage in accordance with State law. A Health Reimbursement Account (HRA) will be provided to Knoll in the amount of \$1,000.00 for single medical coverage or \$2,400.00 for family medical coverage per year. The HRA card shall not be permitted to be used for over-the-counter drugs/medication. The HRA card shall be permitted to be used by the employee and covered family members for medical expenses, co-pays, co-insurance, deductibles, prescriptions, vision and dental. Dental and Vision coverage will be provided consistent with the EMT Contract (IAEP).

The City shall provide health insurance benefits for Knoll and his family as detailed above. Upon retirement from the City, provided Knoll has completed 30 years of service in the New Jersey Public Employees Retirement System (NJPERS), and at least 25 years of service with the City, the City shall provide, at the City's expense, the health, hospitalization, optical, dental, and prescription plan coverage Knoll enjoyed at the time of retirement.

The City agrees that, should Knoll die after retirement, or in the line of duty while employed by the City, and he and his family are covered by health benefits of the City, the City shall maintain all existing health benefits for Knoll's qualified dependents and spouse at no cost to the dependents and spouse. The spouse's coverage shall continue until spouse's death or remarriage.

Upon Knoll's eligibility for Medicare, the City's health coverage shall become secondary coverage. If Knoll retires from the City after completing 30 years of service in NJPERS, the City shall reimburse Knoll for the costs of Medicare part B.

11. Pension and Life Insurance

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

12. Indemnification

The City shall defend, hold harmless and indemnify Knoll 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 Knoll in the scope and performance of his 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 Knoll, which shall be suitable to him. Knoll agrees to cooperate in the defense of any claims herein asserted.

13. Use of Vehicle

Knoll shall be provided the opportunity to use an automobile or other mutually agreeable City vehicle for City business. Knoll agrees to use any such vehicle with discretion and not without consent of the Police Chief. If such vehicle is unavailable and Knoll is required to use his personal vehicle, reimbursement shall be made in accordance with the mileage rate established by the federal government.

14. Training

The City shall pay for core class training which is required to maintain EMT certification. The City shall pay for subscription to EMS1/MedicEd. Knoll shall be permitted to attend, and be compensated at his regular rate of pay, for any school, seminar, or in-service training certified for continuing education credits by the NJ Office of Emergency Medical Services, classes conducted or sponsored by the NJ Office of Homeland Security and Preparedness, or any other educational program of a management or supervisory nature. Such requests by Knoll for attendance at training or educational programs shall not exceed 10 days in any year. All such requests shall be approved in advance by the Police Chief or his designee. All expenses such as travel, tuition, and books shall be covered by the City.

15. No Reduction of Benefits

The City shall not, during the term of Knoll'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 Knoll, 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 Knoll.

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 witness's 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 Knoll has signed and
executed this agreement as his act and deed thisday of, 2024. This contract shall continu
until agreement on a successor contract.

Bruce Knoll, EMT Chief

Leonard C. Desiderio, Mayor

City Clerk as Witnessed and Attested to