

TERMS AND CONDITIONS
OF EMPLOYMENT
BUSINESS ADMINISTRATOR

This Agreement, entered into by and between George J. Savastano, hereinafter referred to as "Savastano" and the City of Sea Isle City, hereinafter referred to as "City," made originally on the 6th day of October, 2007, amended on August 23, 2016, amended on the 12th day of June 2018 (effective June 1, 2018); is further amended, in which Savastano and City do hereby acknowledge and agree, for the mutual considerations noted herein, as follows:

1. Commencement of Employment

Savastano's employment by the City in the capacity of Business Administrator commenced on November 26, 2007. 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

Savastano's annual salary shall be as follows:

2023 \$203,748
2024 +3.5%
2025 add \$6,000 to salary, then +3.5%
2026 +3.5%
2027 +3.5%

3. Severance Compensation

In the event of Savastano's removal from office as Business Administrator for any reason, including change of mayor and appointment of a successor, the City shall forthwith cause to be paid to Savastano compensation for all unused vacation days, and severance pay of an amount equal to nine (9) months salary. All payments will be based upon the rate of pay in effect at the time of notice of termination. The severance pay shall be paid by maintaining Savastano's status as an employee but allowing him paid leave for a period of nine months following notice of termination. Savastano, at his option, shall continue to receive, at the City's cost, full medical, dental, prescription, and any other health/life insurance benefits, at the same coverage plan that was in effect at the time of his termination, until such time as he becomes eligible for comparable benefits without cost from another employer. At the conclusion of the 9-month severance period, Savastano can choose to enter retired status and receive health coverage, at the City's cost, as outlined in Article 9.

4. Vacation Leave/Personal Leave

Savastano shall be entitled to 25 working days of paid yearly vacation, with full salary.

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Savastano shall schedule his vacation in conference with, and with the consent of the Mayor. All unused vacation time shall be carried over only into the next two calendar years.

Effective January 1, 2023, Savastano shall have the option of cashing in up to five days of vacation in lieu of carrying over said vacation into the following year in which case said payment shall be made within 30 days at his then current daily rate of pay.

Effective January 1, 2024, and thereafter, Savastano shall have the option of cashing in up to ten days of vacation in lieu of carrying over said vacation into the following year in which case said payment shall be made within 30 days at his then current daily rate of pay.

Savastano shall receive four personal days of leave each year, which cannot accumulate and can only be used in the year earned.

5. Holidays

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

6. Sick Leave

Savastano 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, Savastano shall receive compensation for unused sick leave in an amount equal to 50% of such leave calculated at his final regular rate of pay, but not to exceed \$15,000.

7. Serious Illness/Injury Leave

Upon using at least 50% of his available sick leave, Savastano shall be entitled to serious illness leave in the event he becomes incapacitated and unable to perform his duties as Business Administrator 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 Savastano should he be temporarily disabled through injury or illness as a result of, or arising from, his employment. Any amount of salary or wages paid or payable to Savastano 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 Savastano 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, and relatives residing in Savastano's household. Leave of absence with pay for a maximum of one working day shall be granted to Savastano in the event of death of friends or non-immediate family members.

9. Health Insurance

The City shall provide health insurance benefits for Savastano and his family. These benefits shall include health, hospitalization, optical, dental, and prescription plan insurance equal to the plan in effect for City employees at the date of this Agreement. At Savastano's 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 (NJPERs), the City shall provide, at the City's expense, the health, hospitalization, optical, dental, and prescription plan coverage Savastano enjoyed at the time of retirement. If, at retirement, Savastano is eligible for health benefits provided by another entity, Savastano 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 Savastano enjoyed at the time of his retirement.

The City agrees that, should Savastano die while covered by health benefits of the City either in an employed or retired capacity, the City shall maintain all existing health benefits for Savastano'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 Savastano's eligibility for Medicare, the City's health coverage shall become secondary coverage. The City shall reimburse Savastano for the costs of Medicare part B.

It is understood that, while employed by the City, Savastano contributes to the cost of health insurance in accordance with State law and with this agreement. It is further understood and agreed that, upon retirement, Savastano will not be required to contribute to the cost of health insurance and that the insurance plan may be modified consistent with the plan in place for City employees. In the event that the City is enrolled in any health insurance plan which mandates retiree contributions, the City shall reimburse Savastano for the entire amount of any contributions which he may be required to pay. Subsequent to Savastano's retirement, if 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 Savastano. If, at any time subsequent to Savastano's retirement, health insurance is not provided for City employees, Savastano will continue to 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

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

11. Meetings, Conferences, Classes, Dues, Subscriptions

During his employment, Savastano 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 his knowledge in his employment position within the City, and which are approved by the Mayor. This may include, but not be limited to, conferences of the New Jersey League of Municipalities,

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International City Manager's Conference, American Public Works Association, or other classes given by educational institutions throughout the State of New Jersey relating to Savastano's employment with the City.

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 Savastano and approved by the Mayor prior to payment.

In addition, the City shall pay or reimburse Savastano the expense of subscriptions to periodicals, and dues for organizational memberships which are related to his employment with the City.

12. General Expenses

The City and Savastano recognize that certain non-personal, community, or employment related expenses may be incurred by Savastano, 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 Savastano 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 Savastano 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 Savastano, which shall be suitable to him. Savastano agrees to cooperate in the defense of any claims herein asserted.

14. Use of Vehicle

Savastano shall be provided with the exclusive and unrestricted use at all times of an automobile or other mutually agreeable City vehicle. Savastano agrees to use said vehicle with discretion and not without consent of the Mayor for trips outside the State of New Jersey or adjoining states. The City shall be responsible for paying the liability, property damage, and comprehensive insurance, and for all associated expenses including purchase; operation; maintenance; repair; regular replacement; and business related road tolls and parking fees associated with said vehicle. Savastano may allow other City employees the use of this vehicle for the performance of their City related duties as necessary. Use by anyone else shall be considered a violation hereof, and the City shall not be required to pay for expenses or incur liability for or arising out of such use.

15. No Reduction of Benefits

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

18. Governing Law

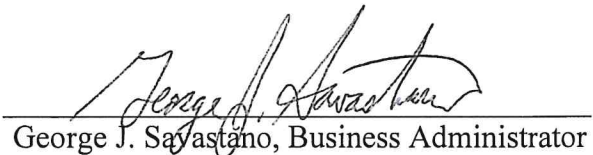
This agreement shall be construed and interpreted according to the laws of the State of New Jersey. Any action necessary to enforce, construe, or interpret provisions of this Agreement shall be maintained in Cape May County, New Jersey, with the prevailing party therein specifically being entitled to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

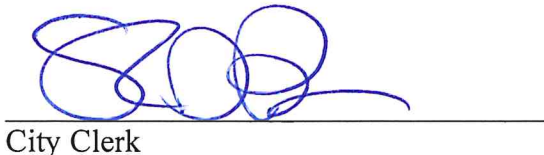
19. Severability

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 Savastano has signed and executed this agreement as his act and deed this 21st day of May, 2024. The effective date of this contract is retroactive to January 1, 2023, and shall continue until agreement on a successor contract.


Leonard C. Desiderio, Mayor


George J. Savastano, Business Administrator


City Clerk

