

## **ADDENDUM TO EMPLOYMENT AGREEMENT**

**THIS ADDENDUM** ("Addendum") is being made to the Employment Agreement ("Employment Agreement") between the Board of Commissioners (hereinafter the "Board") of and on behalf of the Hopewell Township Fire District #1 (hereinafter the "District"), a municipal fire district of the State of New Jersey with offices located at 201 Washington Crossing Pennington Road, Titusville, New Jersey 08560, and Matthew G. Martin, Fire Chief (hereinafter "Martin")(collectively, the "Parties"). Terms defined in the Employment Agreement have the same meaning as in this Addendum. The Effective Date of this Addendum shall be January 1, 2022.

**WHEREAS**, the Parties duly executed the Employment Agreement, effective January 1, 2016; and

**WHEREAS**, the Board, pursuant to its authority and Section 2.0 of the Employment Agreement, has decided to increase Martin's annual rate of base salary for calendar year 2022 and 2023.

**NOW, THEREFORE**, in consideration of the recitals above and the mutual promises and obligations herein contained, the sufficiency of which is acknowledged, the Parties agree that the following modification is made to the Employment Agreement:

1. The following language shall replace Section 2.0(a), (b), (c) (Salary) of the Employment Agreement in its entirety:

2.0 **Salary.**

- (a) Martin shall be paid an annual base salary in 2022. Accordingly, his annual rate of base salary for 2022 shall be increased due to the recent contract put in place between the Board and the Lieutenants. Martin shall be paid an annual base salary of \$154,188.30 in 2022. This will be retroactive to January 1, 2022. Accordingly, his annual rate of base salary for 2023 shall be increased to \$161,897.72. This annual rate of base salary shall remain in effect until increased. Annual rate of base salary for 2023 and for subsequent years shall be subject to increase, at the Board's discretion.
- (b) Beginning January 1, 2018, Martin shall receive an annual Collateral Duty payment which shall be equivalent to Five Percent (5%) of his annual base salary. The annual Collateral Duty payment will be paid to Martin on a prorated basis via regular, bi-weekly payroll which will be considered pensionable for retirement calculations.

2. The following language shall replace Section 4.0 (Responsibilities of the Chief) of the Employment Agreement:

- 4.0 **Responsibilities of the Chief.** Martin, acting within the scope of his position as Chief, and under the direction of the Board, shall be charged with the responsibility of the direction of work-related activities of all District employees; shall serve as the District's Chief Administrative Officer; and shall present his recommendations concerning any and all personnel matters not specifically covered by District policy directly to the Board.

3. The language shall be deleted in its entirety from Section 8.0 (Tuition Reimbursement) of the Employment Agreement in its entirety and replaced with:

- 8.0 **Annual and Personal Leave.** Each regular employee shall be entitled to annual leave kept in an annual leave (AL) bank. The AL bank will include all accrued leave based on years of continuous service on January 1 of the calendar year, and all observed holidays. Annual and Personal Leave shall be payable to the Chief upon retirement. Annual Leave shall be granted to the Chief as follows:

Years 20-24: 336 hours

Year 25: 376 hours

Any further years of service the Chief provides the Board beyond Year 25 will be eligible for 8 additional hours per year up to a maximum of 400 hours.

The Chief will be eligible for 40 hours of personal time. Any personal time not used in a calendar year will convert into sick time.

4. The following language shall replace Section 9.0 (Longevity) of the Employment Agreement in its entirety:

9.0 Longevity The Board of Fire Commissioners agrees to provide each full-time regular employee with a longevity payment as set forth below:

Five (5) years through Nine (9) years	1.5%	of base salary
Ten (10) years through Fourteen (14) years	1.75%	of base salary
Fifteen (15) years through Nineteen (19) years	2.0%	of base salary
Twenty (20) years through Twenty Four (24) years	2.25%	of base salary
After Twenty Five (25) years a maximum of	2.5%	of base salary

5. The following language shall replace Section 11.0 (Employment Right & Benefits (Generally) of the Employment Agreement in its entirety:

11.0 Employment Right & Benefits (Generally). Martin, acting within the scope of his position as Chief, shall receive all rights and benefits afforded in accordance with the Lieutenants Contract, with the sole exception of monetary overtime compensation. Such rights and benefits include, without limitation, the following: participation in the group health benefits plan, participation in the compensation time buy-back program, education incentive bonus, in-service training, injury leave, insurance, wellness program, jury duty/witness leave, leave of absence, longevity, paid time off, bereavement, sick and holiday paid leave, and participation in all annual leave buy-back programs (for sick leave, personal leave, annual leave, etc.). It is expressly intended that the Longevity terms ( as set forth within Section 9) of this Agreement are to be more generous than the education incentive bonus and longevity terms contained within the Lieutenants Contract.

6. The following language shall replace Section 12.0 (Compensatory Time.) of the Employment Agreement in its entirety:

12.0 Compensatory Time. Rather than overtime compensation, for which Martin is not eligible, Martin shall be entitled to receive compensatory time on a time-and-a-half basis for time worked above and beyond his normal daily schedule under the following circumstances: emergency calls, meeting attendance, community events (such as fireworks, school presentations, etc.) and similar, beyond regular daily schedule events. Such compensatory time is eligible for "buy back" under the compensatory time "buy back" program, pursuant to the terms of the program set forth within the Lieutenants Contract. This means that at the end of the 13th pay period, annually, Martin may elect to sell back earned compensation time (including unused sick leave [48 hours], annual leave [40 hours], comp time [120 hours], etc.) up to 120 hours per year. Payment shall be made to Martin in the 14th pay period each year. Chief Martin will be able to retain his current balance of accrued comp hours, with the understanding that he will attempt to lower his balance each year going forward with buy-backs and usage of said time. He will be allowed to cash out up to 300 hours of compensatory time per year for 2023 and 2024. Pay out of 150 compensatory hours in pay period 14 and 150 compensatory hours in pay period 26 shall be authorized.

7. Unless expressly modified herein, all other terms of the Employment Agreement will remain in full force and effect.

**INTENDING TO BE LEGALLY BOUND HERETO**, this Addendum is executed by the Parties hereto as of the date indicated by the signatures below.



\_\_\_\_\_  
Matthew G. Martin  
Chief of Emergency Services



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Commissioner William Mullen  
on behalf of  
Board of Commissioners  
Hopewell Township Fire District #1