

## EMPLOYMENT AGREEMENT

### FIRE CHIEF JONATHAN D. MOORE

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into, this 5 day of December 2024, 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 Jonathan D. Moore, for the position of Fire Chief (hereinafter "Moore" or "Fire Chief").

WHEREAS, Moore has served the District in the position of Lieutenant of Emergency Services since November 6, 2014;

WHEREAS, Moore has served the District in the position of Acting Deputy Fire Chief of Emergency Services since April 13, 2023 then Deputy Fire Chief since September 28, 2023;

WHEREAS, The Board considers Moore's tenure of service to the District to be exceptional and desires to continue his employment and retain his services as Fire Chief;

WHEREAS, the Board intends this Employment Agreement to also serve as a retention agreement of sorts, inducing Moore to continue in the service of the District as Fire Chief in the future by providing Moore with job, income, and benefits protection that the Board believes to be appropriate for the position;

WHEREAS, Moore wishes to remain employed by the District as Fire Chief and agrees to remain so employed in reliance upon and pursuant to the terms and conditions set forth within this Agreement.

1.0 Effective Date. This Agreement shall become effective as of December 5, 2024.

## 2.0 Salary and Compensation.

(a) Salary increases effective prior to the execution date of this Agreement begin on January 1, 2025. Moore shall be paid an annual base salary of \$159,350 in 2025, and \$167,318 in 2026, and \$175,684 in 2027, and \$184,469 in 2028. Annual rate of base salary for 2025 and for subsequent years shall be five percent (5%) annually.

(b) Moore's compensation will be adjusted, as necessary, to ensure that his annual base compensation is \$15,000.00 (including benefits, longevity, education, and incentives; and including Collateral Duties should they be assigned to the Deputy Fire Chief, Fire Lieutenant or Fire Official) above the salary established and maintained for the position of Deputy Fire Chief or Fire Lieutenant (or the highest lieutenant position and/or Fire Official that may exist, at any time, within the District) at all times and maintained for the highest ranking Deputy Fire Chief, Lieutenant and/or Fire Official position (whichever position commands the higher salary).

(c) Moore's allotted benefit time shall be as follows. 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 Fire Chief upon retirement. Annual Leave shall be granted to the Fire Chief as follows and shall not be less generous than the Deputy Fire Chief, Lieutenant and Fire Official contract.

Annual Leave:            Years 20-24: 336 hours                      Year 25: 376

Any further years of service the Fire Chief provides the Board beyond Year 25 will be eligible for 8 additional hours per year up to a maximum of 400 hours. Annual leave hours not used in the calendar year shall carry over to the next year.

Personal Time: 40 hours

Any personal time not used in a calendar year will be converted into sick time.

Sick Time: 96 hours

In short, sick leave shall follow the Deputy Fire Chief, Lieutenants and Fire Official contract and shall be able to be sold back in a lump sum at retirement based upon 50% of the accumulated sick bank to a maximum of \$15,000.

3.0 Duties and Authority. The District is the employer of the position of Fire Chief. Moore herein agrees to continue full-time employment as a District Fire Chief, with all rights and authority vested with the position of a Chief Officer within the District. Moore hereby accepts and is assigned the position of Fire Chief. Moore, acting within the scope of his position as Fire Chief, shall have such authority as is prescribed by the laws of the State of New Jersey and the provisions of District policy. This Agreement is subject to and shall be interpreted under the laws of the State of New Jersey, the rules and regulations of the State governing the administration of fire districts, and all applicable written Board policies and procedures, all of which are made a part of this Agreement by reference as though fully set forth herein.

4.0 Responsibilities of the Fire Chief. Moore, acting within the scope of his position as Fire 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 of Fire Commissioners.

5.0 Extent of Service. During the Employment, Moore, acting within the scope of his position as Fire Chief, shall devote substantially all of his business time and attention, at times vacation time when appropriate, and absences for sickness excepted, to the business of the Board and District. As Fire Chief, Moore shall perform the duties as assigned to him with fidelity and to the best of his ability; and shall perform and discharge such Fire Chief duties and responsibilities as may be prescribed from time to time by the Board. As Fire Chief, Moore shall not, without express written consent of the Board, directly or indirectly render services of a professional nature to or for any person, firm or organization for compensation, or engage in any practice that competes with the business or interest of either the District or the Board.

6.0 Assigned Vehicle. The District shall assign the Fire Chief a District-owned vehicle, to be used for District-related business, and for fire or emergency incident response. The Chief shall not permit or authorize the operation of the District's assigned vehicle by any third party including, but not limited to, the Fire Chief's spouse or family members. Any operation of the District's assigned vehicle by such third parties is strictly prohibited and the District shall not be liable or responsible for any and all claims that may arise from such operation, whether directly or indirectly.

7.0 Professional Meetings & Training. The Fire Chief is expected to attend professional meetings and training at local, state and national levels. The time and reasonable expenses incurred by the Fire Chief via his attendance at such meetings and/or training shall be reimbursed by the Board, subject to prior approval.

**8.0 Tuition Reimbursement.** Beginning January, 2025, the Board will provide tuition reimbursement for up to 50% of approved tuition costs incurred by the Fire Chief towards a 2 or 4-year degree program. If assistance is received from outside sources (scholarships, grants, GI Bill, fellowships, etc.) reimbursement is eligible if the cost of the tuition exceeds the amount of assistance received. All coursework/tuition is subject to advance approval and coursework and study must not unreasonably interfere with the performance of the Chief's duties on behalf of the District. After receiving approval, the Chief must provide proof of course completion and a passing grade in order to be entitled to reimbursement of tuition and tuition-related expenses. Textbooks, late fees and school supplies (other than lab fees associated with an approved course) are not reimbursable. The cost of parking and/or commuting is not reimbursable. Reimbursement of expenses will be made in the year in which the expense was budgeted. This may result in a delay in reimbursement, but will not diminish the Board's obligation to reimburse the expense(s). The number of credits/courses, cost of tuition, and authorized tuition-related expenses associated with each course will be considered and approved/denied by the Board at the time the request for advance approval of the coursework/expense is made. This reimbursement policy will, at all times, be administered in compliance with all applicable laws.

**9.0 Longevity and Education.** The Fire Chief position will also be entitled to Longevity payments, as follows: For employment Years five (5) through nine (9): 1.5% of base salary; Years ten (10) through fourteen (14): 1.75% of base salary; Years fifteen (15) through (19): 2.0% of base salary; Years twenty (20) through twenty-four (24): 2.25% of base salary; and Year twenty-five (25) and beyond: 2.5% of base salary. Education incentive bonus shall be paid as following: Associate's Degree, 0.5%, Bachelor's Degree, 0.75%, Master's Degree, 1.0% of base

salary. Payment will otherwise, be made pursuant to the procedures set forth within the agreement between the Board of Fire Commissioners Hopewell Township Fire District No. 1 and the Hopewell Township Fire District No. 1 Deputy Fire Chief or Lieutenants (the "Lieutenants Contract") and will be part of Moore's pensionable salary. For purposes of this Agreement, longevity and education payments will be paid to Moore by pro-rating the annual longevity and education payments into his weekly pay check for continuous and uninterrupted service after he reaches his anniversary date.

10.0 Retirement. Moore will be enrolled in the State of New Jersey's Police and Fire Retirement System (PFRS). Commencing upon Moore's full retirement date, and continuing during the remainder of Moore's and spouse's lifetime, the District will continue coverage of medical insurance, dental insurance and eye care for Moore and his family (i.e., spouse and eligible dependents) and will pay all premiums (i.e. costs) associated with such coverage, to the extent permitted by law. If the then-current law does not permit the continuation of such benefits through the District's group insurance plans, the Board will reimburse Moore for the cost of health insurance, dental insurance and eye care benefits he secures for himself and his family (spouse and eligible dependents). Reimbursement will be made on a monthly basis, or the District may agree to directly submit payments to the insurance provider(s) on Moore's behalf. In the event of Moore's death prior to his spouse and eligible dependents, the District will pay all premiums (i.e. costs) associated with coverage as outlined above.

11.0 Employment Rights & Benefits (Generally). Moore, acting within the scope of his position as Fire Chief, shall receive at a minimum all rights and benefits afforded in accordance with the

Deputy Fire Chief, Lieutenants and Fire Official Contract, with the exceptions of items outlined in this agreement. 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, annual leave, bereavement, personal, sick and holiday paid leave, and participation in all annual leave buy-back programs (for personal leave, annual leave, etc.). It is expressly intended that the Tuition Reimbursement terms (as set forth within Section 8) and 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 Deputy Fire Chief or Lieutenants Contract.

12.0 Compensatory Time. Rather than overtime compensation, for which Moore is not eligible, Moore 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 Employment Agreement for the Deputy Fire Chief, Lieutenants and Fire Official Contract. This means that quarterly, annually, Moore may elect to sell back earned compensation time (including unused annual leave [40 hours] and comp time [120 hours], etc.). Payment shall be made to Moore in the 7<sup>th</sup>, 14<sup>th</sup>, 20<sup>th</sup>, and 26<sup>th</sup> pay periods each year respectively. Moore also understands that at retirement, the maximum payoff amounts shall be four hundred eighty (480)

hours of compensation time, forty (40) hours of personal time, and four hundred (400) hours of annual leave time.

13.0 Additional Duties. As Fire Chief, Moore shall not serve as the overall Fire Chief of the District. In the event that the scope of duties of the Fire Chief are expanded beyond those duties as identified herein and/or by prior practice in the District, the Fire Chief may request to re-open wage negotiations to obtain compensation for the additional duties.

14.0 Tenure. It is the intent of the Board that the position of Fire Chief be treated as a "tenured" position once an individual employed in the Fire Chief position has remained continuously employed in good standing for nine (9) consecutive years. Moore has earned "tenure" status. Accordingly, Moore's employment with the District shall be for an indefinite or unlimited duration in which Moore shall be continuously employed unless he voluntarily resigns or is terminated for Cause, as the term is defined within Section 15 of this Agreement. Accordingly, Moore has the reasonable expectation of long term, indefinite employment through his intended voluntary resignation or retirement date. Should the Board determine that there is Cause for termination and terminates Moore's employment for Cause, Moore shall be entitled to a hearing within 45 days to appeal the determination in arbitration. Moore shall be entitled to salary and benefits continuation through the first 60 days of the appeal process, which he shall be required to repay the District if his appeal is unsuccessful. If the arbitration/appeal is successful, Moore shall be restored to the Fire Chief position or awarded the equivalent of all salary and benefits he would have earned had he remained continuously employed through his retirement date. For



purposes of this Section 14, the mandatory retirement date shall be deemed Moore's 65th birthday, or the birthday that corresponds to the then-current PFRS mandatory retirement age.

15.0 Termination of Employment. This Agreement may be terminated by Moore upon giving one (1) month's prior written notice to the Board. This Agreement will terminate immediately upon Moore's death. The Board and/or District may also terminate this Agreement due to Moore's "disability." For purposes of this Agreement, the term "disability" shall mean: that (i) Moore has been incapacitated by bodily injury, illness or disease so as to be prevented thereby from engaging in the performance of his duties as Fire Chief (provided, however, that the District acknowledges its obligations to provide reasonable accommodation to the extent required by applicable law); and (ii) such total incapacity shall have continued for a period of six ( 6) consecutive months; and (iii) such incapacity will, in the opinion of a qualified physician, be permanent and continuous during the remainder of Moore's life or will prevent his return to work within 18 months of the start of the disability leave. The Board and/or District may also terminate this Agreement at any time "for Cause" upon written notice to Moore. No advance notice is necessary for a "for Cause" termination, except as set forth below. For the purpose of this Agreement, "for Cause" shall mean and include conduct by Moore amounting to: (i) fraud, dishonesty, gross negligence or intentionally criminal acts, (ii) willful acts of moral turpitude, misconduct or other acts reflecting discredit upon the position of Fire Chief and/or Moore and/or the Board or District or (iii) material failure to perform the material duties of his position. In the event of a termination for Cause based upon subsections (i) - (iii) above, the District shall first be required to provide Moore with written notice of the grounds for Cause and the opportunity to cure the same within 14 days of the delivery of the written notice to Moore. Moore may be

immediately relieved of duties, but must be paid full salary and benefits during any notice and cure period. In addition to any other rights and remedies that he may have, Moore shall have the right to appeal any for Cause determination through arbitration, pursuant to Sections 14 and 16 of this Agreement.

16.0 Arbitration. Any controversy, dispute, or claim arising out of or relating to this Agreement, or the breach, termination or validity hereof, shall be submitted to and be finally resolved by arbitration, to be conducted by the American Arbitration Association ("AAA"), with such arbitration to be held in Mercer County, New Jersey in accordance with the AAA Commercial Arbitration Rules. Any award or decision rendered in such arbitration shall be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Except as may be provided to the contrary herein, each party hereto shall pay their share of any and all expensed incurred by such party in connection with such arbitration proceeding, unless otherwise determined by the arbitrator. In the event Moore prevails in any arbitration proceeding against the Board and/or District, Moore shall be entitled to recover all reasonable attorneys' fees and costs (including filing, forum and arbitrators' fees and costs) that he incurred in connection with the arbitration.

17.0 Miscellaneous.

17 .1 Headings. Section headings contained in this Agreement are for reference purposes only and shall not, in any way, affect the meaning or interpretation of this Agreement.

17.2 Entire Agreement. This Agreement, together with all exhibits referred to herein, if any, constitutes the entire Agreement between the parties and superseded all oral and written agreements, if any, between the parties.

17.3 Amendment. This Agreement may not be amended orally, but only by an instrument in writing, duly executed by the parties hereto.

17.4 Assignment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, representatives, successors and assigns of the parties hereto; provided, however, that neither the duties or responsibilities of the Fire Chief, nor any right to receive payments, shall be assigned or transferred, in whole or in part, by Moore. The District agrees that it will require any successor (including, without limitation, by merger, operation of law, consolidation, assignment or purchase of all or substantially all of the assets of the District) to assume expressly and agree to perform this Agreement.

17.5 Severability. If any of the provisions of this Agreement are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

17.6 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. Additionally, the venue of any arbitration or court proceeding shall be within Mercer County, New Jersey.

17.7 Notices. All notices, consents, waivers or communications which are required or permitted hereunder shall be sufficient if given in writing and delivered personally, sent by Federal Express or similar overnight service, or certified mail, return receipt requested, postage prepaid, to the parties as follows:

If to the District:

Stark & Stark, P.C.

993 Lenox Drive

P.O. Box 5315

Princeton, NJ 08543-5315

Attn: Kevin M. Hart, Esq.

and

Chairman Hopewell Township Board of Fire Commissioners

201 Washington Crossing-Pennington Road

Titusville, NJ 08560

and

If to Fire Chief:

Jonathan D. Moore

17.8 Waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or its enforceability. No term or provision hereof shall be deemed waived and no breach of contract excused unless such waiver or consent shall be in writing.

17.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute but one instrument.

IN WITNESS WHEREOF, we affix our signatures to this Agreement as the full and complete understanding of this contractual relationship between the parties hereto.



Jonathan D. Moore

Fire Chief



Erick Burd

Chairperson, Hopewell Township

Board of Fire Commissioners