

EMPLOYMENT AGREEMENT BETWEEN
THE BOROUGH OF WESTWOOD
AND
CHIEF OF POLICE MICHAEL R. PONTILLO

January 01, 2024 – December 31, 2027

ARTICLE I
RECOGNITION

THIS AGREEMENT, is entered into as of this 1st day of January, 2024, by and between the Borough of Westwood, in the County of Bergen, New Jersey (hereinafter referred to as the "Borough"), and Chief of Police Michael R. Pontillo (hereinafter referred to as the "Chief of Police"), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This agreement represents the complete and final understanding on all bargaining issues between the Borough and the Chief of Police. This agreement is made in consideration of the many years of valuable service of Chief of Police Michael R. Pontillo to the Borough of Westwood.

ARTICLE II
MANAGEMENT RIGHTS

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement including those by the laws and Constitution of the State of New Jersey and of the United States, and except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

ARTICLE III
RESPONSIBILITIES OF THE CHIEF OF POLICE

Pursuant to state law, the Ordinances of the Borough and the regulations and policies established by the Borough of Westwood, the responsibilities of the appointed Chief of Police shall include the responsibility to:

- a) Conduct and manage the day-to-day operations of the Police Department;
- b) Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;

- c) Have, exercise, and discharge the functions, powers and duties of the police force;
- d) Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
- e) Prescribe the duties and assignments of all subordinates and other personnel;
- f) Report at least monthly to the Borough, or by any such other forms as the Borough shall require, as to the operation of the police force during the preceding month; and
- g) For all other duties assigned to him by the Mayor or Borough Council.

ARTICLE IV **WORKWEEK**

The Chief of Police shall spend sufficient time at his job as determined by the Appropriate Authority to ensure the smooth and responsible operations of the police department over which he has supervisory control. The Chief of Police shall be required to work 40 hours per week.

ARTICLE V **SICK LEAVE**

1. Sick leave is hereby defined to mean an absence from the post of duty by the Chief of Police, while in good standing, due to illness, accident, injury, disability, exposure to contagious disease, or the necessity to attend to and care for a seriously ill member of his immediate family.
2. The Chief of Police shall be entitled to fifteen (15) sick days per year, based on an 8-hour workday, or 120 hours of sick time annually. The Mayor and Council shall have the right, in individual cases, to grant additional sick leave days, paid or unpaid, in case of extended or serious illness. Sick leave is to be used only for its intended purpose only, unless otherwise agreed to between the Borough and the Chief of Police. Sick time may not require a doctor's note, however, the Mayor and Council or Appropriate Authority may request, and the employee will provide a doctor's note when requested if the absence is in excess of three (3) working days. The Chief of Police may accumulate sick time without limitation and all unused sick leave days in each year

shall be banked.

3. The term "immediate family" for the purpose of this Article shall include those individuals as defined by the New Jersey Paid Sick Leave Law.
4. Nothing herein shall limit sick leave in accordance with the "New Jersey Paid Sick Leave Law".
5. Sick leave shall have no cash value, now or at retirement, other than as set forth in Article XI.

ARTICLE VI

INJURY LEAVE

1. In the event the Chief of Police becomes disabled by reason of work-related injury or illness and is unable to perform his duties, the Borough shall continue the Chief at full pay during the continuance of the Chief's inability to work, for up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.
2. When injured while working, whether slight or severe, the Chief of Police must make an immediate report, if practicable, but in no event later than forty-eight (48) hours. Failure to report any injury may result in the failure of the Chief of Police to receive compensation under this Article.
3. The Chief of Police shall be required to present evidence, by way of a certificate or report of a physician designated by the Borough, that he is unable to work, and the Borough may reasonably require the Chief of Police to present such a certificate or report from time to time.
4. If the Borough does not accept the certificate or report of the physician designated by the Borough, the Borough shall have the right, at its own cost, to require the Chief of Police to obtain a physical examination and certification of fitness by a physician appointed by the Borough.
5. In the event the Borough's physician certifies the Chief of Police fit to return to active duty, injury leave benefits granted under this Article shall be terminated. However, if the Chief of

Police disputes the determination of the Borough physician, then and in that event, the burden shall be upon the Chief to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation. The final decision of the last reviewing court shall be binding upon the parties.

ARTICLE VII **FUNERAL LEAVE**

1. In the event of death in the Chief of Police's immediate family (herein defined as either a spouse, parent, step-parent, grandparent, sibling, child, foster child, step-child, grandchild, parent-in-law, daughter-in-law or son-in-law) or any other relatives residing in the Chief of Police's home, the Chief of Police shall be granted time off, without loss of pay, not to exceed five (5) days.
2. The Chief of Police will be granted special funeral leave, without loss of pay, for a period of one (1) day due to the death of any other relative or individual not specified above.
3. Such funeral leave shall not be charged against the Employee's vacation or sick leave.
4. Reasonable verification of the event may be required by the Borough.

ARTICLE VIII **VACATIONS**

1. The Chief of Police shall be entitled to twenty-six (26) eight (8) hour vacation days annually.
2. The Chief of Police shall be entitled to schedule his vacation time as the Chief of Police sees fit, provided that the Chief of Police shall not schedule his vacation time during any time period where events shall require the presence of the Chief of Police, or which would disrupt the operations of the department.
3. A maximum of five (5) vacation days may be carried into the next year, unless otherwise mutually agreed upon by the Chief of Police and the Appropriate Authority.

ARTICLE IX
HOLIDAY TIME

The Chief of Police shall be entitled to thirteen (13) eight (8) hour holidays off per calendar year during the term of this contract. The holidays off may be taken on the actual holiday or at another time at the discretion of the Chief of Police, subject to the limitations in Article VIII. Unused holidays may not be carried into the next year.

ARTICLE X
PERSONAL DAYS

The Chief of Police shall be entitled to six (6) eight (8) hour personal leave days per year to be used at the Chief of Police's discretion, subject to the limitations in Article VIII.

ARTICLE XI
TERMINAL LEAVE

1. Upon retirement from the Police Department, the Chief of Police shall receive 50 working eight (8) hours days pay (400 hours) at the Chief of Police's current rate of pay upon retirement.
2. Upon retirement from the Police Department, in addition to the terminal leave provided for in the paragraph immediately preceding this, the Chief of Police shall receive the following benefits:
 - a. One (1) accumulated days' pay for each day of accumulated sick leave up to a total of forty (40) days; and
 - b. One (1) additional days' pay for each two (2) days of accumulated sick leave in excess of the forty (40) days to a total of seventy (70) days under this paragraph and paragraph a immediately preceding this paragraph; and
 - c. One (1) additional days' pay for each three (3) days of accumulated sick leave in excess of one hundred (100) days to a total of ninety (90) days under this paragraph and paragraph

a & b immediately preceding.

ARTICLE XII
INSURANCE, HEALTH, AND WELFARE

1. The Borough shall maintain medical, dental, prescription, and life insurance coverage for the benefit of the Chief of Police and his family (herein defined as a spouse or dependent) at levels of not less than those presently in effect in the current Collective Bargaining Agreement between the Borough of Westwood and the Policemen's Benevolent Association Local 206, Westwood Unit. The Borough shall have the right to change insurance coverage so long as it is substantially similar to, or improved upon, the benefits currently provided. At no time shall the Chief of Police receive less medical insurance coverage than that which is received by any other member of the Police Department. All insurance coverage provided to the Chief of Police by the borough shall be terminated upon the Chiefs' retirement.
2. The Chief of Police shall contribute towards the costs of medical insurance coverage the amount required by the laws of New Jersey.
3. The Borough shall supply the Chief of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. The selection of an attorney may be made by the Chief of Police, subject to the approval of the Borough, and such approval shall not be unreasonably withheld by the Borough. The Borough shall similarly be responsible for indemnification and counsel in connection with all claims, including compensatory and punitive damages, for actions filed subsequent to the expiration of this agreement, which arise out and are within the scope of his employment with the Borough.
4. The Borough shall provide the Chief of Police with a life insurance policy in the amount of one hundred thousand Dollars (\$100,000.00).

ARTICLE XIII
CLOTHING MAINTENANCE

1. The Borough shall replace any clothing or personal items damaged or destroyed in the line of duty or reimburse the Chief of Police for the cost of replacing such items, provided reasonable replacement costs are mutually agreed to between the Borough and the Chief of Police.
2. It shall be left to the professional discretion of the Chief of Police as to when he should wear formal or informal uniform or plain clothes.

ARTICLE XIV
POLICE VEHICLE

1. The Borough agrees to supply the Chief of Police with an unmarked automobile to be used for police work. The make and model of the automobile shall be determined by the Borough. However, it shall be a full-sized, four-door vehicle and shall be equipped with such equipment as is needed for police work.
2. The Chief of Police shall be permitted to use the car for his limited personal use within a two (2) hour response range from the Borough. Beyond a two (2) hour response time from the Borough, a mileage logbook will be maintained for tax purposes. The logbook, which will be submitted annually to the Appropriate Authority, will contain the following information:
 - a. Date
 - b. Purpose of Travel
 - c. Journey (to and from)
 - d. Odometer reading (start, end, and distance in miles)
 - e. Total miles (whether business or private)

There shall be no limit on the use of the automobile for police work or anything associated with police work, other than required by law or Rules and Regulations of the Department, such as

attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Chief of Police.

3. The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs, except when the vehicle is used for the Chief of Police's personal use, at which time the Chief of Police shall be responsible for the cost of gasoline.
4. The automobile shall not be used by anyone other than the Chief of Police, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.
5. The Chief of Police shall be permitted to have passengers in his vehicle at his discretion.
6. However, the Chief of Police may not respond to any emergency with a civilian passenger in the vehicle.

ARTICLE XV **SALARY**

1. Effective January 1, 2024, the Chief of Police shall receive a base salary set at \$235,900 through direct deposit with the opportunity for a merit increase of 1.00% in accordance with the Borough's Merit Raise Program. There will be no additional increases for 2024. Such a salary is inclusive of all longevity payments.
2. Effective January 1, 2025, the Chief of Police shall receive a 3.5% increase in base salary through direct deposit with the opportunity for a merit increase of 1% on or before July 1st, in accordance with the Borough's Merit Raise Program. Such a salary is inclusive of all longevity payments.
3. Effective January 1, 2026, the Chief of Police shall receive a 3.5% increase in base salary through direct deposit with the opportunity for a merit increase of 1% on or before July 1st, in accordance with the Borough's Merit Raise Program. Such a salary is inclusive of all longevity payments.
4. Effective January 1, 2027, the Chief of Police shall receive a 3.5% increase in base salary through

direct deposit without the opportunity for a merit increase of 1% on or before July 1st, in accordance with the Borough's Merit Raise Program. Such a salary is inclusive of all longevity payments.

ARTICLE XVI

BOROUGH HALL CLOSINGS

On days that the Administrative Staff in Borough Hall have been allowed a delayed opening, an early closing or a snow day that Borough Hall is closed, the Chief of Police shall also be afforded those days or hours off without penalty against the Chief's accrued time off.

ARTICLE XVII

PENSION

The Borough shall continue to provide pensions and retirement benefits to the Chief of Police pursuant to the provisions of the Laws of the State of New Jersey. Such pension payments are to be based on the base annual salary of the Chief of Police plus all other forms of compensation that are included into each pay period.

ARTICLE XVII

EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

1. Upon agreement with the Appropriate Authority, the Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar, meeting, conference, training or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, the Bergen County Police Chiefs' Association, the New

Jersey State Police, the Federal Bureau of Investigation, the Federal Bureau of Investigations National Academy Association or any other educational program of a management or supervisory nature. In no event shall the Borough be required to pay or reimburse the Chief of Police for expenses of any class, course, school, or educational program unrelated to police activities.

2. The Borough agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference, the Federal Bureau of Investigations National Academy Association's Conference and the annual International Association of Chiefs of Police Conference. If the Chief of Police attends a conference at Borough expense, the Chief of Police shall provide the Borough with proof of expenses for attending such conference, by way of receipts or vouchers. The expenditure for all the above-named training events shall not exceed two thousand dollars (\$2,000.00) per annum. Any overage shall be approved by the Appropriate Authority prior to registering for the training event.
3. The Borough also agrees to pay for the Chief of Police's dues for membership in the Bergen County Police Chiefs' Association, the New Jersey State Association of Chiefs of Police, the FBI National Academy Association and the International Association of Chiefs of Police.
4. The Borough agrees to grant time off while attending any meeting of the above-named associations.
5. The Chief of Police shall be entitled to expense reimbursement while attending training where there is an overnight stay away from home. The reimbursement rate shall be that granted under the Federal Government Services Administration (G.S.A.) reimbursement rates for expenses incurred for departmental travel. This is inclusive of the daily lodging rate should the department not be able to book the accommodation and the M&IE (Meals and Incidental Expenses) rates based on time of year and zip code as outlined in the GSA reimbursement schedule.

ARTICLE XVIII **MISCELLANEOUS PROVISIONS**

To the extent that the Borough enters into an employment and/or a collective bargaining agreement with any police or superior officer during the life of this contract which provides for a greater benefit than that

set forth herein (e.g., higher clothing maintenance allowance, vacation time, etc.), the Borough agrees to re-open negotiations for this limited purpose. However, this does not affect the Chief's salary.

ARTICLE XIX
SEVERABILITY AND SAVINGS

If any provision of this agreement, or any application of this agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX
FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XXII
CELLULAR PHONE

The Borough shall provide the Chief of Police with a Borough issued cellular phone for use in connection with department business.

ARTICLE XVIII
PRIVATE DUTY

1. The Chief of Police shall not be eligible for departmental overtime.
2. The Chief of Police shall be eligible to work private duty overtime under the following conditions.
The Chief shall be eligible to be called for private duty details prior to the private duty detail being offered out of town. The Chief of Police shall be called after the collective bargaining unit

members have declined the work. The Chief of Police may work private duty details out of the confines of the Borough of Westwood. The Chief shall be entitled to a 4 hour minimum recall for any private details.

3. Private "outside duty detail overtime rate" shall be calculated at the rate of time and one half of the hourly rate of the Chief of Police.
4. If and when the Chief of Police is working a private duty detail and an emergency requiring the Chief's presence occurs, the Chief of Police will be required to get detail coverage in order that he may respond to said emergency.
5. The provisions of this Article XVIII will require annual approval for the succeeding year from the Appropriate Authority. Denial by the Appropriate Authority is required to be for just cause.

ARTICLE XXIV **POLICE LICENSING**

Should the State of New Jersey require police licensing or similar certification, irrespective of its name or title, at any point during the time of this contract, any and all costs associated with obtaining, maintaining, or continuing said license, shall be borne by the Borough.

ARTICLE XXV **UPON RETIREMENT**

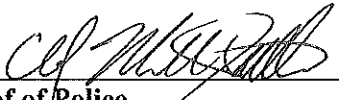
Upon retirement, the Chief of Police shall be issued his duty firearm, at no cost from the Borough of Westwood, so long as he is permitted to legally possess and own a firearm under New Jersey State Law. The transfer of same shall occur through a NJ Licensed Firearms Dealer.

It is agreed that upon retirement that the Chief of Police may elect to receive his terminal leave payment in a time schedule of his choosing. However, should the payment exceed \$60,000, such payment shall be received over, at minimum, a three (3) year period.

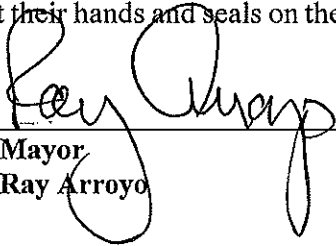
ARTICLE XXVI
TERM AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of January 1, 2024, and shall remain in effect through, and including, December 31, 2027. Upon the expiration of this agreement all the benefits, terms and conditions of this agreement shall remain in force until such time a successor agreement is agreed to by the Chief of Police and the Borough.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

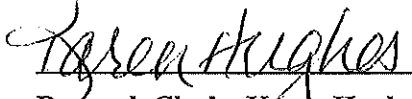


Chief of Police
Michael R. Pontillo



Mayor
Ray Arroyo

Witness:



Borough Clerk, Karen Hughes
Date: 2/20/24