

AGREEMENT
between the
TOWNSHIP OF WEST ORANGE
and
CHIEF OF FIRE NICHOLAS GILLO
JULY 1, 2026, through JUNE 30, 2029

RECITALS

This AGREEMENT made effective as of the 1st day of July 2026, between the TOWNSHIP OF WEST ORANGE, a municipality in the County of Essex, State of New Jersey, hereinafter referred to as the "TOWNSHIP," and Nicholas Gillo, hereinafter referred to as the "EMPLOYEE" or "CHIEF GILLO".

WHEREAS, Nicholas Gillo, the Employee, has been appointed Chief of Fire since July 1, 2026;

WHEREAS, the Township and the Employee wish to continue this relationship for the foreseeable future upon terms deemed acceptable to both parties;

WHEREAS, the parties further seek to memorialize the terms of this employment relationship in writing; and

NOW THEREFORE, the parties agree as follows:

ARTICLE I - EMPLOYMENT

The term of this agreement shall be from July 1, 2026, through June 30, 2029. The Township agrees to employ Nicholas Gillo as Chief of Fire of the Township during good behavior and in accordance with Title 40A and the New Jersey Civil Service laws in Title 11A of

the New Jersey Statutes Annotated and Title 4A of the New Jersey Administrative Code, as well as any other applicable federal, state, or local law, subject to the terms and conditions of employment set forth in this agreement.

ARTICLE II - MANAGEMENT RIGHTS

The Employee recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Township. The Township 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 by the Laws and Constitution of the State of New Jersey and of the United States, 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 – COLLECTIVE BARGAINING AGREEMENT

All rights, duties and obligations contained within the applicable collective bargaining agreement (and memoranda of agreement) between the Township and the West Orange Fire Superior Officers Association shall apply to Chief Gillo, except where modified by this Agreement. In the event of a conflict between this Agreement and the CBA, this Agreement shall control.

ARTICLE IV - RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges, economic and non-economic benefits including but not limited to the provision of Health Benefits, Prescription Plan, Dental Insurance, Paid Time Off (PTO), PFRS Pension and Accumulated Sick Time Payout at retirement which the Employee has heretofore enjoyed and is presently enjoying, shall be maintained and continued by the Township during the term of this Agreement at not less than the

highest standards in effect at the commencement of these negotiations resulting in this Agreement. The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in said Agreement as if set forth herein at length.

ARTICLE V - WORK WEEK

The Employee's position is a salaried position exempt from overtime. This shall mean that the Employee shall dedicate himself to performing his duties without respect to a specific minimum or maximum number of hours worked per day each week.

However, the Employee shall work on average a minimum of forty (40) hours per week. Time requirements for optimal job performance vary based on specific assignments, seasonal demands, and other factors. All parties endorse a policy of flexibility which allows the Employee to adjust normal working hours as conditions require to include all hours which enable the Employee to complete routine duties and to perform special duties as assigned, attend meetings as assigned, to work hours as required in order to complete critical work tasks, or to handle emergency conditions as they arise.

ARTICLE VI - COMPENSATION

The employee's 2026 annual salary as **Chief of Fire** is \$230,000, payable in weekly or bi-weekly increments as determined by the Township in its sole discretion.

The Base Salary shall increase by two and a half percent (2.5%) annually on each anniversary date of this Agreement for the duration of the contract term.

<u>Year</u>	<u>Base Salary</u>	<u>2.5% Increase</u>	<u>New Base Salary</u>
2026	\$230,000	N/A	\$230,000

2027	\$230,000	\$5,750	\$235,750
2028	\$235,750	\$5,893.75	\$241,643.75

Holiday Pay percentage of seven percent (7%) for **Chief Gillo** shall be the same Holiday Pay percentage earned by a Deputy Chief of Fire. Effective July 1, 2026, the holiday amount shall be \$16,100 which shall be paid in addition to the base salary listed above. The annual holiday pay amount shall remain fixed at \$16,100 for the duration of this Agreement and shall not be increased or adjusted as a result of any annual base salary increases.

Emergency Medical Technician Annual Stipend shall be \$4,500, which shall be included in pensionable compensation. Clothing Allowance for 2026, 2027, and 2028 shall be \$1,000 per year. Education payment for a bachelor's degree, if applicable, shall be \$1,200 annually. The Emergency Medical Technician Annual Stipend, Clothing Allowance, and Education payment amounts set forth herein shall remain fixed for the duration of this Agreement and shall not be increased, adjusted, or subject to any annual salary increases provided under this Agreement. The Emergency Medical Technician Annual Stipend, Clothing Allowance, and Education payment amounts will be distributed on July 1 of 2026, 2027 and 2028.

Total compensation for **Chief Gillo** for year one is as follows:

Base Salary:	\$230,000
Holiday Pay:	\$16,100
EMT Stipend:	\$4,500
Clothing Allowance:	\$1,000
Educational Allotment:	\$1,200
Total:	\$252,800

ARTICLE VII—AUTOMOBILE

Chief Gillo shall be provided with a municipal vehicle for use. Said vehicle shall be used for official Township business in accordance with Township of West Orange Employee Policy & Procedures Policy 6-6. The Township shall be responsible for the payment of all reasonable operating and maintenance expenses and insurance for said vehicle.

ARTICLE VIII- RETIREMENT HEALTH BENEFITS

Upon retirement with 25 or more years of creditable PFRS pension service, the **Chief Gillo** shall be provided with full health and prescription benefits at no premium cost to him or his spouse & eligible dependents from the date of his retirement until his death or until his current or future spouse's death, whichever occurs last.

Additionally, the Township will reimburse the **Chief Gillo** any Medicare premiums for Medicare Part A, Part B or Part D, including any Income Related Monthly Adjustment Amount (IRMAA) assessment made by the Social Security Administration or its successor. These benefits shall remain equal to or better than the benefits received by **Chief Gillo** and his family as of the last date of service to the Township. When **Chief Gillo** qualifies for Medicare, benefits will become secondary to Medicare while his Spouse and dependents will continue to receive full coverage until children reach the age of 26. When his spouse becomes eligible for Medicare, she will become secondary to Medicare.

ARTICLE IX – RESIGNATION OR RETIREMENT

Chief Gillo may resign or retire at any time upon 3 months' notice. Upon his resignation or retirement, the Employee shall retain all pension rights under New Jersey law and ordinances of the Township of West Orange.

ARTICLE X-DISCIPLINE

During the duration of this Agreement, **Chief Gillo** may be disciplined or suspended pursuant to applicable Civil Service rules and regulations.

ARTICLE XI- GRIEVANCE PROCEDURE

Any contractual grievance, difference or dispute arising over the application or interpretation of the terms and conditions of this Agreement shall follow the grievance procedure as defined and outlined by the Township of West Orange's policies and procedures.

ARTICLE XII - DURATION OF AGREEMENT

This Agreement shall become effective on July 1, 2026, and shall terminate on June 30, 2029, or such earlier date if mandatory retirement applies. All provisions contained herein shall be retroactive to the effective date of this Agreement.

OTHER CONSIDERATIONS

All future rights, privileges, economic and non-economic benefits bestowed upon the rank of Chief of Fire and/or any subordinate rank will automatically be made available to **Chief Gillo** without further negotiations for the life of this contract once approved by the Mayor.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of this 21st day of July, 2026.

ATTEST:

THE TOWNSHIP OF WEST ORANGE, a
Municipal Corporation in the County of
Essex, State of New Jersey

SUSAN McCARTNEY, MAYOR

ATTEST:

Chief of Fire Nicholas Gillo