

AGREEMENT

between the

TOWNSHIP OF WEST ORANGE

and

DEPUTY CHIEF OF POLICE KEVIN DALGAUER

December 1, 2025 through DECEMBER 31, 2028

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## **RECITALS**

**This AGREEMENT made** effective as of the 1<sup>st</sup> day of December, 2025, between the TOWNSHIP OF WEST ORANGE, a municipality in the County of Essex, State of New Jersey, hereinafter referred to as the "TOWNSHIP," and Kevin Dalgauer, hereinafter referred to as the "EMPLOYEE."

**WHEREAS**, Kevin Dalgauer has been appointed Deputy Chief of Police since December 1, 2025;

**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 Township agrees to employ Kevin Dalgauer as Deputy Chief of Police 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. All rights, power, and authority

possessed by the Township prior to the signing of this Agreement are retained exclusively by the Township subject only to such limitations as are specifically provided in this Agreement.

### **ARTICLE III - RETENTION OF BENEFITS**

Except as otherwise provided herein, all rights, privileges and benefits 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 IV - WORK WEEK**

The Employee's position is a salaried position compensated pursuant to Article VI of this Agreement and is 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 V - COMPENSATION**

The Employee shall be entitled to compensation as set forth in the Term Sheet annexed hereto as **Attachment A**.

#### **ARTICLE VI-HEALTH BENEFITS**

The Employee shall be entitled to health benefits as set forth in the Term Sheet annexed hereto as **Attachment A**.

#### **ARTICLE VII- MISCELLANEOUS**

Any rights set forth in the Term Sheet annexed hereto as **Attachment A** and not specifically referenced in this Agreement are hereby incorporated by reference as if set forth herein.

#### **ARTICLE VIII - RETIREMENT**

The Employee shall retain all pension rights under New Jersey law and ordinances of the Township of West Orange.

#### **ARTICLE IX - DURATION OF AGREEMENT**

This Agreement shall become effective on December 1, 2025 and shall terminate on December 31, 2028 or such earlier date if mandatory retirement applies. All provisions contained herein shall be retroactive to the effective date of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures as of this  
\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

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

\_\_\_\_\_

\_\_\_\_\_  
SUSAN McCARTNEY, MAYOR

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Deputy Chief of Police Kevin Dalgauer

## **Attachment A**

**DEPUTY CHIEF OF POLICE DALGAUER**  
**TERM SHEET FOR EMPLOYMENT CONTRACT**

**TERM**

The term of this agreement shall be from December 1, 2025 through December 31, 2028.

**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 **Deputy Chief of Police Dalgauer** 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.

**MONETARY COMPENSATION**

- a. Base Salary for the **Deputy Chief of Police Dalgauer** shall be the same base salary earned by a Police Captain plus an additional 24%.
- b. Longevity for the **Deputy Chief of Police Dalgauer** shall be paid consistent with the Township's Policy and Procedure Manual in effect as of the signing of this agreement.
- c. Holiday Pay percentage for the **Deputy Chief of Police Dalgauer** shall be the same Holiday Pay percentage earned by a Police Captain.
- d. Police Officer Annual Stipend, Clothing Allowance, and College Credits for the **Deputy Chief of Police Dalgauer** shall be the same as earned by a Police Captain.

**RETIREMENT HEALTH BENEFITS**

Upon retirement with 25 or more years of creditable PFRS pension service, the **Deputy Chief of Police Dalgauer** 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 **Deputy Chief of Police Dalgauer** 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 the **Deputy Chief of Police Dalgauer** and his family as of the last date of service to the Township. When **Deputy Chief of Police Dalgauer** qualifies for Medicare, benefits will become secondary to Medicare while his Souse and dependents will continue to receive full coverage until children reach the age of 26.

When his spouse or disabled children become eligible for Medicare, they will become secondary to Medicare. Child Dependents who are disabled before aging out will retain coverages until the death of the **Deputy Chief of Police Dalgauer** and his Guardian spouse, whichever occurs last.

### **OTHER CONSIDERATIONS**

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