

EMPLOYMENT AGREEMENT

BETWEEN

**BOROUGH OF OLD TAPPAN
BERGEN COUNTY, NEW JERSEY**

AND

**KATHRYN WEAVER
TO SERVE AS
OLD TAPPAN CHIEF OF POLICE**

DATED: MAY 18, 2026

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ARTICLE 1. RECOGNITION

THIS AGREEMENT ("Agreement") entered into this 18th day of May, 2026 by and between:

the BOROUGH OF OLD TAPPAN a municipal corporation in the County of Bergen, New Jersey hereinafter referenced as "Borough" or "Employer" and
KATHRYN WEAVER, hereinafter referenced as the "Chief of Police"

The parties hereby established the following terms and conditions of employment for the position of Chief of Police. This agreement represents the complete and final understanding of all bargaining issues between the Borough and the Chief of Police.

ARTICLE 2. 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 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 3. 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 OLD TAPPAN, 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 authority as she may deem necessary for the efficient operation of the force to be exercised under her direction and supervision; and
- E. Prescribe the duties and assignments of all subordinates and other personnel.
- F. The Chief shall personally attend the following events: Mayor & Council meetings as requested, Mayor & Council Reorganization Meeting, Memorial Day Parade & Ceremony, and Old Tappan Town Day.

ARTICLE 4. WORK WEEK

- A. The Chief of Police shall spend sufficient time at her job to ensure the smooth and responsible operation of the Police Department over which he/she has supervisory control. The Chief of Police shall work at least thirty-five (35) per week.
- B. The Chief shall, within reason, endeavor to make herself available on a 24-hour basis via cellular telephone and/or email. The Borough and the Chief acknowledge and agree that the Chief shall endeavor to keep regular office hours to the best of her ability and that there will be times when the keeping of regular office hours will not be feasible or possible.
- C. The Chief, if requested by the governing body, will make herself available to attend any meetings of the Governing Body of the Borough of Old Tappan.



- D. The Chief of Police shall not be entitled to any overtime compensation, and/or paid compensatory time for her services as Chief of Police.
- E. The Chief of Police shall not be permitted to work any outside other duty details that are compensated by outside vendors or contractors.

ARTICLE 5. POLICE VEHICLE

The Chief of Police shall have the use of an unmarked, fully equipped police department vehicle on a (24) twenty-four-hour basis (the Chief of Police is on call 24 hours a day), the cost of which is to be borne by the Borough. The make and model of the automobile shall be determined by the Borough. However, it shall be a full-sized, four-door car/SUV and shall be equipped with such equipment as is needed for police work.

There shall be no limit on the use of the automobile for police work, or anything associated with police work, such as attending meetings, training, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Chief of Police.

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.

The automobile shall not be driven by anyone other than the Chief, except that the Chief may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

ARTICLE 6. SICK LEAVE

- A. The Chief of Police shall be entitled to unlimited sick leave, which 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.
- B. Earned Sick Leave (PTO): Employer will provide up to 40 hours of paid sick leave annually, accrued at 1 hour for every 30 hours worked. Any unused PTO will be forfeited at the end of the year and/or upon termination. PTO time can be used for personal, or family illness, medical appointments, school meetings, or issues related to domestic/sexual violence. Signed documentation for time used is required by employer.
- C. In the event the Chief of Police requires leave not due to any of the above-stated reasons, she may request and shall be granted a leave of absence, with full pay.
- D. If the Chief of Police is absent from work on sick leave or is unable to report for duty for (3) three or more consecutive working days, the Borough may require the Chief of Police to submit acceptable medical evidence substantiating the need for sick leave.
- E. The term "Immediate Family" for the purposes of this Article shall include the following:
 - 1. Spouse
 - 2. Parent
 - 3. Stepparent
 - 4. Child



ARTICLE 7. INJURY LEAVE

- A. In the event the Chief of Police becomes disabled by reason of work-related injury or illness and is unable to perform her duties, then, in addition to any sick leave benefits otherwise provided for in this agreement, the Chief of Police shall be entitled to full pay for a period for up to (12) months. If the Chief of Police exercises this right, she shall surrender to and deliver any workman's compensation salary payments to the Borough in order to receive her entire salary payment.
- B. When injured while working, whether slight or severe, the Chief of Police must make an immediate report, if practicable, to the Borough Administrator prior to the end of the shift in which the injury occurred. Failure to report any injury may result in the failure of the Chief of Police to receive compensation under this Article.
- C. 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 she 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.
- D. If the Borough does not accept the certificate or report of the physician designated by the Borough Administrator, 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.
- E. 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's physician, then the Borough and the Chief of Police shall mutually agree upon a third-party physician, who shall then examine the Chief of Police. The cost of the third-party physician shall be borne equally by the Borough and the Chief of Police. The determination of the third-party physician as to the Chief of Police's fitness to return to active duty shall be final and binding upon the parties. In the event that this physician also certifies the Chief of Police fit to return to active duty, any injury leave benefits granted under this Article shall be terminated.

ARTICLE 8. BEREAVEMENT LEAVE

In the event of a death in the Chief of Police's immediate family (herein defined as either a spouse, parent, stepparent, grandparent, sibling, child, grandchild, parent-in-law, daughter-in-law or son-in-law) or any other relatives residing in the Chief of Police's residence, the Chief of Police shall be granted time off, without loss of pay, commencing upon the notification of death and ending no later than (3) three consecutive calendar days after the funeral.

ARTICLE 9. VACATIONS

- A. The Chief of Police shall be entitled to (25) days paid vacation time annually as per Borough policy.
- B. In the event that during the course of any year the Chief is unable to utilize or schedule her vacation time due to a lack of supervisory officers to assume control or responsibility of the police department during her vacation time then the Chief, at her discretion, shall be permitted to carry a maximum of 5 unused vacation days into the next year to be used in the first quarter of the year.



- C. The Chief shall be entitled to schedule her vacation time, provided that the Chief shall not take vacation leave until she has ensured that supervisory officers are available to assume control of, and responsibility for, the operation of the Police Department. In addition, the Chief shall not schedule her vacation time during any time period where planned events shall require the presence of the Chief as set forth in Article 3.
- D. The Chief of Police shall be entitled to schedule vacation time but shall not be on vacation for more than two consecutive weeks and no more than two weeks in any thirty-day period. The Chief of Police may request that the Appropriate Authority grant approval to extend said vacation time periods prior to the vacation being taken.

ARTICLE 10. HOLIDAY TIME

- A. The Chief of Police shall adhere to the holiday schedule pursuant to the Borough of Old Tappan handbook.
- B. If the Chief of Police works on any of the recognized Borough holidays, the Chief shall be entitled to a day off, which must be taken during the calendar year in which the holiday work occurred. Said time shall not be accumulated.

ARTICLE 11. PERSONAL DAYS

- A. The Chief shall annually be entitled to three (3) personal days. The Chief shall not be entitled to any cash compensation from the Borough in the event that the Chief fails to utilize these personal days. Any personal days not utilized by the end of the calendar year shall be forfeited by the Chief.

ARTICLE 12. INSURANCE, HEALTH, AND WELFARE

- A. The Borough shall maintain medical insurance coverage for the benefit of the Chief of Police and her family (herein defined as a spouse or eligible dependent) at levels of not less than those presently in effect. The Borough shall have the right to change insurance coverage if it is substantially similar to, or improved upon, the current benefits provided. At no time shall the Chief of Police receive less medical, dental coverage and/or vision insurance than that which is received by any other member of the Police Department.
- B. Upon retirement, or separation from service of the Borough, the Chief of Police shall be entitled to all health insurance benefits and limitations as set forth currently in the Borough ordinances relating to Department Heads.
- C. The Borough shall supply the Chief of Police with necessary legal advice and counsel in the defense of charges filed against her in the performance of her/her 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 after the expiration of this agreement.
- D. The Borough acknowledges that at the current time the Chief of Police is utilizing her spouse's insurance coverage and that the Chief currently receives, and shall continue to receive, a five thousand (\$5,000.00) dollar annual supplemental in lieu of insurance coverage. The Borough



further acknowledges that the Chief of Police may choose to be covered by the Borough's insurance plan at any time, and that such coverage shall include herself, her spouse and any and all eligible dependents at any time and that the Chief of Police shall receive the exact same coverage as the other members of the Old Tappan Police Department.

ARTICLE 13. CLOTHING ALLOWANCE

- A. The Employer agrees to furnish the Chief of Police with the required uniforms, including uniform shoes, and shall replace same, or any part thereof, which has been damaged, within thirty (30) days notification of same by the Employee, all pursuant to present practice.
- B. The Employer agrees to pay each Employee covered by this Agreement an annual uniform cleaning allowance of \$400.00 per year.

ARTICLE 14. SALARY

Commencing January 1, 2026, the annual salary of the Chief of Police shall be two-hundred and twenty-five thousand (\$225,000.00) dollars. Beginning on January 1, 2027, the Chief of Police's annual salary shall be two-hundred and thirty-two thousand (\$232,000.00) dollars.

ARTICLE 15. EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

- A. The Chief of Police shall be permitted to attend and be compensated for, at her regular salary, any school, seminar and/or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigations, Rutgers Center for Government Services, or any other educational program of management or supervisory nature, provided same is approved, in advance, by the police committee.
- B. The Borough agrees to grant time off, including travel time, and pay all associated reasonable expenses for the Chief of Police to attend training conferences which are approved in advance by the police committee.
- C. The Borough also agrees to pay for the Chief of Police's dues for membership in the County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, the International Association of Chiefs of Police, and the FBI National Academy Associates

ARTICLE 17. SEPARABILITY 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 or competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected and shall continue in full force and effect.

ARTICLE 18. FULLY BARGAINED PROVISION

The Agreement represents and incorporates the complete and final understanding and settlement by the parties on all issues that 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 of the parties at the time the negotiated or signed this Agreement.

ARTICLE 19. RETIREMENT

1. Upon completion of employment by retirement, the Chief of Police shall notify the Borough in writing of her intention to retire. Such notification shall be given (120) one hundred twenty days prior to the effective date of retirement. This notification is for budgeting and personnel planning purposes and is non-binding.
2. Pursuant to Borough Ordinance and after having completed twenty-five (25) years of continuous full-time service to the borough, the Chief of Police, upon retirement, shall continue to receive medical benefits from the borough including, where applicable, medical benefits for the spouse of the Chief of Police, until the Chief of Police attains the age of 65, subject to the Chief paying the applicable contribution under Chapter 78 of the laws of the State of New Jersey

ARTICLE 20. CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All employment conditions not covered by this AGREEMENT shall continue to be governed, controlled, and interpreted by reference to either Borough Ordinances, or Rules and Regulations of the Police Department for the Borough and any present or past benefits which the Chief customarily enjoys, but that have not been specifically included in this AGREEMENT, shall be continued.

ARTICLE 21. TERM AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of this 18th day of May 2026 and shall remain in effect to, and including, December 31, 2027. This contract will remain in force until such time as it is re-negotiated by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as the Borough of OLD TAPPAN, New Jersey, this 18th day of May 2026.

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



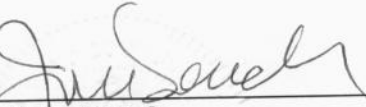
Kathryn Weaver

Chief of Police Borough of Old Tappan



Thomas Gallagher, Mayor

On Behalf of the Borough of Old Tappan



Jean Donch

Clerk, Borough of Old Tappan

Dated: 5/18/26

