

TOWN OF WEST SENECA



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TOWN SUPERVISOR
SHEILA M. MEEGAN
TOWN COUNCIL
EUGENE P. HART
WILLIAM P. HANLEY, JR.

To: The Honorable Town Board

From: John J. Fenz, Esq.
Town Attorney

Date: December 17, 2015

Re: Employment Agreement with the
Chief of Police and Assistant Chief of Police

Kindly authorize the Supervisor to execute the necessary documents to enter into the above-referenced Agreement with the Chief of Police and the Assistant Chief of Police.

AGREEMENT
CHIEF OF POLICE AND
ASSISTANT CHIEF OF POLICE

THIS AGREEMENT, entered into this ___ day of December, 2015, by and between the Town of West Seneca, New York (the "Town"), a municipal corporation organized and existing under the laws of the State of New York, with offices located at 1250 Union Road, West Seneca, New York, Daniel M. Denz, West Seneca Chief of Police (the "Chief of Police"), and Michael B. Boehringer, West Seneca Assistant Chief of Police (the "Assistant Chief of Police") (collectively the "Parties").

WHEREAS, it is the intent and purpose of the Parties, by entering into this Agreement to promote harmonious and cooperative relationships between the Town Board, the Chief of Police and Assistant Chief of Police; and

WHEREAS, it is also the intent and purpose of this Agreement to protect the public by assuring, at all times, the order and functions of government and public safety are uninterrupted.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. Beginning January 1, 2016 and ending on December 31, 2017, the base salary of the Assistant Chief of Police shall be ten (10) percent greater than the base salary of the first subordinate police officer position to the Assistant Chief of Police (Police Captain), in the Town of West Seneca Police Department.
2. Beginning January 1, 2016 and ending on December 31, 2017, the base salary of the Chief of Police shall be fifteen (15) percent greater than the base salary of the Assistant Chief of Police in the Town of West Seneca Police Department.
3. Thereafter, at any such time as the base salary of the first subordinate police officer position to the Assistant Chief of Police (Police Captain) shall increase pursuant to the collective bargaining agreement between the Town and the West Seneca Police Benevolent Association, Inc., the base salary of the Chief of Police and Assistant Chief of Police shall be adjusted pursuant to the terms set forth in paragraphs 1 and 2.
4. Additional compensation other than the base salary of the Chief of Police and Assistant Chief of Police shall be maintained to the same extent and upon the same conditions as additional compensation of the first subordinate police officer position to the Assistant Chief of Police (Police Captain), in the Town of West Seneca Police Department

pursuant to the collective bargaining agreement between the Town and the West Seneca Police Benevolent Association, Inc.

5. Additional compensation shall be defined by the collective bargaining agreement between the Town and the West Seneca Police Benevolent Association, Inc., except that overtime or shift differential pay shall not be considered as base salary or additional compensation unless by resolution, ordinance, or special local law the municipality elects to include these items of compensation within the benefit package of the Chief of Police or the Assistant Chief of Police.
6. This contract may be amended in future years to coincide with the term of collective bargaining agreement between the Town and the West Seneca Police Benevolent Association, Inc.
7. This Agreement contains the entire agreement between the parties. All prior negotiations, statements or representations are merged herein. The parties acknowledge that they have have not made or relied upon any representations, statements or agreements except those specifically set forth herein.
8. No modification, waiver or termination of any of the terms and provisions of this Agreement is binding between the Town, the Chief of Police and the Assistant Chief of Police unless the same is in writing and signed by a duly authorized representative of the Town and the Chief of Police and Assistant Chief of Police.
9. Any provision of this Agreement requiring legislative action to permit its modification, implementation by amendment of law or by providing additional funds therefore shall not become effective until the appropriate legislative body has given approval.
10. If any provision of this Agreement shall be declared illegal, or an unfair labor practice by reason of an existing or subsequent enacted legislation, or be decree of a court of competent jurisdiction, or by the decision of any authorized governmental agency, then such invalidation shall not invalidate the remaining portions thereof, it being understood that the remaining portions shall remain in full force and effect. Within twenty (20) days after a provision is declared to be illegal, or an unfair labor practice, the Town, through the Town Board, and the Chief and Assistant Chief shall meet for the purpose of negotiating substitute terms which would overcome the provision determined objectionable.
11. This Agreement shall be binding upon the Parties' heirs, successors and assigns.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed in triplicate on the first day written above.

TOWN OF WEST SENECA

By: _____

Title: _____

DANIEL M. DENZ
WEST SENECA CHIEF OF POLICE

MICHAEL B. BOEHRINGER
WEST SENECA ASSISTANT
CHIEF OF POLICE
