



Town of West Seneca

TINA M. HAWTHORNE
TOWN ATTORNEY
thawthorne@twyny.org

MEMO

To: The Honorable Town Board

From: Tina M. Hawthorne, Town Attorney

Date: September 1, 2021

Subject: Agreement with Assistant Chief of Police

Please see the attached Agreement for review and approval between the Assistant Chief of Police and the Town of West Seneca. Kindly authorize the Supervisor to execute the attached Agreement.

EMPLOYMENT CONTRACT
FOR
WEST SENECA ASSISTANT CHIEF OF POLICE

THIS AGREEMENT, entered into this _____ day of _____, 2021, 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, and William J. Leitzel, West Seneca Assistant Chief of Police (the "Assistant Chief of Police").

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 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. This Agreement shall begin on August 10, 2021 and shall end on December 31, 2025.
2. Beginning on August 10, 2021, the base salary of the Assistant Chief of Police shall be \$123,258.76.
3. Any such time as the base salary of a Police Captain shall increase pursuant to the PBA collective bargaining agreement between the Town and the West Seneca Police Benevolent Association, Inc, the base salary of the Assistant Chief of Police shall be increased in the same manner.
4. Additional compensation, other than the base salary of the Assistant Chief of Police, shall be maintained to the same extent, with the same conditions as all other compensation received by a Police Captain in the Town of West Seneca Police Department pursuant to the collective bargaining agreement between the Town of West Seneca and the West Seneca Police Benevolent Association, Inc.
5. Additional compensation shall be defined by the collective bargaining agreement between the Town of West Seneca 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 Assistant Chief of Police.
6. This Agreement may be amended in future years to coincide with the term of collective bargaining agreement between the Town of West Seneca 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 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 are binding between the Town and the Assistant Chief of Police unless the same is in writing and signed by a duly authorized representative of the Town and the 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 shall not become effective until the appropriate legislative body has given approval.
10. If any provisions 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 government agency, 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 Assistant Chief of Police 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 assignors.

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: _____

Gary A. Dickson

Title: Supervisor

By: _____

William J. Leitzel

Title: West Seneca Assistant Chief of Police