

The Town of Ulster Department Head Employment Agreement

Agreement Date: September 9, 2024

Department: Building Department

Department Head: Warren Tutt, Building Inspector

Appointment: Department Heads are appointed by the Town Board, in accordance with Rules for Classified Civil Service of Ulster County.

Compensation: **\$92,000.00** per year, as of January 1st, 2025.

Salary Schedule: Effective January 1, 2026 – 3% increase over the 2025 salary. A total of 2080 hours will be used for the purposes of calculating the Department Heads rate of pay, based on an 8-hour workday and a 40-hour workweek, 52 weeks per year.

Longevity:

The Town of Ulster will provide a sum of two hundred seventy-five dollars (\$ 275.00) per year starting after the completion of the fifth (5th) year of service (anniversary date) to be awarded on January 1st of next year. The date of the longevity provision will be calculated the following January for the past calendar year.

Longevity Pay: Will be paid as entitled in a lump sum at the beginning of each year.

General Agreement:

Rights of the Town:

Except as otherwise specifically provided in this agreement, the Town shall have the customary and usual right, powers and functions to direct the department head, to hire, promote, suspend and to take disciplinary action and to otherwise take whatever actions are necessary to carry out the mission of the Town pursuant to the existing practices unless altered by this agreement.

Miscellaneous Benefits:

- 1) The Town agrees that the department head will be reimbursed at Internal Revenue Service mileage subsistence, for driving their own vehicles on Town business.
- 2) The employer shall continue to provide paid lunch period for the department head as in the past. In an emergency situation, the Town may find it necessary to postpone the regular lunch period.
- 3) The department head where required by the Town or where required by law to attend in-service training programs, workshops or education during working hours, shall be



granted approved leave with pay. The Town shall continue to pay for required contact hours and other in-service training programs so that the affected department head maintains their operator's licenses. The cost of any license or certification to perform duties for the Town of Ulster and for any training and education required by the Town of Ulster as a requirement for employment shall be paid for by the Town. If the department head does not complete the course the department head shall reimburse the Town for the cost of the course, unless excused by the Town Board for just cause. All courses and training must be approved by the Town which approval shall not be unreasonably denied.

- 4) A department head participating in local volunteer Fire and Ambulance Corps shall be allowed time off with pay to participate in any emergency calls. Employees participating shall have an obligation to notify the supervisor's office prior to taking time off.
- 5) The program of OSHA- required physical exams shall continue.
- 6) Flex-time is governed by the mutual need and consent of the Supervisor, Town Board and the department head. The department head may request a change to their regularly scheduled hours of starting and finishing work. Such request is subject to the approval or denial of the Supervisor and Town Board.

Holidays:

Legal holidays with pay shall include:

New Year' s Day (1/1)
Martin Luther King, JR.' s Birthday
President' s Day
Good Friday
Memorial Day
Juneteenth
Independence Day (7/ 4)
Labor Day
Columbus Day
Election Day
Veteran' s Day (11/ 11)
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day (12/ 25)
Easter Sunday— for the department head is required to work it.

When such a holiday falls on a Saturday, the department head shall be granted the preceding Friday off and when a holiday falls on a Sunday, the following Monday shall be given off as the paid holiday will not be grieved.

The Supervisor and Town Board may also request a change to the regularly scheduled hours of starting and finishing work for the department head. Such a request is subject to consultation with the department head. Work must start within 2 hours of the regular department workday.

The department head has a basic work week of Monday thru Friday, if one of these holidays falls on a Saturday, any time worked on the preceding Friday will be paid at time and one-half plus the holiday pay and time worked on the Saturday holiday will be paid at the usual holiday rate of double time and one- half.



Vacation time:

- 1) The Supervisor and Town Board shall not unreasonably deny the department head's request to use vacation, personal or compensation time if the request will not impact the workday.
- 2) An annual vacation is considered the right of the department head. Vacation time is awarded on January 1st for one year to follow. Credit years are calculated on hire anniversary date. The anniversary date is based upon the date of their Permanent Full-Time employment. The vacation plan outlined as follows remains in effect during the life of this agreement:

On 1st anniversary up to and including 4 years of employment 15 days per year.

On 5th anniversary up to and including 11 years of employment 20 days per year.

On 12th anniversary up to and including 19 years of employment 25 days per year.

On 20th anniversary up to and including 25 years of employment 30 days per year.

On 26th anniversary Additional one- half day per each year.

- 3) If a holiday(s) falls within the vacation period of a department head, the department head's vacation time shall be credited as the holiday(s) that fall within such period.
- 4) The department head shall be allowed to accrue up to 50 days of vacation time plus any bonus vacation time awarded. Any vacation accruals must be paid to the department head at the rate of current pay in effect at the time of the payment. Buyouts of vacation time shall be limited to 7 days per year.
- 5) The department head shall be paid, upon request, for scheduled vacation time in advance prior to taking vacation leave. Payment to be made in the payroll immediately preceding the vacation leave with two weeks' notice by the department head to payroll.

Disability and Health Insurance:

Disability Insurance: The employer shall provide and pay 100 percent of the cost of New York State Disability Insurance for the department head covered under the agreement in addition to the employees' existing sick leave benefits. In an instance where an department head wants to diminish the loss of sick leave, the department head shall turn over to the employer, the weekly disability check and in return, the employer shall credit the department head with that portion of the sick leave used in each week which is paid for by the department head's disability check.

Health Insurance: The employer agrees to maintain the present level of medical and dental coverage for department head and eligible dependents and is prohibited from reducing the quality or increasing the department head's cost of the plan.



Effective January 1, 2025, the department head will contribute, pretax, \$2,200 per year towards the family health insurance premiums or \$1,100 for the individual coverage and the Town shall pay the balance of the health insurance premiums.

Leaves:

Maternity Leave: A pregnant department head, employed by the Town for 26 weeks or more, shall be granted a leave of absence without pay for a period of up to 12 months. The department head shall report to the Supervisor and Town Board the existence of pregnancy not later than the fourth month. The Supervisor and/or the Town Board and the department head shall decide when the leave shall begin and the length of the leave. The department head may continue to work up to the ninth month of pregnancy if the department head desires. However, the department head must provide the employer with a physician's statement of physical fitness to continue to work beyond the sixth month. The department head shall be allowed to reduce the twelve-month period of leave or other designated period by using any or all of her earned leave credits. A physician's statement shall be required prior to the return of the department head to duty.

Military Leave: The department head covered under this agreement called to active duty who are in the Reserves or National Guard or those who have enlisted or are subject to call by the Draft Board shall receive a military leave of absence. Upon return from duty, the department head shall be given back the job or position left. The department head will receive their regular pay and other benefits in accordance with NYS and/ or Federal Military Law.

Bereavement: In the event of a death in the immediate family, a department head shall be allowed four (4) bereavement days with pay for each such death. The immediate family shall be defined as: husband, wife, son, daughter, mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, brother-in-law, sister-in-law, grandchildren, stepchildren or any person residing in the immediate household of the department head. In the event of the death of an aunt or uncle, a department head shall be allowed one (1) bereavement day with pay for such death, limited to one death per calendar year. The employer may request the department head to submit proof for the purposes of payment under this provision.

Jury Duty and/or Court Appearance:

On proof of the necessity of jury services or appearances as a witness to subpoena or other order of the court the department head shall be granted a leave of absence with pay with no charge against leave. The department head shall be entitled to the difference between the daily pay, less fees received as a witness or juror. Mileage fees are retained by the department head.

Other circumstances not covered in this section will be at the discretion of the Supervisor and Town Board, subject to Town Board approval.

Retirement Benefits: Eligibility for the town provided Post-Retirement Healthcare Insurance at no cost to the retiree is defined as follows:

- Upon receiving a NYS Pension at age 55 or later and with 30 years or greater of service to the town
- Upon receiving a NYS Pension at age 62 or later and with 10 years or greater of service to the town



- Retirement is defined by retiring from the town with a New York State pension.

Job descriptions: Each Department Head will be provided with a written job description specific to their assigned department.

Legal Counsel: The Department Heads will be provided, by the town, legal counsel at no expense for Civil matters that may arise from the scope of work required by their job and this agreement while employed by the Town of Ulster. The matter will be referred to the Town's insurance carrier. The insurance carrier may reserve the right to choose the attorney who will represent the Town and or Department Head.

Compensatory Time: Compensatory Time will be on an hour for hour basis regardless of the time of day, day of the week or holiday, for emergency call outs that occur after an eight-hour workday or 40-hour workweek. Department Heads who do not respond to emergency call outs, who work in excess of a normal 40-hour work week will be compensated on an hour-for-hour basis.

Personal Leave/Days: The department head shall be credited with four (4) personal leave days on January 1st of each year.

January 1st through March 31st 4 days

April 1st through June 30th 3 days

July 1st through September 30th 2 days

October 1st through December 31st 1 day

Personal leave shall be submitted to the Supervisor or Town Board, except for an emergency, and shall not be unreasonably denied.

Unused personal days shall be converted to unused sick time and added to the accumulated total.

Accumulated Vacation Time: Department Heads shall be permitted to accumulate 50 days of vacation time, which may be carried over from year to year. For any accumulated vacation days above 50, the Department Head will be compensated on their current salary. Any request for payment shall be made to the Supervisor's office by January 31st, each year. At the time of termination for any reason (including death) all unused accumulated sick, personal, and vacation time, will be paid to the Department Head or designated beneficiary within 15 days. The designated beneficiary must be on file with the Supervisor's office.

Accumulated Sick Time: Department Heads shall be able to accumulate 15 Days per year and accumulate up to 150 unused sick days. Sick days in excess of 150 will be paid in full to the Department Head at their current salary rate within 30 days of a formal written request to the Supervisor's office.

Clothing Allowance: If not using town issued uniforms, a \$500 per year Lump Sum (Paid in March)



Time Accounting: The department head will maintain records in accordance with the Town's Time and Attendance Policy.

Vehicle: Town Vehicle to be provided and maintained by the Town, subject to personal use limitations.

Cellphone: Town provided iPhone

Probationary Period: In accordance with Rules for Classified Civil Service of Ulster County

Circumstances not covered by this agreement: Circumstances not covered by this agreement be applied and enforced at the discretion of the Town of Ulster Board.

"The Town of Ulster Employee Handbook shall apply to all matters that are not in conflict with this agreement."

Expiration of Agreement: This agreement has no expiration date. Department Heads serve at the pleasure of the Town of Ulster Board, are protected by Civil Service law where applicable and are subject to all applicable Town Policies in effect.



Signature Page: The Town of Ulster Department Head Employment Agreement

Department Head: **Warren Tutt**

Department Head's Signature: _____ *W. Tutt*

Date: 9/9/24

Deputy Supervisor: **Clayton Van Kleeck**

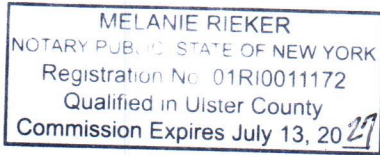
Deputy Supervisor's Signature: _____ *Clayton Van Kleeck*

Date: 9/9/2024

Town Clerk: **Suzanne L. Reavy**

Town Clerk's Signature: _____ *Suzanne L. Reavy*

Date: 9/9/2024



STATE OF NEW YORK SS:
COUNTY OF ULSTER

ON THIS 9th DAY OF Sept. 20 24, BEFORE ME PERSONALLY CAME

Warren Tutt, Clayton Van Kleeck, Suzanne Reavy
TO ME PERSONALLY KNOWN TO BE THE PERSON DESCRIBED IN AND WHO
EXECUTED THE FOREGOING DOCUMENT

Melanie Rieker
NOTARY PUBLIC