

The Town of Ulster Department Head Employment Agreement

Agreement Date: September 9, 2024 (date of Original Agreement with Predecessor)

Department: Water Department

Department Head: Jason Krakowski, Superintendent

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 (\$94,760.00). 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.

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.

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.

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: **Jason Krakowski**

Department Head's Signature: Jason Krakowski

Date: 5/8/2026

Supervisor: **James E. Quigley 3rd**

Supervisor's Signature: James E. Quigley 3rd

Date: 5/8/2026

Town Clerk: **Suzanne L. Reavy**

Town Clerk's Signature: Suzanne L. Reavy

Date: 5/8/2026

RESOLUTION OF THE TOWN BOARD

TOWN OF ULSTER

RESOLUTION AUTHORIZING (i) THE APPOINTMENT PROCESS FOR A PERMANENT WATER SUPERINTENDENT SUBJECT TO ULSTER COUNTY CIVIL SERVICE RULES, AND (ii) THE SUPERVISOR TO EXECUTE A DEPARTMENT HEAD EMPLOYMENT AGREEMENT

Date: May 7, 2026

WHEREAS, the Town of Ulster Water Superintendent retired effective April 14, 2026 ; and

WHEREAS, the Town Board has previously appointed, on April 20, 2026 an Acting Water Superintendent, Jason Krakowski, on a temporary basis to ensure continuity of operations within the Water Department; and

WHEREAS, the Town Board desires to proceed with the appointment of a permanent Water Superintendent in accordance with the Rules for the Classified Civil Service of Ulster County; and

WHEREAS, the Town Board further finds that it is in the best interests of the Town to formalize the terms and conditions of employment for the Water Superintendent through a written Department Head Employment Agreement; and

WHEREAS, a proposed Town of Ulster Department Head Employment Agreement for the Water Superintendent position has been prepared and presented to the Town Board, setting forth compensation, benefits, duties, and other terms of employment (as reflected in the agreement dated September 9, 2024 and attached hereto or incorporated by reference) ;

NOW, THEREFORE, BE IT RESOLVED, by the Town Board of the Town of Ulster, Ulster County, New York, as follows:

1. Permanent Appointment Process

The Town Board hereby authorizes and directs that the position of Water Superintendent be filled on a permanent basis in accordance with the Rules for the Classified Civil Service of Ulster County, including all applicable eligibility, examination, and appointment requirements.

2. Authorization to Execute Employment Agreement

The Town Supervisor is hereby authorized and directed to negotiate, finalize, and execute, on behalf of the Town, a Department Head Employment Agreement for the Water Superintendent, substantially in the form presented to the Town Board, with such non-material modifications as the Supervisor, in consultation with the Town Attorney, deems necessary and appropriate.

3. Ratification of Prior Actions

All prior actions taken by the Town Board and/or Town officials with respect to the temporary appointment of an Acting Water Superintendent and the continued operation of the Water Department are hereby ratified and confirmed.

4. Effective Date

This Resolution shall take effect immediately.

MOTION: Councilwoman Hartmann

SECOND: Councilwoman DeGroot

ROLL CALL VOTE:

Supervisor James E. Quigley 3 rd	Yes
Councilman Michael Schatzel	Yes
Councilwoman Laura Hartmann	Yes
Councilwoman Maryann DeGroot	Yes

CARRIED

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF A
RECORD ON FILE IN THE TOWN CLERKS OFFICE,
TOWN OF ULSTER LAKE KATRINE, NEW YORK.

Auzanne Reamy
5/8/2026
TOWN CLERK