

**BOROUGH OF CRAFTON
RESOLUTION NO. 2020-21**

A RESOLUTION of the Borough of Crafton, Allegheny County, Pennsylvania, fixing the salaries of certain employees of the Borough, commencing with, and effective January 1, 2021; establishing holidays, vacations, sick leave, and other benefits, and providing disciplinary procedures for the violations thereof; and repealing inconsistent resolutions.

BE IT RESOLVED BY COUNCIL OF THE BOROUGH OF CRAFTON AND IT IS HEREBY RESOLVED:

SECTION I. Definitions: Unless otherwise specifically defined, the following terms as used in this Resolution shall have the following meanings:

- A. "Immediate members of the family" shall mean father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or any other relative residing in the same household.
- B. "Near relative" shall mean first cousin, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.
- C. "Holiday" shall mean New Year's Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving Day and Christmas Day.
- D. "Employee" shall mean personnel employed by the Borough of Crafton who are not part of a collective bargaining unit or under a labor contract. "Full-time employee" shall mean an employee employed on an annual basis and regularly scheduled for employment on a 40-hour per week basis, whether paid on an annual salary or hourly wage rate, who have completed at least six months of continuous employment.

SECTION II. Salaries and rates of pay for elected and appointed officers, employees, and part-time and/or temporary employees, together with the allocated number thereof, are established commencing, unless otherwise provided, with January 1, 2021 as follows:

- A. **Elected Officials:** The salary and compensation of elected Officials is hereby established at the maximum amount authorized by population for Boroughs, as amended by the Pennsylvania Legislature by Act 58 of 1995 and established by Ordinance.

Mayor	\$1,800.00
President of Council	\$1,200.00
Members of Council	\$1,200.00
Property Tax Collector	\$40.00 per month

B. Appointed Officers

Treasurer \$3,000.00

C. Administrative Employees

Borough Manager	Employment terms set by contract
Chief of Police ¹	Employment terms set by contract
Assistant Manager	\$82,500.00 (Benefits set by contract)
Borough Secretary	\$48,895.00 (\$23.51/hr)
Planning Clerk	\$45,350.00 (\$21.80/hr)

¹Uniform allowance shall be \$900.00. In all other respects, the Chief of Police shall be entitled to the benefits provided to all police officers under the Police Department Labor Agreement and in accordance with the agreement dated July 14, 2015 by and between Crafton Borough and Mark Sumpter.

D. Public Safety Personnel (*Set by Labor Agreement)

Up to nine (9) full-time police officers shall be authorized in the Police Department. The terms and conditions of employment shall be fixed by separate contract and the provisions of this Resolution shall not be effective as to such employees.

E. Public Works Employees (*Set by Labor Agreement)

Up to seven (7) full-time employees shall be authorized in the Public Works Department. The terms and conditions of employment shall be fixed by separate contract and the provisions of this Resolution shall not be effective as to such employees.

F. Part Time Personnel:

Code Enforcement (Ordinance) Officer	\$19.05/hour (max 29 hrs/week)
Assistant Code Enforcement Officer	\$15.00/hour (max 29 hrs/week)
Fire Marshall	up to \$18.50/hour
Intern	up to \$13.00/hour
Captain - School Guards	up to \$14.65/hour
School Guards	up to \$12.35/hour
Part Time Police Secretary	\$24.25/hour
Public Works Skilled Laborer	\$15.00/hour
Police Matron/Jail Guard	\$25.00*
*2 hour minimum; \$10.00/hour thereafter	

SECTION III. Probation Period

All newly employed employees of the Borough, including employees who commence full-time employment after part-time status, shall be subject to a probationary period of one (1) year and shall not attain permanent status until the one (1) year anniversary of commencement of full-time appointment.

SECTION IV. Holidays for Full-time Employees

- A. Chief of Police shall be governed with respect to holidays and personal days, by the provision set forth in Article XIV, Sub-Paragraph C, Section 1 of the contract dated January 1, 2020 to December 31, 2024, between the Borough and Police Department providing for 14 personal days, unless otherwise subject to a separate employment agreement or contract.
- B. All other full-time employees shall be entitled to the holidays set forth in Section 1 Definitions.

Stated holidays occurring on a Saturday shall be observed on the Friday preceding the holiday and any stated holiday occurring on a Sunday shall be observed on the Monday following such holiday.

SECTION V. Vacations for Full-Time Employees

- A. Unless otherwise provided in an applicable collective bargaining or other written employment agreement, full time employees shall be entitled to annual vacation as follows:
 - (1) After six (6) months continuous employment, one (1) week vacation.
 - (2) After two (2) years continuous employment, two (2) weeks vacation.
 - (3) After eight (8) years continuous employment, three (3) weeks vacation.
 - (4) After thirteen (13) years continuous employment, four (4) weeks vacation.
 - (5) After twenty (20) years continuous employment, five (5) weeks vacation.
- B. Vacation shall be scheduled during when Borough work schedules permit the same.
- C. In the event a legal holiday falls on a regular working day within the vacation period of any full-time employee, such employee shall be entitled to an additional day of vacation. This extra day may be added to the employee's vacation period if it does not interfere with the operation of the Department; if it does so interfere, extra day shall be taken when Borough work schedules permit same.
- D. A full-time employee having at least two (2) years continuous employment who resigns after August 1st, and who did not take vacation during the calendar year of that employee's resignation shall be entitled to up to ten (10) days' pay in-lieu of any such unused vacation period. By Dec. 31, full-time employees may elect to be compensated for unused vacation time, for a period not to exceed five (5) days.

SECTION VI. Office Hours and Work Schedule – Administrative Office Employees

Normal office hours and work schedule for the administrative office employees, as designated in Section II sub-paragraph C, shall be determined, from time to time, by the Council as a Whole.

SECTION VII. Sick Leave for Full-time Employees

- A. Unless otherwise provided in an applicable collective bargaining or other written employment agreement, full time employees shall be entitled to Sick Leave, during each calendar year, as follows: Each full-time employee will qualify for one (1) working day paid sick leave for each full calendar month worked during the year (total twelve (12) in calendar year) and can accumulate a maximum of one-hundred and eighty (180) days of unused paid sick leave. Employees who are absent on account of personal illness must call their Supervisor before 8:00 a.m., and shall, upon request after two (2) consecutive days off sick, furnish a doctor's certificate certifying to the illness, the nature thereof, its causes and such additional information as may be required.
- B. Upon retirement, death or honorable discharge, the Employer shall pay a full-time employee or beneficiary for unused accumulated sick leave, at the then prevailing wage rate, one and one-half (1 ½) days for each three (3) days of accumulated sick leave. Provided, however, that the maximum amount payable under this provision shall be forty-five (45) days.
- C. No full-time employee will be paid for any period of absence which shall be caused by:
 - 1. The use of illegal drugs, alcohol or other intoxicants.
 - 2. Illness or injury intentionally that is self inflicted.
 - 3. Disability or illness which shall occur while an employee is on leave of absence, layoff or suspension from work.
- D. The Borough may require an employee to file competent written evidence that the employee's absence was for an authorized reason within ten (10) days. If the employee has been incapacitated for the period of their absence, or major part thereof, they may be required to prove they are again physically able to perform their regular duties.
- E. Claiming sick leave or benefits under any conditions other than those permitted by this SECTION shall be cause for disciplinary action. The falsification of any written evidence explaining the reasons for sick leave by any employee shall constitute grounds for disciplinary action of such employee, and they shall be subject to all action and remedies at law for the recovery of all monies paid to such employee by reason of said written evidence.

SECTION VIII. Absence by Reason of Family Death or Illness for Full-time Employees

- A. Whenever a full-time employee shall be absent from employment because of a death in the immediate family of said employee, there shall be no deduction in salary or hourly wage of said employee for an absence not in excess of five days.
- B. Whenever a full-time employee is absent because of the death of a near relative, there shall be no deduction in the salary or hourly wage of said employee for an absence on the day of the funeral.

SECTION IX. Personal Days for Full-time Employees

All full-time employees, unless set otherwise by agreement, shall be entitled to four (4) days per year of personal leave, with full compensation, which personal leave may be taken by any such employee without disclosing any reason or explanation thereof. Personal leave days may not be accumulated or carried over from year to year.

SECTION X. Notification of the Reason for Absence for Full-time Employees

In order to qualify for allowed absence by reason of any of the provisions of this Resolution, a full-time employee, immediately upon the return to work, shall file a doctor's certificate provided for in SECTION VII with the employee's department head and signed statement in writing, on a form to be furnished by the Borough, setting forth the reason or reasons for the employee's absence from work. The failure to file such a form in proper order shall disqualify the employee from receiving the pay for such absence under the provisions of this Resolution. Filing a false statement shall subject the employee to disciplinary action.

SECTION XI. Insurance Coverage Provided for Full-Time Employees

Full-time employees shall be provided the following insurance coverage:

- A. Hospitalization, medical, prescription drugs, vision and dental insurance shall be provided to eligible full-time employees as follows:
 1. Administrative/Non-Union employees will pay fifteen (15%) of all increases in the premium costs over the 2009 rates of the current applicable hospitalization, medical, vision and dental coverage premiums through pro-rated monthly payrolls deductions.
 2. In addition, each full-time employee shall continue to contribute ten dollars (\$10.00) per month to the cost of dental coverage, and this amount shall be deducted from the employee's compensation.
 3. Full-time employees may option to waive health insurance coverage. In the event a full-time employee options to waive such coverage for a calendar year, the employee shall be paid each month, fifty percent (50%) of the cost of employee's premium to the Borough of Crafton. Any employee waiving the coverage under this Article may re-enter the health insurance program in the event a non-medical reason for participating in the Crafton provided plan has changed, such as the employee's insurance protection having been lost or modified due to his/her spouse's death, layoff, discharge or retirement.
 4. Full-time employees who opt out of major medical health insurance coverage shall receive taxable payments through Crafton Borough's IRC §125 Cafeteria Plan payable in monthly prorated amounts for each month that coverage is not provided.
 5. All full-time employees who are currently utilizing alternative coverage must

maintain that coverage, unless such alternative coverage is substantially reduced, becomes substantially more expensive, is no longer available to the full-time employee, or is eliminated; provided, that if the alternative source remains “comparable” to the Borough’s plan in coverage and price, then the full-time employee must maintain that coverage. The full-time employee may opt out at any time, but may return to coverage only during open enrollment or at such time as the employee can show that he/she will no longer be covered by a “comparable” policy which justified the full-time employee’s opt-out in the first place, as described in the preceding sentence. If the Borough employs spouses, then the non-participating spouse shall not be eligible for the opt-out benefit. The opt-out plan shall be subject to any terms or conditions of the healthcare providers and the Borough shall be entitled to modify or discontinue the opt-out program, at any time, in its sole discretion.

- B. Life Insurance: The Borough of Crafton will provide for each full-time employee, \$30,000.00 double indemnity term life insurance policy and pay the cost thereof.
- C. Disability, Accident and Sickness Insurance: The Borough will provide each full-time employee for non-occupational disability, accident and disease, a policy of insurance to provide weekly benefits of no less than \$250. Such insurance will become effective after fourteen (14) days of disability and continue for a period of twenty-six (26) weeks; provided, however, that an employee receiving benefits under this insurance provision shall not in addition receive full sick leave salary or compensation for the same period. An employee may elect to take a portion of sick leave payment which added to the insurance benefits under provisions of this sub-paragraph shall not exceed normal pay. In this event, the employee shall have sick leave days charged at the percentage of the sick leave payment received bears to the normal full pay of such employee.

SECTION XII. Jury Duty and Military Leave for Full-time Employees

A full-time employee called to, and actually serving on, jury duty or the National Guard and Reserve Unit, shall be paid the difference between such employee’s regular pay and the compensation received by such an employee for said duty. No jury duty pay shall be paid to an employee for days not actually in attendance in the Court to which he is called for duty, nor for days not spent in military service.

SECTION XIII. Disciplinary and Penalty Provisions

Any employee who is absent from scheduled employment for any reason except those provided for in this Resolution, who shall have not first received permission to do so from the Council or shall have violated any of the provisions of this Resolution, shall subject such employees to reprimand, suspension or dismissal after hearing before Council. Such cause for discipline or the penalties provided herein shall not be considered exclusive to any other right of the Borough for violation of any other rules, regulations or Resolutions of the Borough of Crafton.

SECTION XIV. Full-time Employees with a Written Employment Agreement


The provisions of any written employment agreement by and between the Borough of Crafton and any full-time employee covered under this Resolution shall supersede the provisions of this Resolution. In the event that the provisions of a written employment agreement by and between the Borough of Crafton and any full-time employee covered under this Resolution is silent on any provision of this Resolution, said provision of this Resolution shall apply to that employee.

SECTION XV. That any Resolution, or part thereof, conflicting with the provisions of this Resolution shall be, and the same is hereby repealed, insofar as the same affects the Resolution.

RESOLVED AND ADOPTED this 14th day of December, 2020 by the Borough Council of the Borough of Crafton in public session.

ATTEST:

BOROUGH OF CRAFTON


Carissima J. Kerns
Borough Secretary


Phillip G. Levasseur
President of Council