

BOROUGH OF CRAFTON
RESOLUTION NO. 2024-02

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, 2024; 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, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth, 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, 2024, 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
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C. Administrative Employees

Borough Manager	Employment terms set by contract.
Chief of Police ¹	Employment terms set by contract.
Engineer	Employment terms set by contract.
Building Inspector	Up to \$59,410.00
Borough Secretary	Up to \$54,469.00 (\$26.18/hr)
Planning Clerk	Up to \$49,558.00 (\$23.82/hr)

¹ *Uniform 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	Up to \$20.81/hour (max 29 hr/week)
Assistant Code Enforcement Officer	Up to \$16.00/hour (max 29 hr/week)

Fire Marshall	Up to \$18.50/hour
Intern	Up to \$14.00/hour
Captain - School Guards	Up to \$16.29 /hour
School Guards	Up to \$13.49/hour
Part Time Police Secretary	Up to \$26.52/hour
Public Works Skilled Laborer	Up to \$16.00/hour
Police Matron/Jail Guard	Up to \$25.00/hour
*2 hour minimum; \$10.00/hour thereafter	

SECTION III. 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 I of the contract dated January I, 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.

All other full-time employees shall be entitled to the holidays set forth in Section I, Definition 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 IV. 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 when the Borough Employee work schedules permit the same. Vacation Scheduling shall be at the sole discretion of the Borough Manager.

- C. All vacation time must be used in the year it was earned.

SECTION V. 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 VI. 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 Borough 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. No payouts of sick time will be made for any other type of termination.
- 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 that is self-inflicted.
 3. Disability or illness which shall occur while an employee is on a 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) working days. If the Employee has been incapacitated for any period during their absence, 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 up to and including termination 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 VII. Absence by Reason of Family Death 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 Full-Time Employee for an absence not in excess of five (5) 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 VIII. Personal Days for Full-time Employees

All Full-Time Employees, unless set otherwise by collective bargaining agreement of an employment 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. No payouts of personal days will be made upon termination.

SECTION IX. Notification of the Reason for Absence for Full-Time Employees

In order to qualify for a permitted absence pursuant to 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 Full-Time Employee's absence from work. The failure to file such a form in proper order shall disqualify the Full-Time Employee from receiving the pay for such absence under the provisions of this Resolution. Filing a false statement shall subject the Full-Time Employee to disciplinary action up to and including termination of employment.

SECTION X. Insurance Coverage Provided for Full-Time Employees

Full-Time employees shall be eligible for the following insurance coverage in accordance with the terms of the applicable plan documents:

- 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 five (5) percent of the current applicable hospitalization, medical, vision and dental coverage premiums though 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 elect 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 Full-Time 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. 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 policy. 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 provider and law 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, \$50,000.00 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 up to \$700. Such insurance will become effective after fourteen (14) days of disability and continue for a period of twenty-six (26) weeks; provided, however, that a Full-Time Employee receiving benefits under this insurance provision shall not in addition receive full sick leave salary or compensation for the same period. A Full-Time 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 Full-Time Employee shall have sick leave days charged at the percentage of the sick leave payment received bears to the normal full pay of such Full-Time Employee.

SECTION XI. 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 Full-Time Employee's regular pay and the compensation received by a Full-Time Employee for said duty. No jury duty pay shall be paid 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 XII. 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 XIII. 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 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 XIV. 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.

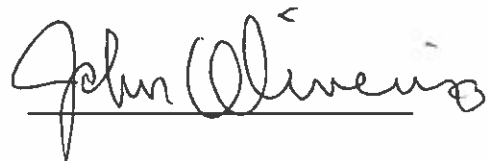
RESOLVED AND ADOPTED this 22nd day of February 2024 by the Borough Council of the Borough of Crafton in public session.

ATTEST:

BOROUGH OF CRAFTON



Carissima J. Kerns
Borough Secretary



John Oliverio
President of Council

