



TOWNSHIP OF NORTH FAYETTE  
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 528

AN ORDINANCE OF THE TOWNSHIP OF NORTH FAYETTE, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AN OMNIBUS ORDINANCE REGARDING TOWNSHIP PERSONNEL POLICIES.

**WHEREAS,** the Township of North Fayette (hereinafter "Township"), is a Municipal Corporation, duly organized and existing under the Second Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. § 6501, et. seq. (1995, Nov. 9, P.L. 350, No. 60, § 1); and

**WHEREAS,** the Second Class Township Code provides that the corporate powers of the Board of Supervisors of the Township of North Fayette (the "Board of Supervisors") includes the authority to enact ordinances, bylaws, rules and regulations not inconsistent with or restrained by the Constitution and laws of this Commonwealth necessary for the proper management, care and control of the Township; and

**WHEREAS,** using such vested power, the Board of Supervisors desires to establish and adopt official policies and procedures for the administration of Township personnel.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Board of Supervisors for the Township of North Fayette, and it is hereby ordained and enacted by the authority of the aforesaid as follows:

**SECTION 1. PERSONNEL POLICIES.**

Chapter 1 of the Township Code of Ordinances, as amended, is hereby amended to establish a new Part 7, entitled "Personnel Code", as set forth below:

**Chapter 1 – Administration and Government**  
**Part 7 – Personnel System**

**§ 1-701 General Provisions.**

1. **Administration.**

A. **The administration of the personnel system shall be the responsibility of the Township Manager. The Manager shall:**

- (1) **Have the power to prescribe, amend and enforce rules and regulations for carrying into effect the provisions of this article; and**

- (2) Be responsible for the development of a formal job classification and pay plan; and
- (3) Have the right to delegate their authority to administer the personnel system, either totally or in part, to the Assistant Township Manager and/or other members of the administrative staff.

2. Scope of the system.

- A. Except when otherwise stated, the personnel system and all personnel policies, procedures and regulations shall apply to all hourly and salaried employees of the Township, except all elected officials and appointed members of boards and commissions. A person whose employment is entirely temporary or seasonal shall not be entitled to any of the contributing benefits mentioned herein.

3. General personnel policy.

- A. It shall be the policy of the Township that the following principles shall apply to the personnel system:
  - (1) The Township shall employ and promote staff based on their qualifications and performance, without regard to personal or political factors.
  - (2) The Township shall create and uphold incentives and conditions for employment that encourage effectiveness in its operations.
  - (3) Positions that involve comparable duties and responsibilities should have the same classification and compensation.
  - (4) Appointments, promotions, and other personnel actions that require individual evaluation of qualifications shall be based on merit.
  - (5) This article and the rights and interests of employees shall be administered fairly and with respect, to foster a positive work environment, while also serving the best interests of the public and the Township; and
  - (6) This article requires that continuity of employment depends on good conduct, acceptable work quality, work demand, and financial resources.

4. Purpose.

- A. It is the purpose of this article to provide an adequate and systematic procedure for the handling of the personnel affairs of the Township. This article is a dynamic document with the rules and provisions herein subject to periodic review and revision by the Board of Supervisors and the Township Manager as may be appropriate for the best interests of both the Township and its employees.

§ 1-702 General Duties and Responsibilities of Employees.

1. All employees of the Township share a common responsibility to provide efficient and dedicated service in the public interest.
2. Township employees are agents of public purpose and are bound to discharge faithfully the duties of their office regardless of personal considerations. Their conduct in both official and private affairs should always be above reproach.
3. To end their employment with the Township on good terms, an employee must submit a written resignation to the Township Manager at least 14 days before they depart. The resignation must state the date and the reasons for leaving. If the employee does not give notice as required by this section, they will not be considered as having left the Township's employment in good standing.
4. General duties and responsibilities of employees may be further established in personnel and employment policies established on a departmental basis and/or by the Township Manager.

§ 1-703 Classification and Pay Plans.

1. The Classification Plan

- A. The Township Manager shall create a classification plan, which shall include a full list of all positions, a precise description of each position, and a sorting of all comparable positions into suitable classes with uniform titles that are to be compensated according to the Pay Plan. Such classifications shall be authorized yearly by the Board of Supervisors by Resolution.
- B. The Manager shall have the authority to reclassify positions, as needed, with approval of the Board of Supervisors by Resolution.
- C. Positions requiring a similar type of work, even if duties are not identical, and similar levels of responsibility shall be assigned to the same classification. A classification may contain one position or more than one position.
- D. Classification of Employees.

(1) All exempt employees of the Township are hereby classified as follows:

- i. Senior Management. Senior Management includes the following:
  - a. Township Manager
  - b. Assistant Township Manager(s)
  - c. Director, Public Safety

- ii. Management. Management includes the following:
  - a. All Department Directors
- iii. Mid-Level Management. Mid-Level Management includes the following:
  - a. All Department Assistant Directors
- iv. First-Level Management. First-Level Management includes the following:
  - a. All Division Managers
- v. Professionals. Professionals includes the following:
  - a. All non-supervisory exempt full-time employees

(2) All non-exempt employees of the Township are hereby classified as follows:

- i. Administrative Support Workers
- ii. Craft Workers
- iii. Operatives
- iv. Laborers and Helpers
- v. Sales Workers
- vi. Service Workers
- vii. Technicians

2. The Pay Plan

A. The Township Manager shall develop a plan that sets a minimum and maximum salary for each position. The Board of Supervisors shall review the pay ranges annually and approve them by Resolution. The Pay Plan shall follow the Classification Plan, and shall aim, within the limits of the budget, to pay equally for equal work. Whenever possible, the Pay Plan shall also consider external equity by conducting regular surveys of wages and salaries in other similar jurisdictions. The Pay Plan shall comply with the terms of labor contracts. The Township Manager, with the consent of the Board of Supervisors, may make necessary changes to the Pay Plan during the fiscal year.

§ 1-704 Rules and Regulations.

- 1. Adoption and Implementation of Personnel and Employment Policies. The Township Manager shall have the authority to adopt and implement personnel and employment policies.

§ 1-705 Appointment and Discipline of Employees.

1. The Township Manager shall have the authority to hire and appoint all Township employees as the needs of the Township dictate, subject to the ratification of the Board of Supervisors.

A. Employees shall be appointed to one of the following employment categories:

(1) Full-Time

i. Regular

- a. indicates that the employee is appointed to work a normal forty (40) hour workweek for the Township on a continuing or indefinite basis.
- b. Regular, full-time employees may be distinguished between salaried employees and hourly employees.

ii. Temporary or Seasonal

- a. indicates that the employee is appointed to work a normal forty (40) hour workweek for the Township but for a limited period of duration.

(2) Part-Time

i. Regular

- a. indicates appointment to a position which requires less time than a normal forty (40) hour workweek on a continuing or indefinite basis.
- b. A maximum of twenty-nine (29) hours of work per week is permitted.

ii. Fire Service

- a. indicates appointment to a position which requires less time than a normal forty (40) hour workweek on a continuing or indefinite basis.
- b. A maximum of twenty-four (24) hours of work per week is permitted.

iii. Police, Part-Time

- a. indicates appointment to a position which requires less time than a normal forty (40) hour workweek on a continuing or indefinite basis.

- iv. Temporary or Seasonal

- a. indicates appointment to a position requiring less time than a normal workweek for a limited period of duration.

B. Appointed Officials

- (1) Persons occupying the following positions are considered Appointed Officials of the Township:

- i. Township Manager
- ii. Assistant Township Manager(s)
- iii. All Department Directors
- iv. All Department Assistant Directors

C. Probationary Period

- (1) All employees shall be required to undergo a probationary period of employment upon appointment or promotion. Such a period shall not be less than three months nor longer than 12 months, depending upon the position.

- (2) Objective.

- i. The probationary period shall be regarded as an integral part of the examination process and be utilized for closely observing the employee's work, for securing effective adjustment of a new employee to their position, and for rejecting any employee whose performance does not meet required work standards.

- (3) Retention or removal.

- i. The employee's supervisor or the department head shall be responsible for affording optimum counsel, guidance, and training during the probationary period. Prior to the end of the specified probationary period, the supervisor shall review with the employee the quality of their work and recommend retention or removal to the Township Manager. Supervisors or department heads may recommend removal of an employee at any time during the probationary period if there is indication that the employee is unable or unwilling to perform the duties of the position satisfactorily or that their habits and dependability do not merit their continuance in the service. Such recommendation will be reviewed with the employee

prior to forwarding it to the Township Manager. No employee shall be removed from a position during their probationary period without the approval of the Manager.

(4) Benefits and Leave

- i. Employees do not qualify for any benefits or paid leave during the probationary period, except those that are mandated by negotiated employee contracts, collective bargaining agreements (CBAs), Federal law, state law, and/or Allegheny County ordinance.

2. Disciplinary Actions.

A. When circumstances warrant, the Township Manager shall have the authority to impose reasonable disciplinary actions, including the reprimanding, suspension, demotion, or dismissal of employees. Employees who are so disciplined shall have the rights of appeal specified in this chapter, in negotiated employee contracts, and/or in rules and regulations for Police Officers.

B. Suspensions, Demotions, and Dismissals.

- (1) The Township Manager shall have the authority to suspend all Township employees.
- (2) The Township Manager shall have the authority to demote any Township employee to a lower position, for which they are qualified, subject to the ratification of the Board of Supervisors.
- (3) The Township Manager shall have the authority to terminate the employment of any Township employee, subject to the ratification of the Board of Supervisors.

C. Grievance and Appeal Process.

- (1) Grievance procedure. Employee grievances not covered by negotiated employee contracts, collective bargaining agreements (CBAs), and/or rules and regulations for police officers, shall be managed in the following manner:
  - i. First step: Immediate Supervisor. The employee must verbally present their concerns to their direct supervisor. The supervisor must try to settle the complaint in a way that is agreeable to both the employee and management within five workdays of receiving it. They must communicate their decision to the employee verbally. If the employee does not advance their claim to the next step within fourteen (14) calendar days after hearing their supervisor's decision, the grievance will be deemed to be resolved satisfactorily.
  - ii. Second step: Department Head. If the employee is not satisfied with the outcome of the first step of the grievance procedure, they shall

submit a written statement of their complaint to their department head. In cases where the department head is also the employee's immediate supervisor, the written statement of their complaint shall be submitted to the Assistant Township Manager. The official who receives the written grievance shall meet with the employee and other relevant persons to resolve the issue. The official shall provide the employee with a written decision within five working days after the meeting. If the employee does not pursue the third step within fourteen (14) calendar days after receiving a written decision, the grievance will be deemed to be resolved satisfactorily.

iii. Third step: Township Manager or their designated agent. In the third step, the employee can appeal their grievance to the Township Manager or their designated agent. The employee must write a statement explaining their grievance and why they are not satisfied with the previous decisions. The appointed department head will also write a statement explaining the issue and why they made the previous decisions. The Manager or their designee will then review the issue and give a decision to the appointed department head and employee within seven (7) workdays of receiving it. The Manager's decision in grievance or appeal processes is final at the administrative level.

(2) Representation. An employee shall have the right to choose a representative for presenting and managing a grievance at any stage. This shall be at the employee's cost. A group of employees with the same grievance shall select one of them as a spokesperson for the group who, with their representative or advisor, shall follow through with the grievance until it is resolved.

(3) Time off. An employee and their representative, if a Township employee, shall be allowed such reasonable time from regular duties as may be necessary, consistent with job responsibilities and the operational needs of the Township, to attend meetings with management representatives for the processing of a grievance without loss of pay or vacation time.

(4) Appeals. Appeals to disciplinary action not covered by negotiated employee contracts, collective bargaining agreements (CBAs), and/or rules and regulations for police officers, shall be managed as provided in the third step of the above-described grievance procedure.

#### § 1-706 Hours of Work.

1. The normal schedule for departmental working hours shall be established by the Township Manager in consultation with department heads. All Township employees shall receive their base salary as set forth in the annual operating budget. Work in excess of established schedules shall be permitted only when necessary to meet operating or job requirements and authorized in advance by the Township Manager, Assistant Township Manager, and/or Department Head.



§ 1-707 Employment Dates and Seniority.

1. Date of Hire

- A. The date of hire is the first day that an employee performs services for the Township for remuneration.

2. Seniority

- A. Seniority shall be the length of continuous service an employee has had with the Township in a job category covered by § 1-705 of this chapter.

- B. Continuous service shall be broken by:

- (1) Resignation. Absence for three (3) consecutive workdays without notice to the Employer shall constitute a resignation.
- (2) Failure to report to work after paid or unpaid leave.
- (3) Discharge for just cause or during the probationary period.
- (4) Absence due to a layoff or physical disability (sickness or injury including pregnancy or childbirth) for more than eighteen (18) months, provided that an absence due to a compensable disability which extends beyond eighteen (18) months shall not break continuous service if the employee reports himself available for work with ten (10) days after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment.
- (5) Acceptance of other full-time employment while on authorized leave.
- (6) Retirement.

§ 1-708 Longevity.

1. All regular, full-time employees are authorized to be compensated for longevity, paid in accordance with negotiated employee contracts, collective bargaining agreements (CBAs), or, for those not covered by negotiated contracts, in accordance with the following policy:
  - A. A lump sum, onetime five hundred (\$500.00) dollar longevity bonus for fifteen (15) years of service.
  - B. A lump sum, onetime one thousand (\$1,000.00) dollar longevity bonus for twenty (20) years of service.
  - C. A seventy-five (\$0.75) cent per hour longevity bonus for twenty-five (25) years of service.
  - D. A seventy-five (\$0.75) cent per hour longevity bonus for thirty (30) years of service.

- E. A seventy-five (\$0.75) cent per hour longevity bonus for thirty-five (35) years of service.
- F. A seventy-five (\$0.75) cent per hour longevity bonus for forty (40) years of service.
- 2. The amount of the longevity bonus for eligible employees will depend on their years of service. Longevity bonuses will not be accumulated right away. Eligible employees can only get one (1) longevity bonus at a time, they cannot be combined.

§ 1-709 Employee Benefits.

- 1. Plans and policies.
  - A. The Township shall typically offer regular, full-time employees the following benefits, and any others that may be authorized by Board of Supervisors: paid time off, health insurance, dental insurance, vision insurance, workers' compensation insurance, life insurance, disability insurance, accidental death and dismemberment insurance, retirement, and pension plans. The exact benefits provided shall depend on the negotiated employee contracts, collective bargaining agreements (CBAs), and approved personnel and employment policies.
  - B. Other employees do not qualify for any benefits or paid leave, except as mandated by negotiated employee contracts, collective bargaining agreements (CBAs), approved personnel and employment policies, Federal law, state law, and/or Allegheny County ordinance.

§ 1-710 Time Off and Leaves of Absence.

- 1. Approval. All leaves of absence, either paid or unpaid, must be approved by the immediate supervisor, department head, and/or the Township Manager. All requests shall be submitted in advance of the beginning date of the leave, except for unanticipated sickness or emergency leave which shall be approved upon proper notification.
- 2. Paid Time Off.
  - A. Vacation Leave
    - (1) Vacation leave is earned by prior service. Any new full-time employee or full-time employee rehired after a break in service shall be entitled to one week vacation (five (5) workdays) after six (6) months, if the six (6) months are all worked in the same calendar year. To be entitled to the vacation, the employee must work at least sixty-five (65) days during the six months.
    - (2) All regular, full-time employees are authorized annual vacation leave, with full pay, earned in accordance with negotiated employee contracts, collective bargaining agreements (CBAs), or, for those not covered by negotiated contracts, in accordance with the following policy:
      - i. After six (6) months of service: Five (5) days (40 hours) of annual vacation leave shall be granted.

- ii. After one (1) year of service: Ten (10) days (80 hours) of annual vacation leave shall be granted.
  - iii. After two (2) years of continuous service: Fifteen (15) days (120 hours) of annual vacation leave shall be granted.
  - iv. After ten (10) years of continuous service: Twenty (20) days (160 hours) of annual vacation leave shall be granted.
  - v. After twenty (20) years of continuous service: Twenty-five (25) days (200 hours) of annual vacation leave shall be granted.
- (3) All regular and police part-time employees are authorized annual vacation leave, with full pay, earned in accordance with negotiated employee contracts, collective bargaining agreements (CBAs), or, for those not covered by negotiated contracts, in accordance with the following policy:
- i. After one (1) year of service: Five (5) days (40 hours) of annual vacation leave shall be granted.
  - ii. After five (5) years of continuous service: Ten (10) days (80 hours) of annual vacation leave shall be granted.
  - iii. After ten (10) years of continuous service: Fifteen (15) days (120 hours) of annual vacation leave shall be granted.
- (4) Unless a different arrangement is agreed upon in an individual employee contract or a collective bargaining agreement (CBA), any Full Time or Part Time Employee who is eligible for annual vacation leave can keep or accumulate up to five (5) days (40 hours) of vacation leave. Any remaining or accumulated vacation leave beyond the maximum amount will be lost at the end of the year.
- (5) The Township Manager's approval is required for an employee to use more than 80 hours of vacation leave in a row, which is equivalent to two (2) consecutive weeks.
- (6) Except for cases involving employment termination, the Township shall not provide monetary compensation to an employee in lieu of vacation leave use.

B. Sick Leave.

- (1) All regular, full-time employees are authorized five (5) days (40 hours) of annual sick leave for personal illness or injury, or to attend to an ill or injured immediate family member, with full pay, with a maximum accumulation of twenty (20) days (160 hours), unless otherwise negotiated in employee contracts and/or collective bargaining agreements (CBAs).

- i. All unused sick leave in excess of the maximum accumulation of twenty (20) days (160 hours) shall be forfeited at the end of each calendar year.
  - ii. All unused sick leave shall be forfeited upon employment termination, and no payment shall be provided to an employee for compensation of any sick leave forfeited.
- (2) All regular, fire service, and police part-time employees are authorized annual sick leave for personal illness or injury, or to attend to an ill or injured immediate family member, with full pay, earned in accordance with County of Allegheny Ordinance No. 15-21-OR, unless otherwise negotiated in employee contracts and/or collective bargaining agreements (CBAs).
- i. Sick leave may not be accumulated or carried over from year to year. All unused sick leave shall be forfeited at the end of the year or upon termination of employment, and no payment shall be provided to an employee as compensation for any sick leave forfeited.

C. Personal Leave

- (1) All regular, full-time employees are authorized two (2) days (16 hours) of annual personal leave, unless otherwise negotiated in employee contracts and/or collective bargaining agreements (CBAs).
- i. All unused personal leave shall be forfeited at the end of each calendar year or upon employment termination, and no payment shall be provided to an employee as compensation for any personal leave forfeited.

D. Holiday Leave

- (1) All Regular, full-time employees are authorized for Holiday pay. The following holidays are recognized by the Township as paid holidays, unless otherwise negotiated in employee contracts and/or collective bargaining agreements (CBAs):
- i. New Year's Day
  - ii. Good Friday
  - iii. Memorial Day
  - iv. Independence Day
  - v. Labor Day
  - vi. Thanksgiving Day

vii. Day after Thanksgiving

viii. Christmas Day

(2) All regular, part-time and police, part-time employees authorized for Holiday pay. The following holidays are recognized by the Township as paid holidays, unless otherwise negotiated in employee contracts and/or collective bargaining agreements (CBAs):

i. New Year's Day

ii. Memorial Day

iii. Independence Day

iv. Thanksgiving Day

v. Christmas Day

(3) If a paid holiday falls on a Saturday, the Township will observe the holiday on the preceding Friday. If a paid holiday falls on a Sunday, the Township will observe the holiday on the following Monday.

(4) At the discretion of the Township Manager, employees may be required to work on any of the holidays listed.

E. Bereavement Leave

(1) All regular, full-time employees are authorized bereavement leave, in accordance with negotiated employee contracts, collective bargaining agreements (CBAs), or, for those not covered by negotiated contracts, in accordance with the following policy:

i. A maximum of five (5) days (40 hours) of bereavement leave shall be granted in the event of the death of an immediate family member, which is defined as the spouse, children, and parents of the employee.

ii. A maximum of three (3) days (24 hours) of bereavement leave shall be granted in the event of the death of an extended family member, which is defined as the siblings, grandparents, and in-laws of the employee.

F. Military Leave

(1) All eligible employees are authorized military leave, in accordance with Federal and State law.

G. Jury Duty Leave

- (1) Regular, full-time employees who are summoned to serve on a jury will get the difference between their regular pay and the jury fee for up to five (5) workdays (40 hours). If regular, full-time employees serve longer than that, or if part-time, temporary, or seasonal employees serve on a jury, they will not be paid. Employees who need such leave must give a copy of the jury summons to the Township Manager through their Department Head.

3. Unpaid Time Off

- A. The Township recognizes that circumstances may arise which require that an employee be absent for an extended period for either medical or personal reasons. In such an instance, the employee may be granted an unpaid leave of absence, depending upon the circumstances of the individual situation.
- B. Rules and regulations regarding unpaid time off and unpaid leaves of absence may be found in negotiated employee contracts, collective bargaining agreements (CBAs), and adopted personnel and employment policies.

4. Additional Rules and Regulations

- A. Additional rules and regulations regarding time off and leaves of absence may be found in negotiated employee contracts, collective bargaining agreements (CBAs), and adopted personnel and employment policies.

§ 1-711 Policy Against Discrimination.

1. Reserved.

§ 1-712 Nepotism and Workplace Relationships.

1. Relatives of current employees will not be considered for employment with the Township. An individual involved in a personal relationship with a current employee will also not be eligible for employment. This prohibition shall not apply to employment in temporary, seasonal positions, nor to internships or volunteer work, if there is no supervisor/subordinate relationship between the relative or individual involved in a personal relationship and the employee.
2. Additional rules and regulations regarding nepotism and workplace relationships may be found in negotiated employee contracts, collective bargaining agreements (CBAs), and adopted personnel and employment policies.

§ 1-713 Personnel Records.

1. The Township Manager shall keep a personnel file for each employee that includes materials, letters and records related to the employee and their work. Employees shall be allowed to review their personnel records upon their request. However, all personnel information and records, except as they deal with compensation and benefits, shall not be a matter of public record.

§ 1-714 Negotiated Agreements.

1. Any provisions that are not listed here and that are part of negotiated agreements shall be treated as obligatory for the Township.

**SECTION 2: REPEALER.**

All Ordinances, or parts of Ordinances, which are inconsistent herewith are hereby repealed upon the effective date of this Ordinance.

**SECTION 3: SEVERABILITY.**

That if any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid sentence, clause, section, or part thereof not been included herein.

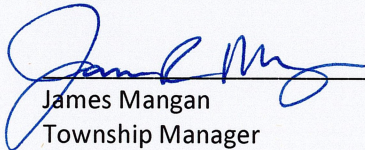
**SECTION 4: EFFECTIVE DATE.**

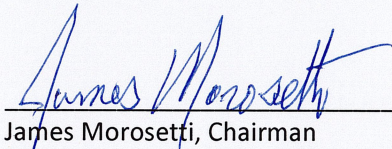
This Ordinance shall become effective immediately upon enactment as provided by law.

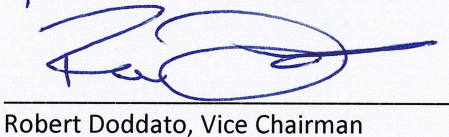
**ENACTED AND ORDAINED into Law this the 11<sup>th</sup> day of June 2024.**

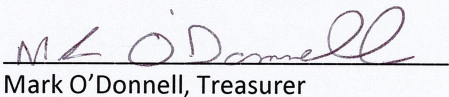
**ATTEST:**

**TOWNSHIP OF NORTH FAYETTE**

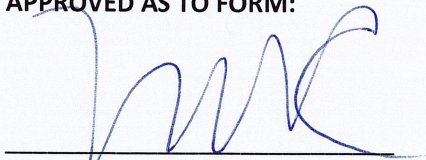
  
James Mangan  
Township Manager

  
James Morosetti, Chairman

  
Robert Doddato, Vice Chairman

  
Mark O'Donnell, Treasurer

**APPROVED AS TO FORM:**

  
Michele McPeak Cromer, Esquire  
Township Solicitor

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