UNITED STEELWORKERS

UNITY AND STRENGTH FOR WORKERS

District 10

Bernie Hall
District Director

Todd Clary
Assistant to the Director

January 15, 2026

VIA CERTIFIED MAIL #9589071052703419833068

David Arndt Jr.
Township Manager
Conewago Township
541 Oxford Avenue
Hanover, PA 17331

Dear Mr. Arndt:

On behalf of the International Union, enclosed you will find an original finalized signature page for the current collective bargaining agreement between Conewago Township and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC covering Local Union 7343-08.

Sincerely,

Leroy Atwater Jr.

Leroy Atwater Jr.
Sub-District Director

LA/ab
Enclosure

cc: Steve Bethas, Unit President, Local Union 7343-08

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CONEWAGO TOWNSHIP
ADAMS COUNTY, PENNSYLVANIA

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION,
AFL-CIO-CLC,
LOCAL UNION 7343-08

JANUARY 1, 2026

through

DECEMBER 31, 2028

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ARTICLE 1 – PREAMBLE

Section 1.1

THIS AGREEMENT is entered into and is effective this 1st day of January, 2026 between Conewago Township, Adams County, hereinafter referred to as the "EMPLOYER" and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, hereinafter referred to as the "UNION."

It is the intent and purpose of the Employer and the Union to promote and improve labor management relations between them and to set forth herein the complete and basic terms of agreement covering wages, hours, and conditions to be observed by the parties.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desires in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

ARTICLE 2 – EMPLOYEE DEFINITIONS

Section 2.1 - Regular full-time Employee

An employee appointed to a budgeted position who is regularly scheduled to work at least forty (40) hours per work week.

Section 2.2 – Regular part-time Employee

An employee appointed to a budgeted position and who is regularly scheduled to work at least sixteen (16) hours per week but less than forty (40) hours per work week.

Section 2.3 – Temporary/Substitute/Interim/Seasonal Employees

An employee who is informed at the time of hire that his employment is temporary in nature and will not exceed six (6) months. Temporary/Substitute/Interim/Seasonal employees are not covered by the terms of this Agreement; provided however, said employees will be compensated at the entry level rate specified in this agreement. Temporary/Substitute/Interim/Seasonal employees are not eligible for wage increases or benefits during the period of their employment.

Section 2.4 - Probationary Employee

All regular full-time and regular part-time employees will be on probation for their first six (6) months of employment, measured from their most recent date of hire. At the conclusion of the initial probation period, the probation period may be extended for an additional period up to six (6) months. All terms of this Agreement shall apply during the probation period, provided however, that probationary employees may be terminated at any time and for any reason during the period of probation and such decision by the Employer may not be challenged through the grievance procedure. A probationary employee shall have no seniority rights while on probation, but upon successful completion of said probation period, seniority accrual will date back to the initial date of employment. Probationary employees may not bid on another position during their probationary period without the express written approval of the Employer.

Section 2.5 – Hours Worked or Working Time

Time actually worked for which an employee is compensated. Hours worked does not include paid time off.

Section 2.6 – Compensable Time or Compensable Status

Time, whether worked or not, for which an employee is compensated (e.g.: hours worked, sick leave, vacations, funeral leave, jury duty leave, holidays).

Section 2.7 – Base Rate

The base rate is defined as an employee's straight time hourly rate exclusive of any premium, shift differential or supplemental payment.

Section 2.8 – Use of Gender

Whenever the female gender is used in this Agreement, it shall also include the male gender. Whenever the male gender is used in this Agreement, it shall also include the female gender.

ARTICLE 3 – RECOGNITION

Section 3.1

The Employer agrees to recognize the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for those employees who fall within the order of certification issued by the Pennsylvania Labor Relations Board in Case No. PERA-R-10-168-E. The bargaining unit covered under this Agreement shall include the following classifications: Maintenance Crewman, and Sewer Clerk but shall exclude the Maintenance Manager, the Municipal Authority Controller, the Police Administrator, as well as all other managers, supervisors, first level supervisors, confidential employees and guards as defined under Act 195 of 1970.

ARTICLE 4 – TOTALITY OF AGREEMENT

Section 4.1

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to an subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This paragraph shall constitute a bargaining waiver within the meaning of Act 195 of 1970.

Section 4.2

Changes in the express terms of this Agreement whether by deletions, amendments or modifications must be mutually agreed upon in writing signed by both parties.

ARTICLE 5 – VALIDITY AND SEPARABILITY

Section 5.1

Should any part or provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, executive order, or by any decree of court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining provisions hereof and such remaining provisions shall remain in full force and effect.

ARTICLE 6 – EMPLOYEE INFORMATION

Section 6.1

The Employer shall in writing, notify the Union by the twentieth (20th) day of each month of information related to the preceding month regarding all bargaining unit employees. Such notice shall identify all bargaining unit employees hired, terminated, laid-off, and/or recalled. The information shall include the employee's name, address, employee identification number, date of hire, position, full-time or regular part-time employment status, current base hourly rate and the effective date of the personnel action.

ARTICLE 7 - UNION MEMBERSHIP

Section 7.1

The Township agrees to deduct the Union membership dues, initiation fees, and assessments, if any, from the pay of those employees who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified by the Union, and the aggregate deductions of employees shall be remitted together with an itemized statement thereof, to the Township by the last day of the succeeding month after such deductions are made.

Section 7.2

The Union shall indemnify and hold the Township harmless against any and all claims, suits, orders or judgments brought or issued against the Township as a result of any action arising

out of or arising from the provision of this Article including, but not limited to, challenges to the validity of such deductions, including fair share fee deductions.

ARTICLE 8 – MANAGEMENT FUNCTIONS

Section 8.1 (a)

The management of the Township and the direction of the working forces are vested exclusively with the Employer. Except where expressly abridged by a specific provision of this Agreement, the Employer retains the sole right to hire, discipline, discharge, layoff, recall from layoff, promote and fill vacancies; to determine the number of hours worked; to promote employees and fill vacancies; to promulgate reasonable rules and regulations; to assign duties to the working force; to organize, discontinue, enlarge or reduce a department, function or division; to discontinue job classifications; to assign employees to other departments or jobs as operations may require; to introduce new or improved facilities or equipment; to subcontract such functions and services as the Township sees fit; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement. Matters of inherent managerial policy are reserved exclusively to the Employer. These include but shall not be limited to, such areas of discretion or policy as the functions and programs of the Employer, standards of service, qualifications or certification for position, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel. The above set forth management rights are by way of example, but not by way of limitation. Except as specifically limited by the language of this Agreement, the Township's Personnel Manual, as amended from time to time, will apply to bargaining unit employees.

Section 8.1 (b)

The Union recognizes that the Employer may introduce a revision in technology or in the method or methods of operation which will produce a revision in job duties and a reduction in personnel in any department. The Union agrees that nothing in this Agreement shall prevent the implementation of any program and of work force reductions in any program to be hereafter undertaken by the Employer.

Section 8.2

The enumeration of management's rights in Section 1 of this Article shall not be deemed

to exclude other rights of management not specifically set forth, the Employer, therefore, retaining all rights not otherwise restricted by this Agreement.

Section 8.3

It is s also understood and agreed that the Employer's not exercising rights hereby reserved, should not be deemed a waiver of said rights and that the exercise of such rights shall not be subjected to the grievance procedure contained herein.

Section 8.4 (a)

Provided the Employer receives a written request at least fourteen (14) calendar days in advance of the intended date of the proposed meeting, the Employer agrees to meet with representatives of the bargaining unit at least two (2) times per calendar year, at a time mutually agreeable to the Employer and the Union, to discuss specific policy matters affecting terms and conditions of employment including, but not limited to, workplace health and safety Issues. The request shall state specifically in an agenda the items for discussion. Such discussion may include matters closely related to agenda items, however, the discussion items may not include issues which are subject to the grievance procedure. Meetings will last no more than one (1) hour, unless both parties agree to continue or extend the meeting.

Section 8.4 (b)

Any decisions or determinations on matters as discussed shall remain with the Employer and shall be deemed final on any issue raised.

Section 8.4 (c)

Once an item has been placed on the agenda and discussed by the parties such item may not be placed on the agenda again during the term of that contract year unless the parties mutually agree to discuss the issue at a subsequent meet and discuss session. Grievances may not be discussed during a meet and discuss meeting.

Section 8.4 (d)

Employee Union representatives at these meetings shall be limited to two (2) in number. Employees will not be paid for the time spent in such meetings, unless the employee elects to apply earned but unused vacation or personal leave time to cover the time spent in such meeting.

Section 8.5

The Union recognizes that the Employer has been in operation for many years and that during that time many customs, practices and benefits have developed. While the Employer may wish to continue some of said customs, practices and benefits it is understood and agreed that the Employer shall not be obligated, contractually or otherwise, to continue in effect any custom, practice or benefit unless it has contractually obligated itself to do so by clear and explicit language in this Agreement.

Section 8.6

The provisions of this Agreement shall be applied without regard to race, religious creed, color, national origin, ancestry, age (age 40 and over), physical or mental disability which can be reasonably accommodated, marital status, gender, veteran status, sexual orientation, or union affiliation. It is also the purpose of this policy to create and maintain a working environment free of harassment for all of the above reasons, including sexual harassment, for all employees. The Union will fully cooperate with the Employer in its efforts to secure a working environment free of unlawful harassment.

Section 8.7

There shall be no individual agreements between employees and the Employer, except as provided for in this agreement, without the express written approval of the Union and the Employer.

Section 8.8

Nothing in this agreement is to be construed to mean that any employee or any group of employees have inherent rights to a particular job or task.

Section 8.9

All Township employees are subject to the terms of the Township's Drug and Alcohol Policy, effective January 1, 1996, as may be amended from time to time by the Township Supervisors.

Section 8.10

The Township shall not subcontract or contract out any work or duties to a third party subcontractor if the subcontract or employment of the contractor shall result in the necessity for the layoff of bargaining unit members except that the Township shall have the sole right to contract

out for services where: 1) the Township determines that the work or project is an emergency (including snow removal); 2) the Township determines that the work or project requires expertise not possessed by the bargaining unit; or 3) the Township determines that the work or project requires equipment that the Township does not own.

ARTICLE 9 – NO STRIKES OR LOCKOUTS

Section 9.1

The Union, nor any of its officers, representatives or members will not call, cause, assist, participate in, condone, ratify or sanction, nor will the employees engage in any strike, whether sympathy or primary, sit down, slowdown, picketing, boycott, or stoppage of work, or other interference with the operations of the Employer during the period of this Agreement.

Section 9.2

The Employer reserves the right to discipline employees up to and including discharge for the incitement, inducement or participation in any activity in violation of the provisions of this Article.

Section 9.3

The Employer agrees that it will not lock out employees during the period of this Agreement.

ARTICLE 10 – WAGES AND CLASSIFICATIONS

Section 10.1

(a) The 2026 wage increase will be effective with the start of the first full payroll period in January 2026. Thereafter 2027 and 2028 wage increases will be effective with the first full pay period in January of the respective year. The above-cited wage rates reflect a general wage increase as follows:

	2026	2027	2028
	+2.00	+$2.00	+$2.00
Maintenance Crew Worker	**$29.21**	**$31.21**	**$33.21**

(b) Newly hired employees will be paid $.50 per hour less than the job rate during the probationary period. The probation period shall be six (6) months from the new employees' start date. The probation period may be lessoned if approved by the Board of Supervisors.

(c) No other general wage increases will be given during the term of the contract.

(d) The Township reserves the right to add or eliminate classifications, to change classification titles, to revise job duties and to establish new minimum wage rates provided the new rates are not below the rate for the changed or revised job.

ARTICLE 11 – HOURS OF WORK

Section 11.1 – Workday

The work day shall consist of any continuous twenty-four (24) hour period in a pre-established work schedule beginning with the scheduled reporting time for the employee's shift.

Section 11.2 – Workweek

Unless designated otherwise by the Employer, the workweek begins at 12:00 a.m. on Wednesday and ends at 11:59 p.m. the following Tuesday.

Section 11.3 – Pay Period

The pay period will consist of seven (7) consecutive days conterminous with the workweek.

Section 11.4

Regular full-time and regular part-time employees scheduled for a shift of at least eight (8) hours are entitled to one (1) thirty (30) minute paid meal period per shift, based on the schedule established by the Township. The meal period will be taken at a time scheduled by the department manager.

Section 11.5

Work schedules shall be determined by the Employer. Such work schedules are subject to change by the Employer as services require, and this Section shall not be construed as limiting or preventing the Employer from establishing new or additional work shifts or hours as the need

arises. Employees shall be on duty dressed and ready for work at the start of their work shift and shall remain at their workstation until the shift ends. Once a schedule is established by the department manager no change can be made in the terms of the schedule without the express written permission of the department manager. Provided however, for the term of this Agreement the Employer agrees that current full-time bargaining unit employees will be scheduled for a minimum of forty (40) hours per week.

Section 11. 6

Except as provided in subsection 11.5 above, nothing in this Article or any other Article of this Agreement should be construed as a guarantee of any specified number of hours of work per day, week or period.

Section 11.7

Call Back Time. Employees called back to work after the completion of their regular shift will be guaranteed two (2) hours pay at time and one half his/her base hourly rate for the first call-back during a scheduled off period. If the Maintenance Manager is unavailable for an emergency call out, a minimum of two (2) bargaining unit employees shall be called out for emergency work unless, in the judgment of the Maintenance Manager, the job requires only one (1) union member.

ARTICLE 12 – OVERTIME

Section 12.1

Employees may be required to work overtime when directed.

Section 12.2

Regular full-time employees shall be compensated at the rate of time and one half (1-1/2) their regular hourly rate of pay for all hours worked in excess of eight (8) or ten (10) hours in a day (based on their daily scheduled hours) or forty (40) in a work week. Regular part-time employees shall be compensated at the rate of time and one half (1 ½) their regularly hourly rate of pay for all hours worked in excess of forty (40) hours in a work week. Regular part-time employees are not entitles to overtime compensation unless the regular part time employee works in excess of forty (40) hours in a work week.

Section 12.3

Overtime work shall be performed only at the direction of the department manager; provided however, in the event of an emergency which makes it necessary for an employee to work beyond his or her regular shift without the opportunity to seek prior approval from his/her department manager for such work the employee shall, prior to being paid for such overtime work, submit a statement of the emergency and non-availability to his/her department manager for approval after the event.

Section 12.4

There shall be no pyramiding in the computation of overtime or any other premium wages provided for under this Agreement and nothing in this Agreement should be construed to require the payment of overtime and/or any other premium wages more than once for the same hours worked. If more than one premium provided for under this Agreement is applicable to any time worked by an employee, the employee shall be paid at the higher of the two premiums but shall not be entitled to additional pay for such time under any other provision of this Agreement. Provided however, any shift or schedule differentials provided for under this Agreement will be included in the employee's regular rate of pay for purposes of computing overtime pay.

Section 12.5

With the exception of sick leave, paid time off shall be considered as hours worked for overtime pay purposes.

Section 12.6

Employees may elect to receive overtime compensation in the form of compensatory time in accordance with the regulations under the FLSA. The maximum amount that may be accumulated in the compensatory time account bank is 40 hours. Any compensatory time not used by December 31st each contract year will be paid out in pay so that the employee's account for the next year will start at zero. Compensatory time may be used only with the approval of Maintenance Manager.

ARTICLE 13 – EMPLOYEE BENEFITS

Section 13.1 – Health Care Benefits

(a) Effective calendar year 2014 and beyond, the Township will provide regular full-time employees with the health care program (medical, dental, vision) with benefits no less than the level of benefits listed in the plan design summary which is attached to this Agreement as Attachment #1. The Township reserves the authority to determine the earner that will provide such coverage.

The following changes in plan design are reflected in Attachment #1.

	2026	2027	2028
Deductible Participating Providers	**$500/$1000**	**$500/$1000**	**$500/$1000**
Deductible Non-Participating Providers	**$500/$1000**	**$500/$1000**	**$500/$1000**
OV-Primary	**$40**	**$40**	**$40**
OV-Specialist	**$65**	**$65**	**$65**
Urgent Care	**$50**	**$50**	**$50**
ER	**$115**	**$115**	**$115**

Out of Pocket Maximum $3500/$7000 for term of contract.

(b) Waiver Stipend. Employees who are eligible for coverage under the Township's health plan and who drop coverage or reduce the level of coverage taken under the Township's plan, will be eligible for a waiver bonus provided the employee or dependents have coverage under another plan. Proof of coverage under the other plan may be required in order to be eligible for the waiver bonus. The formula for the bonus is the Township will pay the employee 50% of the premium savings resulting from the waiver of coverage.

(c) Employees hired after January 1, 2023 are also entitled to a stipend of 50% for the employee only. Bonus payments are considered taxable income subject to deductions. Provided however, if the spouse or dependent has a subsequent "qualifying event" as that term is defined under the Comprehensive Omnibus Budget Reconciliation Act of 1986 (COBRA) the spouse or dependent would be eligible for coverage under the Township's plan without a waiting period, and the payment of the stipend would be

discontinued.

(d) The premium sharing amounts will be deducted per week from participating employees for the term of this contract as set forth in the chart above. Employee payments will be by way of payroll deduction.

(e) The parties agree that it is in their in their mutual interest that the health coverage available under this Agreement shall at all time comply with the Patient Protection and Affordable Care Act ("PPACA"), as amended or as may be replaced by other statutory language, including standards relating to affordability, minimum value and minimum essential coverage and any chosen safe harbor relating to these and other compliance requirements. To the extent it is determined that the coverage available under this Agreement fails to meet any PPACA requirement, as amended or as may be replaced by other statutory language, or would otherwise trigger an assessable payment, statutory or excise tax, the Township and the Union shall reopen the contract for negotiations of Article 13.1 – Health Care Benefits only to comply with all applicable laws covering the Health Insurance Coverage provided.

Section 13.2 – Life and Disability Benefits

(a) Life Insurance. The Township will provide regular full-time employees will a term life insurance benefit of $ $75,000 up to the age of 70.

(b) Short Term Disability. The Township will provide full time employees with a short term disability benefit, with a provider selected by the Township, with minimum terms as follows:

-waiting period: seven (7) working days.
-benefit: 66 1/3 of base pay to a maximum of $900 per week or current policy that has been agreed upon.
-maximum term: 26 weeks.

The terms and conditions of coverage are contained in the summary plan document which is incorporated by reference as if set forth herein. Any determination regarding eligibility for benefits shall not be subject to the grievance procedure set forth in this CBA

Section 13.3

The Township reserves the right to provide benefits through an insurance program or to self-insure the benefit. In the event that the benefit is insured the Township reserves the right to select the carrier. If an insured program contains a dispute resolution procedure that procedure

shall be the exclusive procedure for the resolution of disputes, and the grievance/arbitration procedure set forth in this Agreement shall not apply to the dispute.

Section 13.4 – Retirement Program

The Township shall maintain the Township sponsored defined contribution retirement program for the term of this Agreement. The terms and conditions of the Plan are contained in the Plan Document, as amended. The Township will continue the practice of paying into each full-time employee's pension account the amount of 10% of gross annual pay. The amount shall be prorated for individuals who separate before the end of the year. Full time probationary employees shall only be participants in the Plan when they have completed their probationary period as a full-time employee. At that point, their service shall be credited retroactive to their first date of full-time employment.

Section 13.5 – Uniforms

The Township will provide regular full-time employees with $400.00 per calendar year for uniform allowance. Receipts shall be turned in to the Maintenance Manager to be submitted for a refund.

ARTICLE 14 – VACATION

Section 14.1

Regular full-time employees who have completed their probationary period shall earn vacation benefits in accordance with the following schedule:

Vacation will be credited to the account of an eligible employee on January 1st of each calendar year. Employees shall earn vacation according to the following schedule:

Hired on or after July 1 .....No vacation in year hired

Hired on or before June 30.....Five days (40 hours)

Beginning of first full calendar year following employment date through:

5th year.....Ten days (80 hours)

Sixth through 25th year.....One additional day each year

Maximum annual vacation.....Thirty days (240 hours)

Section 14.2

Except for the year of hire, employees must be in paid status for at least 150 workdays in a calendar year to be eligible to earn and use vacation in that calendar year. Employee's may use

approved vacation time before hitting the 150 workday earning/use requirement, but will be required to pay back the Township if he/she uses vacation that is not eventually earned.

Section 14.3

All vacation requests are subject to approval of the department head. Where two (2) or more employees request vacation for the same time and the Township determines that it must limit the number of employees off at that time seniority will prevail. Once vacation is scheduled there will be no bumping of vacation scheduling except in an emergency. The use of personal days will not trump vacation requests except in an emergency. Vacation time must be submitted to the Department Head one (1) week prior to the day of intended use. Use of vacation time and personal time is subject to approval by the employee's supervisor and may be granted subject to management's responsibility to maintain efficient operations.

Section 14.4

Full-time employees may carry one-half of vacation time earned in one calendar year to the following calendar year. Any carried over vacation time that is not scheduled in the carry over year will be lost.

Section 14.5

Full-time employees who retire or who resign in a calendar year and who provide the Township with at least two (2) weeks' notice of retirement/resignation, will be paid for earned but unused vacation time in their account as of the last day worked. Vacation time will be prorated for employees who work less than a full calendar year.

ARTICLE 15 – HOLIDAYS

Section 15.1 – Holidays

Except as provided more specifically in this Agreement, regular full-time employees who have completed their probationary period will be paid for the following holidays on which Township offices will be closed:

New Year's Day	Veterans Day
Good Friday	Labor Day
Memorial Day	Thanksgiving Thursday & Friday Following
Independence Day	Christmas Day
Day after Christmas Day	

½ day for the day before Thanksgiving, ½ day for Christmas Eve, ½ day for New Years Eve

The Township Manager or Supervisors will determine the dates on which these holidays will be observed by Township employees.

Section 15.2

To be eligible for holiday pay, the employee must work the last scheduled day before the holiday and the first scheduled day after the holiday, unless a vacation day, a personal day, or compensated time is scheduled and approved by the Maintenance Manager. Employees on unpaid leave of absence are not eligible to receive holiday pay.

Section 15.3 - Personal Days

Regular full-time employees who have completed their probationary period shall earn five (5) paid personal days off in each calendar year except that people hired after July 1 of any year will not be entitled to personal days.

The employees account for personal days will be credited on January 1st of each calendar year.

Employees must be in a paid status for at least 150 workdays in a calendar year to earn the personal days for that year. Personal days must be approved by employee's supervisor at least 24 hours before the leave is taken.

Employees who retire or who resign before September of that year and who have used more than 3 personal days (24 hours) will be required to remit to the Township the value of the hours consumed beyond the 3 day (24 hour) threshold. Bargaining unit employees agree that such remittance may be withheld from any final compensation due and owing to him/her by the Township.

ARTICLE 16 – SICK LEAVE

Section 16.1

Except as provided more specifically in this Agreement, regular full-time employees who have completed their probationary period shall earn 5 days of sick leave in each year in which they are in a paid status of at least 150 days. Sick leave may be allowed by the department head for the following reasons:

(a) personal illness, physical incapacity or non-compensable injury or disease on the part of the employee;

(b) enforced quarantine in accordance with public health regulations;

(c) to meet medical and dental appointments in excess of two (2) hours duration when the employee has made a reasonable effort to secure the appointment outside of normal working hours, and provided further the department is notified at least one (1) day in advance of the day on which the absence will occur; and

(d) up to five (5) days per year for illness or incapacity in the employee's immediate family (parent, spouse, child under 18) requiring the employee's immediate attention, and resulting from causes beyond the employee's control.

Section 16.2

The Township shall require proof of illness for authorized sick leave if there is reason to suspect misuse of sick leave or if the period of absence extends for three (3) days or more. Proof of illness may include a doctor's certificate or other proof of illness from the employee's physician, or an independent physician designated by the Township, indicating the nature and duration of the illness.

Section 16.3

An employee may accumulate up to 150 sick days. Once an employee has reached the 150 sick day cap no additional sick leave will be earned. Full-time employees who retire or who resign in a calendar year and who provide the Township with at least two (2) weeks' notice of retirement/resignation, will be paid for earned but unused sick time in their account up to two hundred (200) hours as of the last day worked, as long as the employee leaves on good terms. Sick time will be prorated for employees who work less than a full calendar year.

Section 16.4

Any unscheduled absence shall be reported to the department head no later than thirty (30) minutes prior to the employee's starting time, unless prior agreement is reached with the department head. Unless physically unable to do so, all call-offs' must be made by the employee and not an employee representative.

ARTICLE 17 – BEREAVEMENT LEAVE

Section 17.1

Regular full-time employees shall be entitled to bereavement leave up to three (3) days with pay in the event of a death in the immediate family. For purposes of funeral leave "immediate family" is defined as father, mother, spouse, child, brother, sister, mother-in-law, father-in-law and grandparents, and grandchild of employee and spouse. Full-time employees shall be allowed off the day of the funeral with pay, if it is a scheduled work day, for the funeral of a brother-in-law, sister-in law, aunt, uncle, niece and nephew.

ARTICLE 18 – JURY DUTY

Section 18.1

Regular full-time employees required (not volunteered) to report for, or serve on, jury service on any schedule workday shall be excused from work and paid one (1) day's pay at the employee's base rate for each day of service, less any remuneration received by the employee for jury service.

Section 18.2

Notice to the Township required of regular full-time employees to be eligible for jury duty pay shall include:

(a) Advance notice of the time the employee to report for jury duty.

(b) Satisfactory notice that the employee served as a juror at the summons of the court on the date the employee claims such service; and

(c) Pay vouchers or other proof of payment for jury service.

ARTICLE 19 – UNPAID LEAVES OF ABSENCE

Section 19.1

Bargaining unit employees will receive unpaid leave of absence benefits in accordance with prevailing Township personnel policy which may be amended from time to time by the Supervisors.

ARTICLE 20 – SENIORITY, VACANCIES, LAYOFF AND RECALL

Section 20.1 - Seniority

(a) Under the terms of this Agreement, "seniority" means a preferred position for specific purposes which one regular full-time or regular part-time employee within the

bargaining unit may have over another regular full-time or regular part-time employee within the bargaining unit because of a greater length of continuous service with the Employer. Classification seniority shall be determined by length of unbroken service from the employee's most recent placement in his/her current job classification.

(b) Seniority shall be broken by resignation, discharge, retirement, failure to return at expiration of leave, layoff for more than twelve (12) months, when an employee on leave accepts employment elsewhere, and/or absence without notice for three (3) or more consecutively scheduled working days. Employees who, after the effective date of this agreement, leave the bargaining unit for a non-bargaining unit position will not earn any contract seniority for time spent in a non-bargaining unit position. However, seniority earned prior to movement to the non-bargaining unit position will be frozen and reinstated at the time the employee returns to a bargaining unit position.

(c) Seniority lists will be posted by the Employer in January and July of each year, a copy of which will be supplied to the Union.

(d) There will be one seniority list for all bargaining unit employees, both regular full-time and regular part-time. Employees hired on the same day will use the date on their job application to determine their seniority position. If the date of hire and the date of application are the same, ties in seniority will be broken by the drawing of lots. Employees placed in a classification on the same day will use their employer seniority to determine placement for purposes of classification seniority.

Section 20.2 – Vacancies

The Employer agrees to inform employees of permanent bargaining unit vacancies by posting notice of such vacancies for a period of five (5) calendar days, exclusive of Saturdays, Sundays and holidays. Vacancies will be filled from qualified applicants based on the Township's judgment of employee skill, ability, training, and performance, and where such factors are relatively equal seniority will be considered. The Township reserves the right to hire from outside of the bargaining unit when, in the Township's sole judgment, the current employee applicants do not possess the necessary requirements for the job.

Section 20.3 – Layoff

In the event of a layoff, the Township will identify the affected classification. Within the

affected classification, the Township will lay off in reverse order of proven skill, ability and performance. Where such factors are relatively equal, seniority will govern.

Section 20.4

Seniority shall accrue during a period of layoff to a maximum of twelve (12) months. Seniority earned prior to a layoff will be retained for any employee recalled during the twelve (12) month recall period or length of service whichever is less.

Section 20.5

Nothing contained in this Agreement shall be construed as a restriction on the Employer's authority to reduce the normal workday or work week for any regular full-time or regular part-time employee as an alternative to a layoff.

ARTICLE 21 – DISCIPLINE AND DISCHARGE

Section 21.1

Employees are expected to conduct themselves in a professional and ethical manner at all times while on duty. The Employer reserves the authority to discipline, suspend or discharge employees.

Section 21.2

Probationary employees may not challenge their termination of employment under the grievance procedure contained in this agreement.

Section 21.3

Employees may appeal a suspension or discharge directly to Step II in the grievance procedure provided such appeal is made within seven (7) calendar days of the effective date of such action. Disciplinary actions below a two (2) day suspension, demotion and/or termination may not be taken to arbitration.

Section 21.4

Within three (3) days of the suspension or discharge, the Employer agrees to give the employee and the Union a written notice of the suspension or discharge which notice shall contain a statement of the reasons for such action; provided however, failure to supply such notice will not

affect the merits of any such discipline.

ARTICLE 22 – UNION ACTIVITIES

Section 22.1

Except as provided elsewhere in this Agreement, union representatives or members will not engage in any union activity during working time or in any working area in a way that interferes with the efficient operation of the Township.

Section 22.2

The Employer agrees to provide a bulletin board (appx. 36" x 24") in the maintenance shop, and a section of the bulletin board in the office, for announcements of meetings and other material related to Union business with the Employer. All such materials shall receive approval of the Township Manager, or his or her designee, before being posted, which approval will not be unreasonably withheld. The bulletin board may not be used to post political material, nor will it be used to post notices that are derogatory of or inflammatory toward the Employer.

Section 22.3

The Union may be represented by one (1) union steward or the purpose of receiving and investigating grievances. The Union agrees to furnish the Employer with the name of the union steward and to keep the list current. The Employer will have no obligation to deal with any steward who is not on said list. The Employer agrees that the union steward shall be free to conduct his/her union duties on Township property provided that such duties do not interfere with normal operations.

Section 22.4

Non-employee staff representatives of the Union shall be permitted to visit bargaining unit employees at work between the hours of 9:00 a.m. and 3:00 p.m. Such visits shall not interfere with the operation of the Employer or the performance of employees' duties, and the Union representative shall inform the Township Manager, or his/her designee, of his/her visit prior to entering the Employer's premises. The Union will furnish the name of the authorized representative and/or his designee and, the Employer is obliged only for admission of such authorized representative and/or designee. The foregoing visitation privilege does not include or allow the holding of Union meetings on the Employer's premises, without regard to whether a

Union representative does or does not attend.

ARTICLE 23 – RESIGNATION

Section 23.1

Regular full-time and regular part-time employees resigning their employment with the Employer are required to give the Employer at least two (2) weeks advance notice of such resignation. Vacation time and personal time may not be used during the resignation notice period without express written approval of the Employer consistent with the terms of Township policy.

ARTICLE 24 – GRIEVANCE PROCEDURE

Section 24.1

A grievance, for the purpose of this Article, shall be defined as an expressed difference, dispute or controversy between a regular full-time and regular part-time employee and the Employer, or the Union and the Employer, as to the interpretation of, application of or compliance with the provisions of this Agreement.

Section 24.2

Employees are encouraged to discuss alleged grievances informally with their department manager in an effort to amicably resolve differences prior to the institution of a formal grievance. Formal grievances shall be processed in the following manner:

STEP I: The employee and /or shop steward shall first present such grievance in writing, on a form mutually agreed upon and supplied by the Union, to the employee's department manager within seven (7) calendar days after the occurrence upon which such grievance is founded. Such grievance shall include the specific provision or provisions of the Agreement alleged to have been violated, a short statement of facts supporting the grievance and the relief requested. The department manager shall attempt to resolve the matter and will render a written decision to the grievant and Union within fourteen (14) calendar days of its presentation.

STEP II: If the shop steward is dissatisfied with the department manager's response at Step I, the shop steward may deliver the grievance to the Township Manager or designated representative, within fourteen (14) calendar days

of the response at Step I. The Township Manager or designee will attempt to resolve the matter, will schedule a meeting on the matter within fourteen (14) calendar days of the submission of the appeal; and will render a written decision to the Union within fourteen (14) calendar days of its presentation. Individuals eligible to attend the Step II meeting are the Township Manager, his/her designee, the employee's department manager, the employee, the employee representative, and one (1) Union staff representative.

STEP III: If the Union is dissatisfied with the Township Managers response at Step II, the employee or Union representative may submit the grievance to the Board of Supervisors by delivering a copy of the appeal to the Township Manager within fourteen (14) calendar days of the Step II response. The Board of Supervisors may, in its discretion, hold a meeting with the parties on the grievance and will render a decision to the grievant and the Union within fourteen (14) calendar days of the receipt of the Step II appeal. If a meeting is held at Step III, the individuals eligible to attend the meeting are the Township Manager, his/her designee, the employee's department manager, the employee, the employee's Union representative, and one (1) Union staff representative.

Section 24.3

Strict compliance with the procedural requirements and time limits of the foregoing grievance procedure is a condition precedent to the Union's right to take a grievance to the next step, including arbitration. If a grievance is not appealed within the time limits herein before set forth, the grievance shall be deemed to be settled on the basis of the decision last made and shall not be eligible for further discussion or appeal. If a decision is not rendered within the time limits set forth, then the grievance shall be deemed to be denied and the grievance may be appealed to the next step if within the time limits established for such appeal.

Section 24.4

Grievances involving suspensions or discharges must be submitted directly to Step II.

Section 24.5

All time limitations begin on the date the event actually occurs or on the date an appeal is received or a response issued, exclusive of Saturdays, Sundays and holidays. The time limits may be extended by mutual written consent.

ARTICLE 25 – ARBITRATION

Section 25.1 – Arbitration Procedure

Any grievance concerning the interpretation and/or application of the terms or provisions of this Agreement which has been properly processed through the grievance procedure as set forth in Article 24, and has not been settled at the conclusion thereof, may be submitted to arbitration by the Union or the Employer, together with a written statement of the specific provision or provisions of this Agreement at issue, in accordance with the following procedure.

Section 25.2 – Designation of Arbitrator

Written notice of the submission of the grievance to arbitration shall be furnished by the Union to the Township Manager or his/her designee within fourteen (14) calendar days after issuance of the written decision of the Employer as outlined in Step II of Section 24.2, or, if said written decision is not furnished by the Employer as required by the provisions of said Step II, then within fourteen (14) calendar days after the date upon which it would have been received if the Employer has complied with said provision. The Union or the Employer shall also request the Pennsylvania Bureau of Mediation in Harrisburg, no later than ten (10) calendar days after the date of notice of submission of arbitration, to submit to the parties a panel of seven (7) impartial arbitrators, all of whom shall be members of the National Academy of Arbitrators.
Any issue alleged in said request shall not be binding upon either party. Within ten (10) calendar days after receipt of the panel of arbitrators, the parties shall confer and shall immediately strike (party filing for arbitration to strike first) names from said panel until one (1) name remains, who shall be the arbitrator to hear and determine the dispute. There shall only be one (1) panel per arbitration and the arbitrator shall be chosen from the panel.

Section 25.3 – Arbitrator's Jurisdiction

The jurisdiction and authority of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the interpretation and/or application of the terms or provisions of

this Agreement at issue between the Union and the Employer. He shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure; or to consider any term or condition of employment not expressly set forth within a provision of this Agreement. The Arbitrator shall not hear or decide more than one (1) grievance without mutual consent of the Employer and the Union. The award, in writing, of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority as specified in this Agreement shall be final and binding on all employees covered by this Agreement, the Union and the Employer.

Section 25.4 – Arbitration Expenses

The Union and the Employer shall each bear its own expenses in these arbitration proceedings, except that they shall share equally the fee and other expenses of the arbitrator in connection with the grievance submitted to determination.

ARTICLE 26 – MILITARY LEAVE

Section 26.1

Bargaining unit employees are eligible for a leave of absence for the performance of military service consistent with the terms of prevailing federal and state law. The Township wall pay full-time employees on military leave the difference between their military pay and their regular Township pay to a maximum of fifteen (15) days per year.

ARTICLE 27 – TERM OF AGREEMENT

Section 27.1

This agreement will become effective on **January 1, 2026,** and will remain in full force and effect until 11:59 p.m. on **December 31, 2028.** In accordance with the timetable contained in Act 195 of 1970, as amended, as amended, the agreement shall automatically be renewed from year to year thereafter unless either party serves written notice by registered mall of their desire to terminate or modify the agreement.

Wherefore, the parties hereto intending to be legally bound set their hands and seals on the dates so indicated.

SIGNATURE SHEET

This Agreement, made and entered into this **1st day of January 2026,** by and between **Conewago Township** and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO · CLC, on **Behalf of Local 7343-08** and will remain in full force and effect until 11:59 p.m. on **December 31, 2028.**

USW

D.R. McCall
President

USW-Local Union 7343-08

Steve Bethas
Unit President

Conewago Township

David Arndt, Jr
Township Manager

Myles Sullivan
Secretary-Treasurer

Thomas Klunk
Township Supervisor

Emil Ramirez
Vice-President-Administration

Louann Boyer
Township Supervisor

Kevin J. Mapp
Vice-President-Human Affairs

Bernie Hall
Director-District 10

Leroy Atwater Jr.
Sub-District Director