AGREEMENT

between

THE CITY OF SALEM

and

THE COMMUNICATIONS WORKERS OF AMERICA

Local1040
Crossing Guards

January1, 2026-December 31, 2029

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PREAMBLE

THIS AGREEMENT is entered into between the CITY OF SALEM, a municipal corporation, (hereinafter referred to as "the City" or "the Employer"), and the COMMUNICATIONS WORKERS OF AMERICA (hereinafter referred to as "the Union") for the purpose of establishing wages, hours, benefits, and other terms and conditions of employment, together with procedures for the fair and amicable resolution of disputes and grievances pertaining thereto.

ARTICLE 1
RECOGNITION

1.1. Exclusive Representation.

(a) The City hereby recognizes the Union as the sole and exclusive representative of all regularly employed, non-supervisory crossing guards employed by the City of Salem for the purpose of collective negotiations with respect to terms and conditions of employment. It is understood the term "crossing guards" means employees who are designated as Adult School Crossing Guards by NJSA 40A:9-154.1 and includes the unclassified Civil Service title of School Traffic Guard.

(b) Excluded from the bargaining unit shall be managerial executives, confidential employees and supervisors within the meaning of the Act, craft employees, professional employees, police employees, casual employees and any and all others employed by the City of Salem.

1.2. Preservation of Unit Work. Duties ordinarily performed by bargaining unit employees may not be assigned to employees outside the unit, other than police officers.

ARTICLE2
EMPLOYER-EMPLOYEE RELATIONS

2.1. Respect and Dignity. The Employer and the Union will each endeavor to insure that all dealings between them are characterized by mutual responsibility and that all employees and representatives of the parties are treated in accordance with accepted standards of courtesy and respect for individual dignity.

2.2. Non-Discrimination. No employee will be discriminated against on the basis of race, religion, color, national origin, sex, marital status, age, disability, sexual or affectional orientation, domestic partnership or civil union status, gender identity, liability for military service, genetic information, political affiliation, or participation in Union activities.

2.3 Labor Management Meetings. The Employer and the Union agree to maintain to meet quarterly to improve and sustain effective communication, provide a forum for problem solving, and resolve matters of concern, including safety, health, and working conditions. The committee shall consist of representatives from both the Employer and the Union. Said meetings will be scheduled with the Chief and of their designee.

ARTICLE3
UNION RIGHTS

3.1. Personnel Data. During the first 10 days of each month, the Employer will furnish to CWA Local 1040 a list of all new hires, terminations, leaves of absence, and address changes of employees in the bargaining unit during the preceding month.

3.2. Union Leave. Upon official request by the Union, employees will be permitted to take time off without pay to attend conferences, meetings, workshops, or other activities related to union representation, subject to reasonable operational requirements of the Employer. In addition, any employee who is elected or appointed to an office in the Union may be granted an unpaid leave of absence to serve in such office. Requests for union leave will not be unreasonably denied.

3.3. Time off for Negotiations. There will be no loss of pay for employees who are members of the Union's bargaining committee to participate in contract negotiations during the workday.

3.4 Union Bulletin Board. A bulletin board will be furnished in a location accessible to the Crossing Guards, for union-information purposes.

ARTICLE 4
UNION SECURITY

4.1. Dues Checkoff. The Employer will deduct Union dues from an employee's pay when so authorized in writing by the employee. Deduction amounts will be certified to the Employer by the Union. The Employer will remit the dues to the Union on a monthly basis, no later than 15 days following the month in which the deductions were made, together with a statement of deductions. The statement will be transmitted electronically and will include each employee's name, amount of dues deducted, Social Security number or payroll ID, base hourly pay, actual base pay for the period covered, and mailing address, together with an explanation if no deductions were made for certain employees in the bargaining unit *(e.g.,* "on leave") or if deductions have changed. A copy of the statement will be forwarded to the office of CWA Local 1040. Dues deductions for employees in the bargaining unit will not be made for any other employee organization.

4.2. Withdrawal of Dues Checkoff. An employee may withdraw his or her author-ization for dues deduction by written notice to the Employer, which will be effective as of July I next following the date on which notice of withdrawal was received, pursuant to N.J.S.A. 52:14-15.9e.

4.3. Indemnification. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon salary deduction authorization cards as furnished by the Union to the City, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

ARTICLE 5
MANAGEMENT RIGHTS

5.1. Rights Retained.

(a) The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws of the State of New Jersey.

(b) In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey.

(c) Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under New Jersey Statutes or any other national, state, or local laws. City reserves the right to lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient.

(d) Except as elsewhere set forth in this Agreement, it is recognized that the management of the City, and the control of its properties and the maintenance of order and efficiency, is solely the responsibility of the City. Accordingly, the City retains the rights, including, but not limited to, select and direct its work force, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be performed, maintenance and repair, amount of supervision, training programs necessary, equipment required, methods, procurement and control of all City equipment and materials.

ARTICLE 6
HOURS OF WORK

6.1. Work Schedules. Except as otherwise provided herein, employees will be regularly scheduled to work on all days designated as pupil attendance days by the Salem City School District. Each workday will consist of two and one-half hours, divided into morning and afternoon segments, except when an early closing or other temporary change in the school day necessitates different hours for employees. One or more employees may be assigned, on a voluntary basis, to regularly work part of the normal workday as the Employer may deem appropriate. The Employer may also assign a limited number of employees to work as on-call substitutes, who accordingly will not be regularly scheduled. Preference will be given according to seniority in the assignment or reassignment of employees to an available schedule.

ARTICLE 7
WAGES

7.1. Hourly Rates. The hourly rates of pay for all unit employees will be adjusted as follows:

(a) Effective (and retroactive to) January 1, 2026, the rate will be increased 2.5%

(b) Effective January 1, 2027, the rate will be increased 2.5%

(c) Effective January I, 2028, the rate will be increased 2.5%

(d) Effective January 1, 2029, the rate will be increased 2.5%.

The currently applicable rate of pay will be implemented as soon as possible following execution of this Agreement.

7.2. Retroactive Adjustments. Crossing guards who were employed by the City as of the ratification of this Agreement will be issued retroactive adjustments in their pay in accord-ance with the increases set forth in Section 7.1.

7.3. **Paydays.** The current schedule of paydays will continue.

ARTICLE 8
PAID LEAVE

8.1. Earning of Sick Leave. Employees will earn one hour of paid sick leave for every 30 hours worked. No more than 40 hours of sick leave may be accrued in any benefit year. Unused sick leave will carry over from one benefit year to the next, except that no more than 40 hours of leave may be carried over. Benefit years will run from January 1 through December 31. All employees will receive a report of their available sick time balance along with each pay stub.

8.2. Use of Sick Leave.

(a) Employees may use accrued sick leave as provided by Sec. 8.1 at any time, regardless of their length of service, not to exceed 40 hours in any benefit year. Sick leave is available for the following purposes:

(1) time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;

(2) time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or

physical illness, injury or other adverse health condition, or during preventive medical care for the family member;

(3) absence resulting from domestic or sexual abuse of the employee or of a family member of the employee, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;

(4) time during which the employee is unable to work because the employee's work-place, or the school or place of care of the employee's child, is closed by order of a public official due to an epidemic or other public health emergency, or because a public health authority has determined that the presence in the community of the employee, or a family member of the employee who is in need of care by the employee, would jeopardize the health of others; or

(5) time needed by the employee to attend a school-related conference, meeting, function or other event with respect to the employee's child, when requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

(b) For purposes of this Article, a family member of the employee is understood to include: (1) a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of the employee; (2) a spouse, domestic partner, or civil union partner of the employee's parent or grandparent; (3) a sibling of the employee's spouse, domestic partner, or civil union partner; (4) any other blood relative of the employee; and (5) any other person whose close association with the employee is the equivalent of a family relationship.

(c) When the need for sick leave is foreseeable, employees will be expected to provide notice as normally required for absences, but in no event more than seven days in advance. When the need for sick leave is not foreseeable, notice will be provided to the employer as soon as practicable.

(d) Payment for sick leave will be at the employee's regular rate of pay at the time the leave is used.

(e) The Employer will comply with all requirements of the New Jersey Earned Sick Leave Act (N.J.S.A. 34:11D-1 *et seq.)* in the administration of sick leave.

(f) When three or more consecutive days of sick leave are taken, employees will be required to provide reasonable documentation that the leave is being used for a qualifying reason.

8.3. Jury Leave. Employees who are summoned for jury duty will be excused from work without loss of pay for such time as may be needed. An employee receiving paid jury leave will tum over to the Employer any per diem fee received for jury duty. Confirmation of the jury duty must be provided to the City.

8.4. Witness Leave. An employee who is subpoenaed to appear as a witness in a judicial or administrative proceeding arising out of or related to his or her job will be excused from work without loss of pay for such time as may be needed.

8.5. School Closings. Employees will not be required to work when schools are closed for the day because of a holiday, special observance, weather emergency, or other event during the school year. The following practices will be observed with respect to such days:

(a) During the winter recess that includes Christmas Day and New Year's Day, employees will receive their regular daily pay.

(b) On other school closing days, employees will not be paid for time off.

ARTICLE 9
UNPAID LEAVE

9.1. Entitlement to Leave. Employees may be granted unpaid leaves of absence for medical reasons, care of a family member with a serious health condition, or other good cause.

9.2. Leave Requests. Requests for leave will be submitted to the Employer in writing, stating the reason, the beginning date, and the expected date of return. Leaves may be granted for up to one year. Requests will not be unreasonably denied.

ARTICLE 10
BADGES AND TRAVEL EXPENSES

10.1. ID Badges. Employees will be provided with identification badges.

10.2. Travel Expenses. The Employer will reimburse employees who are required to use their personal vehicles for work in accordance with the standard mileage rate for business purposes as periodically determined by the Internal Revenue Service. Expenses incurred for tolls and parking fees will likewise be reimbursed, along with reasonable expenses for meals.

ARTICLE 11
HEALTH AND SAFETY

11.1. Safety Standards. The Employer will observe all legal standards for occupational safety and health, including the provision of personal protective equipment. Each employee will be provided with a properly sized ANSI Class 2 safety vest, a reflective "STOP" paddle, a pair of

reflective gloves, and a whistle with lanyard. Lighted "STOP" paddles will be made available to employees on request. Employees will be responsible in case of negligence resulting in loss or damage to equipment issued to them.

11.2. Additional Safety Equipment. In addition to the equipment specified in Section 11.1, each employee will be reimbursed for the purchase of a rain jacket conforming to the Employer's specifications. Safety cones for use at dangerous intersections may be requested from the Chief of Police.

11.3. Should it become mandatory that Crossing Guards obtain a physical for continued employment, any cost incurred for the physical, not covered by the employees health insurance, will be the employer's responsibility. If the employer is covering the cost, they will advise the employee of the location at which to obtain said physical.

ARTICLE 12
INDEMNIFICATION OF EMPLOYEES

12.1. Damages. The Employer will indemnify an employee for the payment of damages resulting from any tort claim or any civil violation of state or federal law arising out of the employee's job, if, in the opinion of the Employer, the acts committed by the employee upon which the damages are based did not constitute actual fraud, actual malice, willful misconduct, or an intentional wrong.

ARTICLE 13
LAYOFFS

13.1. Layoff Procedures. Employees may be laid off if the Employer determines in good faith that the affected positions must be eliminated for reasons of economy or efficiency. Should a layoff be anticipated, the Employer will give written notice to the Union setting forth the reasons for such action prior to employees being notified. Layoffs will be done in reverse order of seniority.

13.2. Recall Rights. If positions previously held by laid-off employee are re-established, the employees will be recalled in order of seniority.

ARTICLE 14
EMPLOYEE RECORDS

14.1. Personnel Files. Personnel records will be kept confidential and will not be disclosed except as necessary for administrative purposes or as required by law. Upon request, every employee will be permitted to inspect his or her official personnel file. The Union will also be afforded access to personnel information that is relevant to its representational duties.

Performance Evaluations. Employee performance evaluations may be conducted annually or as deemed necessary by the Employer. Employees will be informed of the criteria to be used in advance of the evaluation period. A copy of the completed evaluation will be furnished to the employee,

together with an opportunity to discuss the results with the supervisor who conducted the evaluation. If the employee disagrees with the evaluation, he or she may attach comments to the official record and/or appeal the evaluation up to Step 2 of the grievance procedure.

ARTICLE 15
DISCIPLINARY ACTIONS

15.1. Union Representation at Disciplinary Interviews. If an employee is interviewed by a supervisor or manager for reasons that involve or may potentially involve disciplinary action, including the investigation of possible misconduct, the employee will have the right to have a Union representative present upon request.

15.2. Just Cause. No employee shall be subject to discipline, including discharge or non-renewal of a term appointment, except for just cause. Discipline shall be progressive in nature and corrective in aim, except when an offense is so egregious that discharge is warranted notwithstanding the lack of prior discipline.

ARTICLE 16
GRIEVANCE PROCEDURE

16.1. Purpose. The purpose of this procedure is to resolve disputes affecting the terms and conditions of employment, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness.

16.2. Definition. The term "grievance" means an appeal of the interpretation, application, or violation of applicable written policies, written agreements, or administrative decisions affecting the terms and conditions of employment. A Grievant may be an individual employee, a group of employees, or the Union itself.

16.3. General Provisions. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

(a) Formal grievances will be presented by the Union, and grievants will be represented at all stages of the grievance procedure by a steward or other designated Union representative. Notwithstanding this provision, if the Union declines to present a grievance on behalf of an employee, the employee may present the grievance himself or herself at the lowest applicable level of the grievance procedure. Nothing herein will prevent an employee with a grievance from discussing the matter informally with an appropriate supervisor outside of the grievance procedure.

(b) A grievance must be filed within 21 calendar days after the action(s) being grieved or within 21 calendar days after the grievant had actual or constructive knowledge of the actions. Failure to file or advance a grievance within the prescribed time limits without good cause will result in forfeiture. Time limits for filing or responding to grievances at any step may be extended by consent of the parties.

(c) Grievances will be initiated at the lowest step of the grievance procedure in which the management representative has authority to adjust the matter. Steps may be waived by agreement of the parties.

(d) Grievances will be in writing and signed by the grievant or Union representative. Responses will also be in writing.

(e) All parties will provide discovery upon request, with reasonable promptness.

(f) The parties will have the right to present witnesses and documentary evidence at grievance hearings.

(g) There will be no loss of pay for employees as a result of participation in the grievance procedure.

16.4. Grievance Steps. The steps of the grievance procedure will be as follows:

Step 1. The grievance will first be submitted to the Chief of Police, who will make an effort to resolve the problem and respond within seven calendar days.

Step 2. If not resolved at the previous level, the grievance will be submitted to the Administration Committee of the City Council within 14 calendar days following the Employer's response. A hearing will be held, and the Committee will issue a decision within 14 calendar days.

Step 3. If not resolved at the previous level, the grievance will be submitted to the Mayor (or the Mayor's designee) within 14 calendar days following the Employer's response. A hearing will be held, and the Mayor will issue a decision within 14 calendar days.

Step 4. If the Union is not satisfied with the response to the grievance at the preceding step, demand for arbitration may be made by the Union within 30 calendar days thereafter. Unless agreed otherwise by the parties, the arbitrator will be selected pursuant to the procedures of the Public Employment Relations Commission.

(a) Arbitration will be limited to grievances based upon the interpretation, application, or violation of this Agreement.

(b) The arbitrator will not add to, subtract from, or modify the terms of this Agreement.

(c) The arbitrator will hear the case and issue an award in writing to the parties, which will be final and binding.

(d) The costs for the arbitrator, including fees and expenses, will be borne equally by the Employer and the Union. Any other expenses will be paid by the party incurring them.

ARTICLE 17
APPLICATION OF AGREEMENT

17,1. Fully-Bargained Provision. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

17.2. Modifications. This Agreement will not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

17.3. Severability and Savings. If any provision of this Agreement is deemed by a court of competent jurisdiction to be illegal, such provision will be null and void, but the remainder of the Agreement will continue in full force and effect.

ARTICLE 18
MAINTENANCE OF OPERATIONS

18.1. No Strike or Lockout. There will be no strike or lockout during the term of this Agreement.

ARTICLE 19
TERM OF AGREEMENT

19.1. Effective Date and Duration. This Agreement will be effective immediately and will continue in full force and effect through December 31, 2029.

19.2. Negotiation of Successor Agreement. The parties will commence negotiations for a successor Agreement on or after October I, 2029.

Signed this 27 th day of April, 2026

For the Communicaitons Workers of America

For the City of Salem

APPENDIX
HOURLY RATES

In accordance with Article 7, the hourly rates of pay for Crossing Guards are as follows:

2026	$17.43
2027	$17.86
2028	$18.31
2029	$18.77