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Burlington County

CONTRACT OF THE TOWNSHIP OF
MAPLE SHADE
AND
AMERICAN FEDERATION OF STATE,
COUNTY, MUNICIPAL EMPLOYEES

1976

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PREAMBLE

This agreement entered into this *First* day of September, 1976 by and between the Township of Maple Shade, in the County of Burlington, a municipal corporation of the State of New Jersey, hereafter called the "Township" and the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 71, Local 1160, has as its purpose to create a working policy which will serve to promote and foster the relationship between the employees and the Township of Maple Shade, and to set forth the basic policy governing wages, hours of work and other conditions of employment. It is recognized that the proper and efficient operation of each department and division is necessary to the welfare of the community and that proper functioning and increased efficiency can be assured only through complete cooperation of management and employees. It is understood that the primary obligation of all township employees is to the public.

ARTICLE I - RECOGNITION

Local 1160 of District Council 71-AFSCME, has bargaining rights over those classifications which were eligible to participate in the representation election conducted by PERC on August 11, 1975, as shown on attached Schedule "A," and it is understood that classifications established after that date will be subject to discussion as to whether they will or will not be covered by this agreement.

The management agrees to meet and bargain with the accredited representatives of the union on matters pertaining to wages, hours of work, working conditions and fringe benefits. The negotiated items of wages, hours and working conditions herein provided shall not be changed without discussion with the union.

ARTICLE II - MANAGEMENT RIGHTS

It is agreed that the administration of the township, and the direction of the employees, including the making and enforcing of reasonable rules to assure orderly and efficient operations, the determining of employee competency, the right to hire, to transfer, to promote, to demote, to dismiss or discipline for cause, and to lay off for lack of work, are rights vested exclusively in the management personnel of the township, subject to the terms of this working policy agreement.

It is further agreed that the direction of the work forces, the right to plan, direct, and control township operations, the right to introduce new or improved work methods, equipment or facilities, the amount of supervision necessary, are rights vested exclusively with Management.

The above rights of Management are not all inclusive, but indicate the type of matter or rights which belong to and are inherent to Management. Any of the rights, powers, or authority the Township had prior to the signing of this Agreement are retained by the Township, except those specifically abridged, delegated, or granted to others, or modified by this working policy agreement.

ARTICLE III - UNION RIGHTS

A. The Township shall not discharge or discriminate in any way against any employee for union association or membership as long as those activities do not in any way unreasonably disrupt normal operations of the departments of the Township.

B. The rights of both the Township and the Union shall be respected and the provisions of this agreement for the orderly settlement for all questions concerning such rights shall be preserved.

C. Employees covered by the terms and conditions of this Agreement shall retain all rights guaranteed under the State of New Jersey Civil Service Commission.

D. This Agreement shall not be changed or amended except by mutual agreement reduced in writing and duly executed by the parties thereto.

ARTICLE IV - UNION REPRESENTATIVES

A. The Union Negotiating Committee shall consist of up to five (5) representatives selected by the Union.

B. The Union Negotiating Committee may, as they desire, be accompanied by the business representative and/or officers of the International Union in their meetings with Management representatives.

C. No union business shall be conducted on township time or township property without the prior express approval of the Township Manager.

D. With respect to internal investigations the Township shall make available to the Union, upon request, copies of all charges for disciplinary action against all employees covered by this agreement, and the results thereof.

ARTICLE V - DUES CHECK-OFF

A. The Township agrees to deduct on a monthly basis from the earnings of employees who are members of the union, and who have signed individual check-off authorization cards in the following form, uniform dues of \$7.50 per month, subject to change within thirty (30) days of written notification from the District Council 71, and remit to the Financial Secretary of District Council 71, 525 Cooper Street, Camden, New Jersey, 08102, the dues so deducted. The written authorization shall be effective until cancelled by the employee by the same making written notification of cancellation to the Township Manager and District Council 71, as provided by N.J.S.A. 52:14-15.9e.

B. The written check-off authorization card shall be furnished by the Union. The Union agrees to hold the township harmless for any deductions made.

C. This dues deduction herein contained will become effective the month following the execution of this agreement, and will terminate with the termination of this agreement. Any employee who is transferred to a classification which is not within the bargaining unit as herein defined, or any employee whose employment is terminated by death, resignation, discharge, layoff, retirement, or leave of absence shall cease to be subject to check-off deductions beginning with the month in which such termination or transfer occurs.

ARTICLE VI - LEAVE OF ABSENCE

A. Leave of absence without pay:

1. A leave of absence without pay will be granted for good cause to any employee for a period of ninety (90) days after the completion of the probationary period. Said leave shall not be arbitrarily or unreasonably withheld. A leave of absence for the sole purpose of seeking other gainful employment shall not be considered good cause.
2. No person shall be required to take a leave of absence without his written consent made in the presence of a Union representative.
3. The maximum time for which an employee may request and obtain a leave of absence shall be for a period of six (6) months. Following the utilization of such time, all further leaves of absence shall be afforded only with the expressed consent and approval of the Township Manager and/or his designated representative.

B. Funeral Leave:

1. An employee shall be granted a special leave, with pay, for up to three (3) calendar days because of a death in his immediate family, which is defined as relatives residing in the same household; or for the death of a father, mother, grandparents, sister, brother, father and mother-in-law or son and daughter-in-law, who reside elsewhere;
2. An employee shall be granted a special leave with pay for a period of one (1) calendar day to attend the funeral of any relative not specifically cited in Section 1;
3. Notwithstanding any other provisions of this article, an employee shall be granted a special leave with pay for a period of ten (10) calendar days due to the death of his spouse and/or children.

C. Military Leave:

1. Any employee who is a member of the active Reserve Forces of the United States, or the National Guard, or similar

organizations affiliated therewith, shall receive a leave of absence with pay for a period up to two weeks per year to attend required summer training camp. Said leave shall not be part of, but shall be in addition to the employee's regular vacation.

2. Any employee called up for active duty with the armed forces of the United States shall be placed on an extended leave of absence for the duration of his active service.
3. Any employee on such extended military leave who so chooses, shall be paid for accumulated vacation leave accrued, but not taken, and holidays accrued but not taken, and the employee's accumulated sick leave shall not be forfeited.
4. Reemployment following such leave shall be in accord with the provisions of the Federal law.

D. Jury Duty:

1. Any employee called for jury duty shall receive a leave of absence with pay minus the amount of compensation for said duty, for the period of his service period.

ARTICLE VII - HOURS OF EMPLOYMENT

A. The normal work week for full time employees shall be forty (40) hours per week, as per past practice. Employees shall be entitled to lunch periods as follows: Police (clerical) and Tax Office, one (1) hour paid; Police Dispatchers and Sewer Division, one-half ($\frac{1}{2}$) hour paid; Water Division, first shift, one-half ($\frac{1}{2}$) hour paid; Water Division, second and third shift, none, except employee may eat on the job; Streets Division, one-half ($\frac{1}{2}$) hour, not paid. If employees of the Tax Office are required to work one evening per week they will be given compensatory time off for those hours over their normal work week. For pay purposes, the work day shall begin at 12.01 a.m. and end at 12.00 midnight, and the work week shall start with those shifts ending after 12.01 a.m. on Monday, and end with those shifts ending before 12.00 midnight on Sunday.

B. All hours worked in excess of forty (40) hours in one week or eight hours in one day, except regular evening Tax Office hours for which compensatory time is given, shall be paid at one and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay. Only straight time hours actually worked, holidays and vacation go towards the breakover point for overtime. The working of overtime will be mandatory at the discretion of the Township Manager, however, Management has the obligation to be reasonable in the assignment of overtime. It is understood that the primary obligation of all township employees is to the public. Management has the right to schedule overtime as required in a manner most advantageous to the township, and consistent with requirements of municipal employment and the public interest. Unexcused failure of an employee to report for assigned overtime shall be deemed refusal to work and shall constitute insubordination and neglect of duty.

C. In order to handle matters involving a great public inconvenience or public threat, the Township reserves the right to reschedule personnel within the workday or workweek on a temporary basis to best meet existing conditions. Such period of rescheduling for such purpose shall not

exceed a period of thirty (30) days.

ARTICLE VIII - HOLIDAYS

A. The following shall be celebrated as paid holidays by all regular full time employees: New Year's Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas Day.

B. In addition all full time employees shall be granted one (1) personal holiday of his choice but such day shall not unduly interfere with the department's operation. Requests for such day shall be made one week in advance of the time desired.

C. A full time employee working a regular schedule shall be excused from work on the above day unless otherwise scheduled by the department head. However, an employee normally scheduled to work will be given first preference to work if work is required, provided he has the ability to perform such duties.

D. Any employee governed by this agreement who is called back to work on his or her holiday shall be given at least three (3) day's notice except in an emergency.

E. If any of these holidays fall on a Saturday, the preceding Friday will be normally granted as a day off with pay, in lieu of the actual holiday. If a holiday falls on Sunday, the following Monday will normally be granted as a day off with pay in lieu of the actual holiday.

F. If an employee is not being paid his regular salary or wages because of an unexcused absence either the work day before or the work day after a holiday, he forfeits the holiday pay.

G. If a holiday falls during an employee's vacation period, he shall not be charged a vacation day.

H. All paid holidays will be paid on the next pay period after it is earned.

I. Employees who work on a holiday shall be paid at the rate of one and one-half (1½) times their regular rate of pay plus the holiday pay with no time off later.

ARTICLE IX - VACATION

A. The annual vacation shall be granted strictly in accord to the following schedule, to wit:

1. Between January 1 and March 31 inclusive of each year, vacation for the said calendar year shall be granted upon request with priority dates in accord with seniority within the unit.

2. On and after April 1 of each year, vacations for said calendar year shall be granted upon request with priority dates conditioned on the order on which said requests are received.

B. The vacation year begins on January 1 of each year and ends on December 31. Vacation must be taken in the year earned or in the following vacation year unless extended in writing by the Township Manager with the approval of the employee.

C. Vacations will be scheduled with the approval of the department head. In general, department heads shall give as much consideration as possible to the employee's preference, while at the same time maintaining the staff necessary to meet operational requirements. Such leave shall not be arbitrarily or unreasonably withheld.

D. Vacation shall be granted for continuous uninterrupted service computed from the last date of hire in accord with the following schedule: 0 to 1 year - 1 day per month. 1 to 10 years - 12 days per year. 11 to 20 years - 15 days per year. 21 years or more, 20 days per year.

E. Vacation credits may be taken in increments of not less than one day.

ARTICLE X - OVERTIME

A. Any employee required to work overtime shall be paid at the rate of one and one half times his regular rate of pay for all authorized overtime. However, this provision shall not apply to part time employees, or employees of the Tax Office who receive compensatory time for evening hours.

B. Normal overtime shall be distributed on a rotating basis provided the employee has the ability to perform the required duties.

C. Overtime records shall be posted and maintained in each department by the department head, and any employee who declines to work overtime for the purposes of keeping the aforesaid records will be charged as if he actually worked said overtime.

D. Overtime shall be paid as promptly as possible, but in no case, any later than the second pay period following the pay period in which the overtime is worked.

E. The voluntary exchange of hours or days by employees shall not result in the payment of overtime as heretofore provided.

ARTICLE XI - SICK LEAVE

A. Each full time employee shall earn sick leave credit at the rate of one and one quarter ($1\frac{1}{4}$) days for each full calendar month of service. No credit is earned for any month in which an employee is without pay for the entire month.

B. Employees may use sick leave, with the approval of the responsible administrative officer of the employing unit for absence due to illness, injury or exposure to contagious disease which could be communicated to other employees. If the department head has reason to believe that any employee is abusing the sick leave provisions he may place the employee on notice that the employee shall be required to supply a medical doctor's certificate of cause for any future claimed sick leave. And, in addition, a doctor's certificate will be required if an employee is off sick for three (3) consecutive days.

C. No employee who is off sick shall be paid for more than eight (8) hours in any twenty-four (24) hour period, unless his normal work period is more than eight (8) hours. If an employee is scheduled to work on a holiday, and reports sick, the employee will receive regular holiday pay, and it will not be charged against sick leave. If an employee is working on a holiday and reports off sick, he shall receive regular holiday pay plus the pay for the hours actually worked as one and one half (1½) times his regular rate of pay, and will not be charged for sick leave.

D. Sick leave will be paid only when an employee or a member of his immediate family notifies his supervisor of his absence prior to his starting time.

ARTICLE XII - COMPENSATION

A. When a full time employee is injured in the line of duty, he shall be entitled to an injury leave with full pay up to one year from the date of disability during the period in which he is unable to perform his duties, provided that the examining physician certifies such injury or disability, and that the employee shall agree to reimburse the township for monies he may receive from Workmen's Compensation, temporary benefits or from possible legal settlement from, or judgement against the person or persons responsible for the injury to the extent said benefits or payment on judgement are specifically awarded for loss of wages, previously paid by the township. Such injury leave shall not be charged against an employee's sick leave.

ARTICLE XIII - HEALTH AND WELFARE

A. All permanent employees shall, at their option, be covered by hospitalization insurance paid by the township, such insurance being comparable to the insurance coverage in effect as of December 31, 1975.

ARTICLE XIV - SEVERANCE PAY

A. Upon severance, employees shall receive all just compensation, including any sums due for holidays, vacations or compensation time, to which they are legally entitled, after returning all township property.

ARTICLE XV - EXCHANGE OF HOURS

A. Employees may temporarily exchange hours of duty with the approval of the department head, provided that said exchange shall not result in an employee working in excess of sixteen (16) hours in a 24 hour period.

ARTICLE XVI - BULLETIN BOARDS

A. The Township shall provide and install bulletin boards and/or provide space for the posting of notices relating to matters and official business of the union.

ARTICLE XVII - PERSONNEL FILES

A. Each employee shall be entitled to inspect his personnel file upon request between the hours of 9.00 a.m. and 5.00 p.m. on any work day which shall be defined as any week day which is not a holiday.

B. Personnel files shall include all records in the employee's personnel jacket.

C. Notwithstanding any other provision of this article to the contrary, the township shall not be obligated to allow the examination of any more than two personnel files in any one day.

ARTICLE XVIII - GRIEVANCE PROCEDURE

A. The purpose of this section is to settle all grievances between the township and the members of the union as quickly as possible so as to assure efficiency and promote employee morale.

B. A grievance is defined as a disagreement or dispute between the Township and an employee involving the application, interpretation or alleged violation of this agreement.

C. Any grievance must be presented within three (3) working days after the aggrieved party knew of the event or events upon which the claim is based, or else such grievance is deemed waived.

D. A grievance shall be processed as follows:

Step 1. The aggrieved employee shall discuss and attempt to resolve the matter at the lowest level of supervision where the grievance can be resolved. The supervisor involved will respond to the aggrieved employee within three (3) working days.

Step 2. If the grievance is not adjusted at Step 1, it shall then be submitted in writing within five (5) working days of the supervisor's response or failure to respond at Step 1, to the supervisory officer at the next highest level of command. Should the aggrieved employee fail to do so, the grievance shall be considered resolved. This supervisory officer will meet with the employee and a representative of the local union, if the aggrieved employee shall so desire, within five (5) working days. The supervisory officer shall respond in writing to the aggrieved employee within five (5) working days.

Step 3. If the grievance is not adjusted at Step 2, it will be submitted in writing within five (5) working days of the response of the supervisor at Step 2 or his failure to respond to the Township Manager or his designated representative, who shall seek to resolve the grievance with the appropriate union representative. Should the aggrieved employee fail to appeal the decision in Step 2, the grievance shall be considered resolved.

Step 4. If the parties are unable to resolve the grievance at Step 3, within thirty (30) working days and the grievance is not one which is subject to Civil Service appeal, then either of the parties may elect to proceed to arbitration. The Township and the Union shall share equally the expense of the arbitrator. Arbitration shall be by a single arbitrator mutually selected by the parties. Either party may request the American Arbitration Association to submit a panel of seven (7) arbitrators to both parties, and the parties shall be subject to the rules of the American Arbitration Association. Each party shall notify the Association of its selection from the panel submitted, and the Association shall then appoint the arbitrator to hear and decide the dispute.

E. Only the signators to this Agreement shall have the right to submit a grievance to arbitration and the arbitrators shall be binding on the parties, not withstanding any other provisions of this article to the contrary.

F. The parties agree that during the life of this Agreement there shall be neither lockouts or strikes. The parties further agree that all disputes arising out of the interpretation of the Agreement shall be resolved through the use of the Grievance Procedure herein.

ARTICLE XXIX - DISCIPLINE

A. Any employee may be disciplined for conduct unbecoming a public employee.

ARTICLE XX - EQUAL TREATMENT

A. The Township shall not discriminate against employees covered by this Agreement on the basis of sex, race, religion, marital status, nationality or union activities of membership.

ARTICLE XXI - UNIFORM ALLOWANCE

A. The Township agrees to provide a clothing allowance for all civilian employees in the Police Department in the amount of \$125.00 per year payable on or about December 1 of each year.

B. The Township also agrees to provide employees in the Water, Sewer

and Streets Divisions, and other employees required to wear uniforms by the Township with a suitable uniform rental service, or a clothing allowance of \$75.00 per year, payable on or about December 1 of each year.

ARTICLE XXII - PAY PERIOD

A. The employees shall be paid at 9.00 a.m. on alternate Fridays, except in cases where said paydays shall fall on a holiday in which case the employees shall be paid at 9.00 a.m. on the day immediately preceding said holiday.

ARTICLE XXIII - CONTINUOUS SERVICE

A. The Union, Management and Employees realize that we are engaged in rendering service to the public and that there is an obligation on each party for the continuous performance and availability of such service. Employees shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of the Township and its services to the public, and shall further cooperate in promoting and advancing the welfare of the Township by providing necessary service at all times.

B. The Union shall not, nor shall any member, employee, representative, or agent of the union, or any person acting on its behalf directly or indirectly, engage in or encourage other employees to engage in any picketing, strike, or work stoppage.

ARTICLE XXIV - SALARY AND OTHER MONETARY BENEFITS

A. Effective January 1, 1976, all employees covered by this Agreement shall receive an eleven (11) percent across-the-board salary increase on the salaries being paid on that date.

B. Call In:

1. Any employee called in to work by proper authority after his normal hours of employment shall be guaranteed at least two (2) hours of work regardless of the number of hours actually worked. All call-in time shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for time worked until the employee's regular starting time.

C. Shift Differential:

1. For any shift commencing between the hours of 12.00 noon and 4.00 a.m. of the following day differential pay shall be paid as follows:
 - (a) For any shifts starting at 12.00 noon or after, but not later than 10.59 p.m. - 5% salary adjustment.
 - (b) For any shift starting at 11.00 p.m. or after, but not later than 4.00 a.m., - 7% salary adjustment.

- (c) An employee will not be paid differential pay when the employee is working on a call-in basis at $1\frac{1}{2}$ times his regular rate or is working on an overtime basis at $1\frac{1}{2}$ times his regular rate, or Tax Office employees working less than three (3) hours after 5.00 p.m.

D. Travel Expenses:

1. All employees traveling outside the township on authorized business shall be reimbursed for all expenses incurred in such business. When the Township does not provide a motor vehicle for such travel, the employee shall be paid twelve (12) cents per mile for the use of his own vehicle.

ARTICLE XXV - CETA PROGRAM

A. Both parties to this Agreement recognize that the Township of Maple Shade is participating in the Federal Comprehensive Employment and Training Act, hereafter referred to as CETA. The Township of Maple Shade is a subgrantee of the County of Burlington, State of New Jersey, with respect to this program.

B. Both parties recognize that this program is subject to the termination at any time by the Federal government, State of New Jersey or Burlington County.

C. The employees employed under this program are eligible for union membership and the benefits in this Agreement pertaining to sick leave, vacation, holidays, overtime and insurance.

D. It is recognized and agreed by both parties that the employees employed under the CETA Program are not covered by any Civil Service laws or regulations.

E. The Township retains the exclusive right to terminate the program at any time and to designate the CETA employees who will be transferred to regular township employment when the program terminates, or during the life of the program, by name and number.

F. Any retroactive pay provisions of this Agreement are conditioned on the approval of Burlington County Manpower Director as to funding. No payments will be made without such approval.

ARTICLE XXVI - PART TIME EMPLOYEES

A. Both parties to this Agreement recognize that included in the bargaining unit are certain permanent part time employees, as defined by Civil Service law.

B. This Agreement shall apply to these employees as it does to full time employees, with the exception of the following provisions of this Agreement which will not apply, except as herein provided: Vacation, sick leave, hospitalization, leave of absence, holidays, premium paid for

overtime, shift differential.

C. In regard to vacation and sick leave, permanent part time employees shall receive these benefits on a pro-rated basis. The pro-ration shall be made by the Township Manager by dividing the employee's average, normal, annual hours into a factor of 2,080 hours, and applying the resulting percentage to the amounts of sick leave and vacation specified in this Agreement.

D. In regard to hospitalization, a permanent, part time employee, at his option, may be covered by group hospitalization by paying a pro-rated part of the cost. The part of the total cost to be paid by the Township shall be equal to the percentage factor as determined in paragraph "C" above, times the total cost. The employees desiring the coverage must remit the difference to the Township Treasurer by the first of each month, to keep the coverage in effect.

ARTICLE XXVII - SENIORITY

A. The parties agree that in regard to seniority, the provisions of the Civil Service law apply.

ARTICLE XXVIII - SAFETY AND HEALTH

A. A committee shall be formed consisting of one representative of Management and one from the Union. The purpose of the committee shall be to make recommendations to the Township Manager concerning matters of safety and health.

ARTICLE XXIX - VACANCIES IN POSITIONS

A. Should a vacancy occur in the Bargaining Unit the vacancy will be made known to the Union.

ARTICLE XXX - NO CONFLICT PROVISIONS

A. Should any conflict arise between the foregoing and the Federal or State constitution, Federal or State Law, the ordinances of the Township of Maple Shade and New Jersey Civil Service rules and regulations, the latter will take preference. However, the Township shall not adopt any ordinance which shall be in conflict with this Agreement.

ARTICLE XXXI - NO VERBAL STATEMENT

A. This working policy Agreement constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

ARTICLE XXXII - SEPARABILITY

A. In the event that any provision of this Agreement between the parties shall be held by operation of law, or by court, or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remaining of the provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect.

B. It is further agreed that in the event that any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modifications or revisions of such clause or clauses.

ARTICLE XXXIII - PERIOD OF CONTRACT

A. This contract shall cover the period from January 1, 1976 to midnight December 31, 1976, prevailing time.

B. The base salary provisions and holidays as provided for in Article XXIV, Paragraph A and Article VIII of this contract shall be effective January 1, 1976. All other provisions shall become effective when the proper ordinances by the Township Council are adopted, or upon signature of this contract, whichever shall occur last. Such adoption by the Township Council shall be done as soon as possible.

C. Negotiations for renewal of this contract or for the execution of a new contract shall begin no later than October 15, 1976.

ARTICLE XXXIV - EXECUTION OF CONTRACT

A. In executing this Agreement, Local 1160 of District Council 71 of the American Federation of State, County, Municipal Employees represents that the membership of the organization has been made aware of its responsibilities individually and collectively under this Agreement at a regularly scheduled meeting of the local union and that by an affirmative vote of a majority of the membership, the individuals executing this Agreement have been authorized by the membership to take such action.

For AFSCME-AFL-CIO Local 1160:

For Township of Maple Shade:

Ernest M. Gaid
President

Richard Cartmel (Gutierrez)
Vice President

Alice Panza
Secretary

Anderson E. Pope
President, District Council #71

J. A. M. [Signature]
Witness

John H. DePinto
Mayor, Township of Maple Shade

Rosemary Wallace
Attest: Township Clerk

Richard [Signature]
Township Manager

OFFICE OF ELECTION - Attachment

Laborer

Water Treatment Operator

Equipment Operator

Dispatcher

Maintenance Repairman

Truck Driver

Senior Clerk Typist

Meter Reader

Bookkeeping Machine Operator

Sewer Plant Operator

Water Meter & Water Repairman

Cashier

Building Maintenance Worker

Library Assistant

Junior Library Assistant