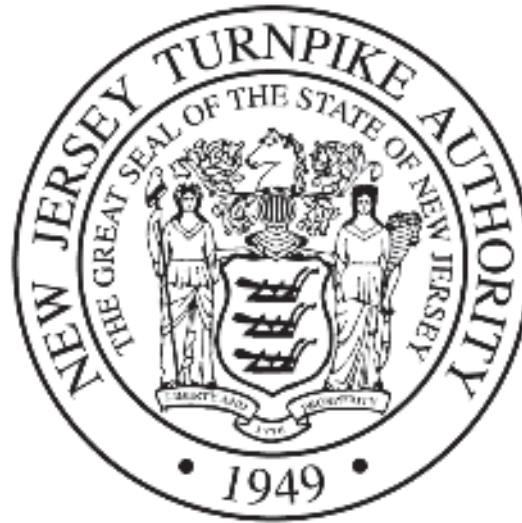
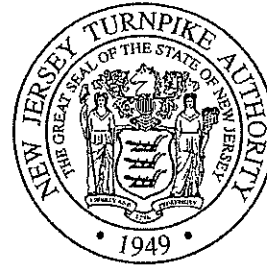




New Jersey Turnpike Authority

Employee Union Contract

Local 196 IFPTE Part-Time Toll Collectors



AGREEMENT BETWEEN
NEW JERSEY TURNPIKE AUTHORITY
AND
LOCAL 196 IFPTE
PART-TIME TOLL COLLECTORS

July 1, 2011 through December 31, 2013



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AGREEMENT

This Agreement, made and entered into on April 27, 2011, and effective from June 30, 2011 until midnight December 31, 2013, is between the New Jersey Turnpike Authority, hereinafter referred to as the "Authority", and Local #196, International Federation of Professional and Technical Engineers, AFL/CIO, Part-Time Toll Collectors, hereinafter referred to as the "Union."

ARTICLE I - RECOGNITION

The Authority recognizes the Union as the Sole Bargaining Agent pursuant to Chapter 303, P.L. 1975, of all Local 196 Part-Time Toll Collectors hereinafter referred to as the "employee."

ARTICLE II - INTENT AND PURPOSE

1. It is the intent and purpose of the parties hereto in entering this Agreement to maintain and promote harmonious relations and close cooperation between the Authority and its employees and to set forth herein the basic Agreement to be observed by the parties hereto covering terms and conditions of employment. Union Officers, Stewards and/or Representatives shall not be discriminated against, interfered with, restrained or coerced by the Authority because of any Union activity in conjunction with this Agreement or law.
2. The provisions of this Agreement shall be applied to all employees covered hereby without discrimination based on sex, age, race, color, creed, handicap or marital status, national origin, sexual orientation, or union activity.

ARTICLE III - HOURS OF WORK

1. The normal schedule for employees shall be twenty (20) hours per week with the workweek not to exceed five (5) days. The workweek shall be from Monday through Sunday. Employees shall be used to staff Garden State Parkway toll lanes and to staff toll lanes to cover break periods for full-time toll collectors. A 28-day schedule will be posted two (2) weeks in advance. Any mutual exchange of tours must be arranged at least one week in advance. Emergency changes will be approved at the option of the Authority.
2. Mileage will be paid at the IRS rate for reassignments to ramps and plazas.
3. An employee may be assigned to fill unscheduled absences at his/her plaza or at the two (2) adjoining mainline plazas or interim plazas, if required. Any such assignment will be in inverse order of seniority.
4. Transfers will be made on the basis of seniority. If a vacancy exists it shall be posted for five (5) calendar days at all Plazas. If more than one-employee bids for said vacancy the job shall be awarded to the employee with the highest seniority.
5. Additional hours of work shall be rotated on a seniority and plaza basis. Area Managers shall maintain an up-to-date Additional Hours List. An employee who cannot be contacted or refuses additional hours shall be charged with the hours, except an employee already scheduled for the tour for which the additional hours are needed. The Authority has sole discretion to determine whether additional hours shall be worked.

6. Effective November 25, 2013, employees, who work more than eleven (11) hours in a twenty-four 24 hour period, which includes at least seven hours of unscheduled time, shall be paid one (1) twelve dollar (\$12.00) meal allowance.

7. Instructions - Additional Hours Call-In Procedure

The Authority will make its best efforts to adhere to the following procedure for canvassing employees for additional hours:

- (a) Calls will be made to off-duty employees based on the Additional Hours List initially by seniority and thereafter to the employees with the least amount of additional hours worked or charged.
- (b) Employees on sick leave shall not be contacted.
- (c) Additional hours worked or refused will not be charged if the hours worked are for a Plaza other than the base Plaza, or the next adjacent mainline Plaza and/or any of their associated ramps.
- (d) An employee who is out for any reason, for a period of thirty (30) days, when returning to work will be charged on the Additional Hours List the amount of hours of the employee who has the greatest number of hours on the Additional Hours list.

New hires and transfers into the plaza will be charged the number of hours of the highest employee on the Additional Hours list.

8. A work day is defined as from 10:00 p.m. to 9:59 p.m.
9. Effective November 25, 2013, employees who work on one of holidays listed below shall be paid at the rate of one and one-half times (1.5x) their normal hourly rate.

New Year's Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

ARTICLE IV - SENIORITY

Seniority is defined as the length of an employee's continuous employment with the Authority as a Local 196 Part-Time Toll Collector. During the first six (6) months of employment as a Local 196 Part-Time Toll Collector, the employee shall serve a probationary period during which the employee is an at-will employee and can be terminated at any time. The Authority has the right to extend the probationary period for an additional six (6) months. The Authority shall not deduct union dues from Local 196 Part-Time Toll Collectors during their probationary period.

If an employee has worked for six (6) or more months as a Local 196 Part-Time Toll Collector, has successfully completed probation, and, without a break in service, is then hired by the Authority as a full-time employee in Local 196, Chapter 1, the Authority will begin deducting

union dues from the employee on his/her first day of full-time employment as a member of Local 196, Chapter 1. Although dues will be deducted from such an employee beginning the first day of full-time employment in Local 196, Chapter 1, such an employee shall be considered a probationary employee during his/her first six (6) months of employment as a full-time employee in Local 196, Chapter 1, and is an at-will employee and can be terminated at any time.

If an employee has worked for fewer than (6) months as a Local 196 Part-Time Toll Collector and is hired by the Authority as a full-time employee in Local 196, Chapter 1, the Authority will begin deducting union dues from the employee only after he completes his probationary period as a full-time member of Local 196, Chapter 1.

If a Local 196 Part-Time Toll Collector is hired as a full-time Authority employee, the period of service as a Local 196 Part-Time Toll Collector service shall not be considered as service time when calculating service time for benefits purposes of a full-time employee.

Upon written request by the Union, the Authority shall provide the Union with a seniority list. Such seniority list will include employees' names and dates of hire as a Local 196 Part-Time Toll Collector. Any errors found by the Union shall be promptly corrected by the Authority.

If it elects to hire a Local 196 Part-Time Toll Collector to fill a vacant full-time Local 196 Toll Collector position, the Authority shall offer the full-time position to the most qualified employee based on attendance, work record, and discipline. Seniority in the union shall serve as a tie breaker if there are two (2) or more equally qualified candidates.

ARTICLE V - UNION REPRESENTATION

Upon a written – which includes e-mail – request from the Union, the Authority agrees to release Union Officials from work, without pay, as an excused absence to address Union matters. The Authority's approval of such requests shall not be unreasonably withheld.

ARTICLE VI - GRIEVANCE PROCEDURE

All differences, disputes and grievances with respect to the application and interpretation of this Agreement shall be taken up between the Union and the Authority as follows:

1. A grievance shall be presented in the manner described hereafter not more than ten (10) calendar days after the occurrence of the cause of such complaint or within ten (10) calendar days after becoming aware of the cause for such complaint. The issue will first be discussed between the aggrieved member and the Union Officer representing such member. Such Union Officer shall notify the grievant's Area Manager, as soon as possible of the member's desire to discuss the issue. Next, the Union Officer and the aggrieved (if he/she desire) shall present the grievance to the grievant's Area Manager. This grievance may be stated orally.

If no settlement is reached, the Union shall have ten (10) calendar days from the date of the meeting with the Area Manager to submit, by way of e-mail, a written grievance to the Human Resources Department, with a written copy submitted to the Tolls Department.

All grievances shall be decided on paper and there shall be no hearing. The Authority's Human Resources Department shall appoint the Hearing Officer to rule on the paperwork

submitted by the parties. The Authority shall have ten (10) calendar days to submit its written response to the Union's grievance to the Hearing Officer. The Authority shall e-mail the Union a copy of its submission to the Hearing Officer.

2. The assigned Hearing Officer shall have ten (10) business days to render a written decision on the grievance. The Hearing Officer may take additional time to render a decision upon notice to the parties.
3. If either party disagrees with the Hearing Officer's decision, it may submit an Arbitration request to the Public Employment Relations Commission/Division of Conciliation & Arbitration and the parties shall select an Arbitrator from the selection list(s) provided by the PERC in accordance with the PERC rules. Further, the party desiring the Arbitration may have the option of submitting the grievance to "expedited" Arbitration under the PERC rules governing same. The party must file for arbitration, and provide written notice to other party, within ten (10) calendar days of the date of the Hearing Officer's decision. If a party does not file for arbitration and does not provide written notice to the other party of intent to file for within the specified ten (10) calendar days, the right to pursue arbitration will be waived and the Hearing Officer's decision shall stand.
4. The parties shall split the cost of arbitration. The cost of the arbitration includes only the cost of the arbitrator.
5. Either party may request an extension of time at any one of the above steps, and an extension cannot be unreasonably withheld. But a party may request only one (1) extension and the request must be made in writing, which includes e-mail, before the expiration of a time limit specified in the specific step. An extension request shall not exceed ten (10) business days.
6. All parties shall have the right to present evidence in writing and examine evidence. All pertinent Authority records will be made available for examination. The arbitration proceedings may be recorded by a stenographer at the expense of the party requesting same. The other party will be given a copy of same at no expense.

ARTICLE VII - BENEFITS

1. Bereavement Pay – Effective November 25, 2013, any employee who is absent from work because of the funeral or other matters relating to the death of his/her spouse, child(ren) or step-child(ren), natural parent, step-parent, parent-in-law, brother, sister, step-brother, and step-sister, will be compensated for such time with a maximum of four (4) hours of paid leave at the employee's straight time rate. The employee shall provide reasonable verification of the death and must exercise this clause within thirty (30) calendar days of the death of the family member. The maximum number of paid bereavement hours shall be eight (8) per calendar year.
2. Safety Shoe Reimbursement – Effective November 25, 2013, the Authority will reimburse employees up to one hundred dollars (\$100) for the cost of safety shoes. Employees must provide the Authority with a receipt and proof of purchase of the safety shoes to receive the reimbursement. Employees may receive the reimbursement only once – during the four (4) month period immediately following the signing of this contract book by all parties. The employee must have purchased the safety shoes during that period. An employee who

receives a Safety Shoe Reimbursement and fails to wear safety shoes will be subject to discipline.

3. Commutation Costs -- employees are responsible for the cost of commuting to and from work.

ARTICLE VIII - WORKING CONDITIONS

1. The Authority and the Union agree to cooperate in providing measures to make employees' working conditions and surroundings acceptable. The Union agrees that all employees shall care for and make proper use of the clothing issued by the Authority. The Authority shall give consideration to suggestions submitted by employees and/or the Union.
2. Employees have the right and duty to notify their supervisors of all hazardous safety conditions.
3. Employees shall be subject to existing Personnel Policies, Practices, Manuals, Rules or Regulations not herein enumerated.
4. Employees must possess a valid New Jersey Driver's license. Employees must have access to a vehicle, which is not owned by the Authority, on their regularly scheduled work days. If an employee loses his/her New Jersey Driver's license he/she must advise the Authority in writing of such. If an employee fails to provide written notice, which includes e-mail, he/she will be disciplined, up to and including termination. Employees who lose their driver's license for a period of nine (9) months or greater shall be terminated. The Authority retains the right to pursue termination of an employee who loses her driver's license for a period shorter than nine (9) months.

ARTICLE IX - MUTUAL COOPERATION

1. The Union and the Authority agree that mutual cooperation is necessary for the Authority to carry out its public responsibility of maintaining a high level of service to the public.
2. The parties agree to resolve problems arising from differences through the Grievance and Disciplinary Action procedures contained herein. The parties further agree to meet and discuss in good faith all matters giving rise to a dispute on the application of this Agreement.
3. The parties agree that the pursuit of harmonious relations between the Union and Authority is the continuing intent of the parties, recognizing the mutual responsibility of each under the New Jersey Employer-Employee Relations Act.
4. The Authority agrees that the provisions of this Agreement shall be carried out in all respects through the life of this Agreement and assures the Union compliance by its Administrative and Management personnel.
5. The Union agrees that this Agreement was reached in good faith pursuant to the applicable New Jersey Employer-Employee Relations Act, and to abide by the terms and conditions of this Agreement through the life of the Agreement.

6. The Union further agrees that during the term of this Agreement it shall cause no strikes, work stoppages, or other acts of disharmony contrary to the intent of this provision or law. The Union agrees that it has full responsibility for any such acts on the part of its negotiating unit.
7. In the event of any such acts enumerated above, such employees so engaged may be subject to disciplinary or dismissal action. The Union further agrees that it will immediately notify all employees in the negotiating unit that any such action is not sanctioned by the Union and that the Union joins with Authority in insisting that all employees cease and desist immediately.
8. The Union further agrees that Authority shall have any and all recourse in law to restore normal working operations.
9. The Union acknowledges that the employees represented by Union are public employees within the meaning of Article 1, Paragraph 19 of the New Jersey Constitution (1947) and, while entitled to the rights and privileges guaranteed public employees under the law, such employees are subject to the limitations upon their rights established by law.
10. Bulletin Boards - The Union may use appropriate existing bulletin boards in the Plazas for the purpose of posting newsletters, announcements of Union meetings, Union elections and results thereof, appointments to Union offices, change in Union By-laws, and social and recreational affairs.

ARTICLE X - JOB CLASSIFICATIONS

Job Classifications and Descriptions shall appear in the Addendum attached hereto and are for informational purposes only.

ARTICLE XI - RATES OF PAY

Subject to Article III, the hourly rates for all employees covered by this Agreement shall be as follows:

START	1 YEAR	2 YEAR	3 YEAR	4 YEAR
\$12.00	\$12.50	\$13.00	\$13.50	\$14.00

ARTICLE XII - AUTHORITY JURISDICTION

The Authority shall exercise exclusive jurisdiction in determining the number of full-time, part-time, and temporary employees assigned to Toll Plazas and Ramps. The Authority retains the right to exercise all rights and privileges of management, subject to the terms of this Agreement.

ARTICLE XIII - LEGAL APPLICATION

Should this Agreement or any portion thereof be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply to only the specific portion of the Agreement affected by such decision, whereupon the parties agree to negotiate immediately a substitute for the invalidated portion thereof.

ARTICLE XIV - ABSENCE POLICIES

1. Outlined below is the method of reporting absences for employees:

- A. For this section, an absent employee is any employee not reporting for duty.
- B. Reporting Absences - When illness, injury, or other emergency prevents an employee from reporting for duty, he/she must notify his/her immediate supervisor not later than two (2) hours before the start of the shift.

If the employee cannot call personally, he/she must arrange that the following information be given to his/her supervisor:

- i. Employee's name
- ii. Employee's telephone number and address where he/she can be reached
- iii. Reason for absence
- iv. Probable duration of absence

2. Whenever an employee is absent from work due to illness, accident, or other like cause, the employee shall be considered to be on leave of absence without pay for three (3) months. Employees who do not return to duty by the end of the 3-month period will automatically be terminated.

3. On June 30th of every year, employees who have worked fewer than four hundred (400) hours in the preceding twelve (12) months shall be separated from employment with the Authority, unless the Authority, in writing, authorized a leave of absence that resulted in the employee working fewer than four hundred (400) hours.

ARTICLE XV - MENTAL OR PHYSICAL DISABILITY POLICY

Whenever it is believed that an employee is unable to perform the duties of his/her employment because of mental or physical disability, the Tolls Department shall refer the employee for a medical evaluation by an Authority physician. If the physician determines that the employee cannot physically perform the job duties of a part-time toll collector, the Authority shall either terminate the employee or offer the employee alternate part-time or temporary work assuming such work is available and the employee is qualified to perform the duties of the part-time or temporary position. The Authority shall adhere to both the Federal and New Jersey Disabilities Act when making its determination. Neither the Union nor employee can contest the decision of the Authority's physician.

ARTICLE XVI - DISCIPLINARY ACTION

1. The Authority has the right to discipline and/or discharge an employee for just cause.
2. Whenever it is believed that disciplinary action may be called for, the Tolls Department will make a thorough investigation of the situation and arrive at a determination. The Tolls Department, whenever possible, must give the employee an opportunity to make a statement in his/her own behalf with a union representative present. The Tolls Department then will decide whether or not the matter should be one for disciplinary action.

3. If the Tolls Department determines that discipline should be pursued, the department shall serve upon the employee and Union a written notice specifying the offense(s) charged.

Local Discipline: All local discipline, suspension without pay of three (3) days or fewer, shall be decided on paper and there shall be no hearing. The Tolls Department shall appoint the Hearing Officer to rule on the paperwork submitted by the parties.

The Tolls Department shall provide the Union and employee with a Notice of Local Discipline within ten (10) business days of the Authority's completing its investigation of the matter. The Notice of Local Discipline shall be in writing, which includes e-mail, set forth the charges, and advise the Union and employee of their right to file with the Hearing Officer a written answer, by way of e-mail, to the charges within five (5) business days of the date of the notice. The Authority shall have five (5) business days from the last day the Union can file its submission to submit its written response to the Hearing Officer. The Authority shall e-mail the Union a copy of its submission to the Hearing Officer. The Hearing Officer shall have thirty (30) calendar days to render a written decision. The Hearing Officer may take additional time to render a decision upon notice to the parties. Notwithstanding the foregoing, the Authority shall have the right to hold a hearing for some local disciplinary matters.

Major Discipline: For Major Discipline, suspension of more than three (3) days, the Tolls Department shall present the Union and employee a Notice of Major Discipline within ten (10) business days of the Authority's completing its investigation of the matter. The Notice of Major Discipline shall be in writing, which includes e-mail, set forth the charges, and advise the Union and employee of their right to file with the Hearing Officer a written answer, by way of e-mail, to the charges within five (5) business days of the date of service of the notice. The Notice of Major Discipline shall also inform that the employee that at the hearing he/she may be represented and accompanied by a Union representative of his/her own choosing and may present any pertinent information or evidence, including witnesses, in his/her own behalf. In the Notice of Major Discipline, the Authority shall set a disciplinary hearing location and date, which shall be no later than ten (10) business days after the date of Notice of Major Discipline. The parties, however, can mutually agree to extend the date of the hearing. Neither party can unreasonably withhold consent to an extension. The Hearing Officer, who shall be appointed by the Director of Tolls or his designee, shall have ten (10) calendar days to render a written decision. The Hearing Officer may take additional time to render a decision upon notice to the parties.

Interim Suspension: In the event of an alleged serious offense, the Tolls Department may suspend an employee without pay, pending drafting of charges. The Tolls Department shall present in writing, which includes e-mail, to the Union and employee a Notice of Suspension without pay, pending drafting of charges, within ten (10) business days of the Authority's completing its investigation of the matter. Within five (5) business days of the Notice of Suspension, the Authority shall provide in writing the Union and employee with a Notice of Charges, which sets forth the charges, and advises the Union and employee of their right to file with the Hearing Officer a written answer, by way of e-mail, to the charges within five (5) business days of the date of service of the notice. The Notice of Charges shall also inform the employee that at the hearing he/she may be represented and accompanied by a Union representative of his/her own choosing and may present any pertinent information or evidence, including witnesses, in his/her own behalf. In the Notice of Charges, the Authority shall set the disciplinary hearing location and date, which shall be set no later than ten (10) business days after the date of Notice of Charges letter. The parties, however,

can mutually agree to extend the date of the hearing. Neither party can unreasonably withhold consent to an extension. The Hearing Officer, who shall be appointed by the Director of Tolls or his designee, shall have ten (10) calendar days to render a written decision. The Hearing Officer may take additional time to render a decision upon notice to the parties.

Either party may request an extension of time at every level of discipline, and an extension cannot be unreasonably withheld. But a party may request only one (1) extension and the request must be made in writing, which includes e-mail, before the expiration of a time limit specified in the specific step. An extension request shall not exceed thirty (30) calendar days.

4. Excluded from disciplinary hearings, and arbitration proceedings will be the employee's outside counsel, his/her immediate family and/or relatives, friends, etc. If an employee is charged with misconduct that could lead to criminal charges, however, the employee's outside counsel shall be allowed to attend any and/or all proceedings.
5. The Union shall be permitted to inspect the employee's file in connection with any hearing within five (5) business days of such hearing, provided the employee involved has given written permission to the Authority to permit such inspection by the Union.
6. The Hearing Officer shall consider the testimony presented at the hearing and the written reply, if any, of the employee charged, and if he/she determines the employee to be guilty, shall impose a suitable penalty. The Hearing Officer shall issue a written decision within ten (10) business days of the close of the hearing. The Hearing Officer shall provide his written decision to the Union and the charged employee.
7. If the employee disagrees with the Hearing Officer's decision, the employee, at the option of the Union, may file for arbitration with PERC. The Union must file for arbitration within ten (10) business days of the Decision and must provide the Authority with written notice of its decision to appeal to PERC.
8. Following receipt of charges, the employee may in writing waive his/her right to a hearing and to contest the charge(s).
9. The Authority shall be permitted to issue letters of reprimand without holding a hearing before the letter of reprimand is issued. The Union, however, may challenge the letter of reprimand under the local hearing process of this article.

ARTICLE XVII - PAYROLL DUES DEDUCTION

1. The Authority agrees to deduct from the wages of all employees of the Union an initiation fee and either dues or Agency Shop fees. Agency Shop fees shall be forty-two and one-half percent (42.5%) of normal dues paid to the Local 196, Chapter 1. Agency Shops fees shall be deducted, rather than dues, unless the Unions shows that the employee has authorized the deduction of dues. An employee can make a request to change from dues to Agency Shop fees at any time upon filing Notice of Withdrawal with the Authority's Finance Department, effective either the first day of the first bi-weekly pay period on or after January 1, or the first day of the first bi-weekly pay period on or after July 1, as selected by the employee member.

The Authority shall being deducting dues or Agency Shop fees from an employee's wages only after the employee has completed at least six (6) months of continuous employment and successfully completed probation as a Local 196 Part-Time Toll Collector.

2. Dues or Agency Shop fees shall be deducted from each employee's paycheck in an amount equal to the Union dues certified to the Authority by the Union and an amount equal to the initiation fee stipulated by the Union. The Union shall certify to the Authority that the amount of said dues and fees are as permitted by law.
3. The Authority agrees to furnish to the Union together with a check for the dues/Agency Shop fees and initiation fees, a check-off list of all employees from whose wages the deductions stipulated herein have been made. Said check-off list includes the employees' names, base pay for deduction period, and amounts so deducted. Such check-off list and check will be forwarded to the Local's Secretary-Treasurer no later than ten (10) business days following the pay date in which such payments were deducted. Any error found to exist shall be promptly corrected by the Authority.

ARTICLE XIX - TERM OF AGREEMENT

This Agreement shall be effective from June 30, 2011 through December 31, 2013. Effective December 31, 2013, all Local 196 Part-Time Toll Collector positions shall be eliminated and all Local 196 Part-Time Toll Collectors shall be laid off. The Authority is not obligated to provide either the Union or employees with notice of the layoff.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Contract to be executed under their hands and seals.

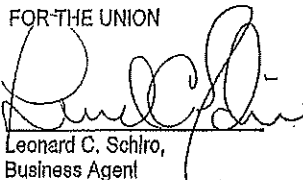
FOR THE AUTHORITY


Veronique Hakim,
Executive Director

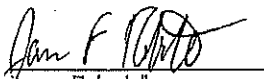
10/31/13
Date

JOHN OHEARN, COO for VA

FOR THE UNION


Leonard C. Schiro,
Business Agent

12/3/2013
Date


James Robertello,
President Local 196

12-2-13
Date

ADDENDUM "A" -- JOB DESCRIPTION

JOB DESCRIPTION -- LOCAL 196 PART-TIME TOLL COLLECTOR

THIS JOB DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY

- Responsible for collecting and classifying tolls (currency, tickets and others) from patrons of the Garden State Parkway.
- Responsible for accounting for personally collected or assigned funds.
- Responsible for maintaining good public relations with patrons of the Garden State Parkway.
- Responsible to perform the following functions: giving out leaflets, receipts, information, use of salt and shovel during snow at approaches to his/her booth or for his/her personal needs only, and any general duties assigned by his/her supervisor. When no regular Toll Collector is free to do so, will move cones, pick up coins, put out flares, and change signs.
- In addition, a Toll Collector will perform all other functions as described in the Toll Collector's Manual.
- Valid New Jersey Driver's License.

JOB SPECIFICATIONS

EDUCATIONAL REQUIREMENTS

Minimum high school graduate or equivalent.

EXPERIENCE

- Ability to handle currency and prepare change rapidly and accurately.
- Ability to operate toll recording devices.
- Ability to give clear, concise and correct information.
- Ability to prepare Toll Division forms.
- Pleasant and tactful personality and neat appearance.
- Good physical condition due to rotating shifts and weather extremes.
- Ability to communicate in English.