

TOLLING AGREEMENT

This agreement (the “Tolling Agreement”), by and between the undersigned Employer and the Service Employees International Union, Local 32BJ (the “Union,” and collectively with the Employer, the “Parties”), tolls the time for either Party: (i) to file a grievance against the other Party, as provided for in the following New Jersey Contractors Agreement and/or the New Jersey Security Contractors Collective Bargaining Agreement (collectively, the “CBAs”) in connection with any otherwise valid grievances (the “Tolled Grievances”).

WHEREAS, on March 11, 2020, the World Health Organization declared a global pandemic regarding the 2019 Novel Coronavirus (commonly known as the “Coronavirus”), which has had a significant impact on the building and building services industry;

WHEREAS, the Parties acknowledge and agree that efforts required to address the unforeseen business and health and safety concerns presented by the Coronavirus pandemic have the potential to cause delays in other business activities including the timely filing of contractual grievances;

WHEREAS, on March 18, 2020, the Parties discussed the necessity to enter into an agreement to temporarily toll the time in which the Parties may file Tolled Grievances; and

NOW THEREFORE, the Parties, for good and valuable consideration and each intending to be legally bound, agree as follows:

1. This Tolling Agreement shall be effective as of the date it is fully executed below and shall continue for the term of 30 days, unless it is terminated by either Party upon 7 days written notice. During such time as this Tolling Agreement remains in effect (the “Tolled Period”), the Parties agree that the period within which the Parties have, under the terms of the CBAs, to file a grievance, and any other applicable statute of limitations, shall be tolled with respect to the Tolled Grievances, as defined above, and the Tolled Grievances shall not be filed against the other Party.

2. In the event that, following the expiration of this Tolling Agreement, a Party should file a Tolled Grievance against the other Party, and the responding Party asserts, with respect to the Tolled Grievance, that it is untimely or barred by any statute of limitations, laches, or any similar defense based upon the passage of time, the Tolled Period shall be excluded from the computation of any such passage of time with respect to the Tolled Grievance.

3. All grievance filings and steps in the grievance procedure and all arbitration filings and hearings shall be suspended during the Tolled Period without prejudice to any party’s right to have such hearing and without prejudice to any party’s rights and/or defenses.

4. Notice shall be by email to the following:

The Employer: [Name and E-mail address]

The Union: Kevin Brown at Kbrown@seiu32bj.org

5. This Tolling Agreement shall not be extended or otherwise modified except by a writing signed by the Parties. No waiver of any of the promises, obligations, terms or conditions herein shall be valid unless it is written and signed by the Party against whom the waiver is sought to be enforced.

6. This Tolling Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party except as specifically set forth herein.

FOR THE UNION

Dated: March __, 2020

Kevin Brown, Vice President and NJ District Leader

FOR [name of employer]

Dated: March __, 2020
