

TOLLING AGREEMENT

This agreement (the "Tolling Agreement"), by and between: (i) the Realty Advisory Board on Labor Relations, Inc. (the "RAB"); and (ii) the Service Employees International Union, Local 32BJ (the "Union," and collectively with the RAB, the "Parties"), tolls the time for either Party: (i) to file a grievance against the other Party, as provided for in the following RAB current agreements: the Security Officers Agreement; the Apartment Building Agreement; the Commercial Building Agreement; the Contractors Agreement; the Resident Managers' and Superintendents' Agreement; the Long Island Apartment House Agreement; the RAB Window Cleaners 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 16, 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 Joint Industry Grievance Committee grievance hearings and/or Step II Grievance Hearings, and all arbitration 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 RAB: Howard Rothschild, Esq. at HRothschild@rabolr.com

The Union: David Prouty, Esq. at DProuty@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 18, 2020

David Prouty, General Counsel



FOR THE RAB

Dated: March 8, 2020

Howard Rothschild, President

