



PROPOSAL FOR PROFESSIONAL LABOR CONSULTING SERVICES

December 21, 2020

John Molnar, SVP Human Resources
Matheson Tri-Gas
909 Lake Carolyn Parkway
Irving, Texas 75039

DESCRIPTION: Conduct educational campaign in response to union organizing effort by International Brotherhood of Teamsters Local 30. Services provided by American Labor Relations Group, Inc. ("ALG") will include the following:


- Conduct employee educational meetings on the NLRA, rights of employees, the union and management during a union campaign, and collective bargaining – meetings in small groups and one-on-one settings.
- Draft campaign materials, literature, assist and train management, daily updates to executive management, compose captive audience speeches to employees.
- Draft, handout and engage employees in conversation on campaign literature regarding various issues related to the campaign theme(s) and Teamsters Local 30 specifically.

Base Daily Rates (Campaign to be Staffed According to Specific Needs):

JMM	\$350.00/hr.
Consultant	\$300.00/hr.
Junior Consultant	\$250.00/hr.

Agreed to:

Jim Monica, President
American Labor Relations Group, Inc.



John Molnar, SVP Human Resources
Matheson Tri.

Dated: December ____, 2020

December 21, 2020

* Rates are exclusive of reasonable travel expenses (*if applicable*), which may include, but are not limited to airfare, hotel, meals, parking, rental car, etc. Expenses shall be discussed with client and pre-approved.



RETAINER AGREEMENT

This Agreement ("Agreement") is made on December 21, 2020, between and among American Labor Relations Group, Inc. ("ALG"), and Matheson Tri-Gas, including all its directors, officers, agents, directors, or representatives of Matheson Tri Gas ("Matheson").

1. The Fee: In compensation for ALG's services, Matheson agrees to pay ALG for each consultant at the hourly rates set forth in the attached Proposal. These fees are exclusive of reasonable travel expenses (*if applicable*), that may include airfare, hotel, rental car, labor research, meals (capped at \$50.00 per consultant, per day of full onsite work only), office supplies and such other reasonable expenses that shall be approved by Matheson.
2. Payment Terms: Upon execution of this Agreement, Matheson shall pay to ALG a Retainer Fee of Seven Thousand Five Hundred Dollars (\$7,500.00). ALG will invoice Matheson every seven (7) days, and Matheson shall make payment to ALG within fourteen (14) days receipt of an itemized invoice from ALG.
3. No Guaranteed Outcome: Union organizing drives by nature are volatile and unpredictable. While ALG will make every effort to achieve a positive outcome in this matter for Matheson, ALG makes no guarantees or representations as to same. Likewise, ALG will not be held responsible for a negative outcome or election lost in any way.
4. Termination Right: Matheson may terminate this Agreement at any time with five (5) days' written notice to ALG. If that occurs, Matheson will pay ALG for services rendered in the amount of fees prorated to the date of termination.
5. Independent Contractor: ALG is engaged as an independent contractor and therefore none of its employees, agents or independent contractors are or shall be deemed employees of Matheson, and therefore, they are not entitled to participate in any employee benefits that Matheson offers to its employees.
6. Confidentiality: ALG acknowledges that it will not divulge any of Matheson's trade secrets or other confidential information to any unauthorized persons and agrees to exercise care and prudence to prevent any conflict of interest between Matheson and other entities. Any intellectual property developed during the term of this Agreement by ALG will be assigned to Matheson, and Matheson has and shall continue to have sole proprietary interest in any and all confidential data or information that it shares with ALG or that ALG learns independently about Matheson, which Matheson deems important, in its sole discretion, competitively sensitive, and not generally known by the public, which has been developed by Matheson or its employees or agents, shall be confidential.



7. Attorney-Client Privileged Relationship: The relationship between ALG and Matheson, as well as all of the parties' representatives, agents and employees shall be protected by the attorney-client privilege. No communications, whether written or oral, shall be disclosed to any other outside party without prior express written consent of Matheson's authorized representative(s), signatory to this Agreement below.
8. Non-Solicitation: ALG agrees not to solicit or employ Matheson's employees for employment at ALG, or any of ALG's related/affiliated companies during the term of this Agreement and for two (2) years following termination of this Agreement. Likewise, Matheson agrees not to solicit or employ ALG's employees or consultants for employment at Matheson, or any of Matheson's related/affiliated/parent companies during the term of this Agreement and for two (2) years following termination of this Agreement.
9. Non-Disclosure: ALG shall not, without the express written consent of an executive officer of Matheson during the term of the Agreement and for two (2) years following the termination/expiration of the Agreement, disclose to any unauthorized third party or use any confidential information of the type set forth in the above section. ALG agrees he/she/it shall not, reproduce or photocopy any such documents or objects that contain, or are derived from, any such confidential information, nor take away any such information.
10. Assignment: Neither this Agreement nor any rights or obligations hereunder are assignable by one party without the express prior written consent of the other; provided, however, that (i) either party may assign this Agreement upon written notice to the other party to any of its affiliates without the consent of the other party if the assigning party requires such affiliate to agree in writing to assume this Agreement and the assigning party remains liable for its obligations hereunder; and (ii) a change of control of either party will not be deemed to be an assignment of this Agreement, provided that if the relevant party is no longer directly bound as a party to this Agreement (e.g. because the change of control is a sale or transfer of ALG or is the result of a transaction pursuant to which the successor, surviving or acquiring entity does not automatically succeed to the obligations of such party by operation of law), the successor, surviving or acquiring entity is required to agree in writing to assume this Agreement.
11. Non-Exclusivity: The parties shall have a non-exclusive business relationship.
12. Whole Agreement: This Agreement represents the parties' complete and final agreement and supersedes all informal understandings and oral agreements relating to the subject matter of the Agreement.
13. Written Notice: Where the term written notice is used in this Agreement it shall mean:



- a. For ALG - Written notice shall be sent to James M. Monica, President, American Labor Relations Group, Inc., PO Box 4096, Warren, New Jersey 07059.
 - b. For Matheson – Written notice shall be sent to John Molnar, SVP Human Resources, Matheson Tri-Gas, 909 Lake Carolyn Parkway, Irving, Texas 75039.
14. Governing Law/Venue: The substantive and procedural law of the Commonwealth of Pennsylvania governs this Agreement and the parties agree to submit to the exclusive jurisdiction of and venue in, the courts in the Commonwealth of Pennsylvania in any dispute arising out of or relating to this Agreement.

AGREED:

Jim Monica, President
American Labor Relations Group, Inc.

John Molnar

John Molnar, SVP Human Resources
Matheson Tri-Gas

Dated: December ____, 2020

December 21, 2020