



**PROPOSAL FOR PROFESSIONAL
LABOR CONSULTING SERVICES**

November 17, 2020

Diane M. Woolley
SVP & Chief Human Resource Officer
White Plains Hospital
41 East Post Road
White Plains, New York 10601

DESCRIPTION: Conduct educational campaign in response to union organizing effort by Service Employees International Union Local 1199. Services provided by American Labor Relations Group, Inc. ("ALG") will include the following:

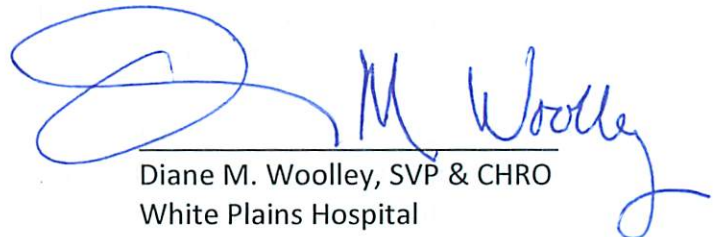
- Conduct employee educational meetings on the NLRA, rights of employees, the union and management during a union campaign, and collective bargaining – meetings in small groups and one-on-one settings.
- Draft campaign materials, literature, assist and train management, daily updates to executive management, compose captive audience speeches to employees.
- Draft and monitor informational campaign website and testimonial videos
- Draft, handout and engage employees in conversation on campaign literature regarding various issues related to the campaign theme(s) and 1199SEIU specifically.

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

Shareholder	\$3,000.00/day	OR \$350/hr.
Consultant	\$2,750.00/day	OR \$300/hr.
Jr. Consultant	\$2,500.00/day	OR \$275/hr.

Agreed to:

Jim Monica, President
American Labor Relations Group, Inc.


Diane M. Woolley, SVP & CHRO
White Plains Hospital

Dated: November ____, 2020

November 17, 2020

* Rates are exclusive of reasonable travel expenses, 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 November 17, 2020, between and among American Labor Relations Group, Inc. ("ALG"), and White Plains Hospital, including all its directors, officers, agents, directors, or representatives of White Plains Hospital ("WPH").

1. The Fee: In compensation for ALG's services, WPH agrees to pay ALG for each consultant at the daily flat or hourly rates set forth in the attached Proposal. These fees are exclusive of reasonable travel expenses, that may include airfare, hotel, rental car, labor research, meals (capped at \$50.00 per consultant, per day), office supplies and such other reasonable expenses that shall be approved by Seneca.
2. Payment Terms: Upon execution of this Agreement, WPH shall pay to ALG a Retainer Fee of Ten Thousand Dollars (\$10,000.00). ALG will invoice WPH every seven (7) days, and Seneca 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 WPH, 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: WPH may terminate this Agreement at any time with five (5) days' written notice to ALG. If that occurs, WPH 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 WPH, and therefore, they are not entitled to participate in any employee benefits that WPH offers to its employees.
6. Confidentiality: ALG acknowledges that it will not divulge any of WPH'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 WPH and other entities. Any intellectual property developed during the term of this Agreement by ALG will be assigned to WPH, and WPH 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 WPH, which WPH deems important, in its sole discretion, competitively sensitive, and not generally known by the public, which has been developed by WPH or its employees or agents, shall be confidential.



7. Attorney-Client Privileged Relationship: The relationship between ALG and WPH, 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 WPH's authorized representative(s), signatory to this Agreement below.
8. Non-Solicitation: ALG agrees not to solicit or employ WPH'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, WPH agrees not to solicit or employ ALG's employees or consultants for employment at WPH, or any of WPH'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 WPH 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 WPH – Written notice shall be sent to Diane M. Woolley, SVP & Chief Human Resource Officer, White Plains Hospital 41 East Post Road, White Plains, New York 10601.

14. Governing Law/Venue: The substantive and procedural law of the State of New York governs this Agreement and the parties agree to submit to the exclusive jurisdiction of and venue in, the courts in the State of New York in any dispute arising out of or relating to this Agreement.

AGREED:

Jim Monica, President
American Labor Relations Group, Inc.

Diane M. Woolley, SVP & CHRO
White Plains Hospital

A handwritten signature in blue ink, appearing to read 'Diane M. Woolley', written over a horizontal line.

Dated: November ____, 2020

November 17, 2020