



A Division of International Labor Relations

International Labor Relations, Inc.
74136

212-335-0339

8086 S Yale Ave #225

Tulsa, Ok.

Date: September 30, 2021

Via Email:

John.hill@jswsteel.us

Name: John Hill VP- Human

Resources

Company: JSW Steel USA Ohio,
inc. ("JSW")

Campaign

Consulting

www.spartasolutions.com

RE : Campaign

Consulting

SITUATION

ASSESSMENT:

This engagement letter outlines the terms of complete and comprehensive consulting services to combat the organizing drive launched against your company. The union, presumably has more than 50% of the unit that have signed authorization cards purporting to authorize the union to act as their exclusive representative for collective bargaining wages, hours and working conditions. A petition has been filed with the NLRB regional director requesting that a vote be scheduled on the merits of the petition and an election is forthcoming.

A systematic, organized counter-campaign will be implemented to secure an election win. All executives, managers and supervisors must be thoroughly trained in what can be said and not said during a campaign to avoid unfair labor practice charges that could void or reverse a positive election outcome.

Time is of the essence in commencing work on behalf of the company. Any delay is injurious to the company's chances of successfully winning the election.

OBJECTIVES:

Our objectives for this campaign include conducting a thorough assessment as to the local management and conditions that led to the organizing effort.

Training local management in the operation of the National Labor Relations Act including formation of the company's union-free philosophy statement, the enforcement of no-solicitation, no-distribution policies, a full understanding of the actual union organizing plan, and an understanding of the use and misuse of union authorization cards.

Management's knowledge of what they can say during the Union campaign including disadvantages of union representation from the viewpoint of the company services and the company employees. A thorough understanding of the facts involving collective bargaining, strikes, union fines against members, and obligations owed by employees to the union.

An understanding of what the supervisor can do during the organizing campaign. A thorough understanding of the TIPS rules including common questions that employees ask supervisors during a campaign and desired responses.

Supervisor/employee role-playing scenarios involving common situations that occur during union organizing campaigns.

Development of a campaign calendar that outlines what should happen in countering the union organizing effort on a daily basis. This includes development of management and supervisor speeches and talks, hand-outs that can be utilized, posters that can be posted, and legally compliant anti-union material that can be distributed to all eligible voters.

Systematic captive audience meetings with all supervisors and voting employees on a weekly basis, with distribution of appropriate handouts in English or any other applicable language.

All objectives discussed above shall be done in conjunction with the VP-Human Resources input and approval at all times.

MEASURES OF SUCCESS:

Our metrics will include obtaining the most effective and appropriate bargaining unit and election scenario that improves the likelihood of an effective winning campaign.

Winning the election while avoiding all unfair labor practice charges.

VALUE TO THE ORGANIZATION:

The value to the organization will include permitting the company to continue to operate without the necessity of bargaining with the Union over wages, benefits, hours and working conditions.

Pro-actively identifying those factors and conditions by department that contribute to low employee morale and disaffection.

Minimize the likelihood of future union encroachment.

One-on-one discussions with each manager and supervisor to localize issues that demand attention and possible correction during the election and following the election. Reporting to senior management about the strengths and weaknesses in the organization that require immediate intervention and corrective action to minimize the likelihood of future Union encroachment.

TERMS AND CONDITIONS:

Fees: The fee is \$375.00 per hour plus travel time and expenses for each consultant with a 50% guarantee on consultants hourly rate depending if JSW loses the election as a result of the counting of the votes at the ballot box.

This agreement covers campaign consulting up to and including the initial election dates directed or stipulated to by the company and the union.

Reasonable expenses, including air travel, rental car, hotel accommodations, meals, and reasonable business expenses as set forth below to consultants through monthly billing to JSW.

Payment Terms: Payment of statement of services rendered, to be delivered in an electronic format, is expected within 30 days upon delivery of invoice with supporting documentation as to hours and expenses by consultant throughout the mutually agreed upon duration for management consulting.

AGREEMENT TERMS:

Copyright: It is further understood that all materials included in or with the above referenced items or programs are fully covered and protected by federal copyright laws. Federal law provides civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of protected products. Criminal copyright infringement is investigated by the FBI and may constitute a felony penalty of up to five years in prison and/or a \$250,000 fine.

U.S. Department of Labor reporting requirements: You further acknowledge that no representation by International Labor Relations or its representatives were relied on by you or any member of your company in entering this agreement, and that this document represents the full understanding of the parties. You acknowledge and agree that we have informed you of the obligation to report any direct persuader activity performed on your behalf to the United States Department of Labor by both our firm and your firm and that failure to timely file these reports can subject your company criminal penalties.

Arbitration: Your payment, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein. The parties agree that Oklahoma law governs any dispute between them and to resolve any disputes by arbitration in Tulsa, Oklahoma under the American Arbitration Association rules.

ACCEPTANCE: Your signature below indicates acceptance of the terms and this proposal. In the event this Agreement is unsigned by Company.



Jack Black
President/CEO
International Labor
Relations, Inc.

Signature:



On this 1st day of October,
2021 Name: John Hill

Title: Vice President, HR

Company: JSW Steel USA