

## **Engagement Agreement for Consulting Services between: Permanent Solutions Labor Consultants and GNS North America**

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This engagement between GNS North America (Client) and Permanent Solutions Labor Consultants, Inc. (PSLC) will consist of the following services subject to the Client's prior approval:

### **Scope of Service**

- Provide consultation and advice to Client's management regarding strategy for conducting a campaign at Client's facility relative to employees under a current organizing drive.
- Provide non-mandatory group educational sessions and one-on-one educational sessions for employees involved in the current campaign and employees who may be affected by it.
- Train all Client's managers, advocates and supervisors in NLRB union petition/election techniques and develop in them an awareness of their roles and responsibilities during the campaign.
- Conduct an analysis of the current situation and determine the real issues behind the union organizing drive through one-on-one direct persuasion tactics.
- Perform other duties related to the conduct of the election campaign as seen fit by Client's management and executive leadership.
- This engagement shall not include representation before the National Labor Relations Board.

### **Cost Proposal**

- Fees for services will be billed at a rate of \$300.00 per hour (per consultant) plus reasonable and customary expenses.
- Reasonable and customary expenses include a \$65 meal per diem (per consultant if not local), per diem rate for local consultants will be \$35.00 per day (per consultant), air (coach) transportation, and hotel and rental car/ground transportation expenses, if applicable. All non-per diem expenses billed will be itemized and accompanied by copies of receipts.

- A retainer fee of \$15,000 is required prior to the start of service. This fee will be applied to the final invoice. If there is a balance from the retainer, PSLC agrees to pay the balance back after services have been terminated.
- The estimated cost for this project is approximately \$250,000 based on a 5-day work week and an average of 10-hour shifts per consultant working a 4-week engagement. The client acknowledges that the NLRB is responsible for the length of the actual campaign and that this quote is based on past trends with these types of engagements. Should the project extend past the 4-week prediction the cost will increase. PSLC will ensure that the Client is made aware of costs on a weekly basis for total hours billed. Additionally, currently, PSLC is recommending 3 consultants to complete this engagement. Should there be a need for an additional consultant PSLC will get approval from the Client first.
- All invoices shall be sent to the Client representative listed below for payment processing (To be completed by the Client)

MICHAEL J. ALCAIA

Name

VICE CHAIR + CEO

Title

m9leala@gnsauto.com

Email Address

161 OTTAWA N.W. SUITE 306

Client's Street Address

GRAND RAPIDS, MI 49503

City, State, Zip Code

419-351-8669

Phone Number

It is understood that the Client may terminate this Agreement at any time, without cause, immediately upon written notice to PSLC. Upon such termination, the Client will only be responsible for payment of services rendered or expenses incurred or committed to (with the Clients approval) prior to notice of termination.

PSLC. is engaged as an independent contractor and therefore its employees, agents or independent contractors neither are employees of the Client nor are they entitled to participate in any employee benefits the Clients offers to its employees.



PSLC acknowledges that they will not divulge any of the Clients trade secrets or other confidential information to any unauthorized persons and agrees to exercise care and prudence to prevent any conflict of interest between the Client and other entities.

All filings due with the Department of Labor by PSLC relative to the services described herein shall be the sole responsibility of PSLC, should they be required by law.

If these arrangements meet with your understanding and approval, please sign a copy of this agreement in the space provided and return one copy to PSLC and keep one for your personal records.

All payments for services are due immediately after receiving the final invoice.

The above agreement for the Client is agreed to and accepted.



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Mike Alcala  
CEO  
GNS North America

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Date



\_\_\_\_\_  
Ricardo Torres  
President  
Permanent Solutions Labor Consultants

1/12/2024

\_\_\_\_\_  
Date