



## **Proposal/Contract: Hygrade Components (1990 Highland Ave, Bethlehem, PA) (“HC”)**

### **RE: CAMPAIGN CONSULTING**

#### **SCOPE OF WORK:**

You have requested a Statement of Work (SOW) to provide materials and consulting services to help you win your upcoming NLRB election with your Maintenance employees. You have a few short weeks to educate your employees on the disadvantages of unions and convince them to put their trust in a direct relationship with you rather than the union. You want to make sure that your consulting is persuasive, does not interfere with employees' protected rights and provides the best opportunity to build trust with your employees.

BJC & Associates, Inc. (“BJC”) agrees to provide Consultant(s) to work with HC to support a labor relations matter related to a Representation election scheduled to be held at some future TBD date. Beginning no later than November 1<sup>st</sup>, 2023, BJC Consultant [Samuel Lard](#) shall provide services as required. **See Schedule A – Attached hereto.**

Consultant(s) shall work with HC’s management and with employees as needed and if agreed upon by the Parties. Changes to these terms must be agreed upon in writing by BJC and HC (the “Parties”).

#### **OBJECTIVES**

- Win the NLRB election by as wide a margin as possible without meritorious election objections or unfair labor practice charges.
- Increase trust and credibility of the current leadership team by improving communication and developing their ability to create a positive employee relations environment.

Regain your direct relationship with employees to provide the operational flexibility needed to be more productive and profitable. The dead weight cost of unionization is estimated at 25% for most organizations.

#### **TERMS AND CONDITIONS:**

Consultant(s) shall meet in person and remotely with HC management for strategy meetings, training sessions and campaign management. Consultant(s) shall meet with HC employees for one-on-one meetings. The fee for engaging Consultant(s)/ Persuader(s) is four hundred dollars (\$400.00) per hour, per Consultant, for onsite activities plus travel expenses with a minimum of six hours per day on-site (plus travel expenses). The fee for off-site consulting is \$400 per hour (this is inclusive of but not limited to pre-planning, conference calls, slide production, material collection, report generation, etc.). In the contiguous United States, meals and incidentals will be billed at the per diem rate of \$55 per day for travel days and \$70 per day for all other days.

HC further acknowledges that no representation by BJC or its representatives was relied on by HC or any member of HC in entering this Proposal, and that this document represents the full understanding between the Parties. HC also acknowledges and agrees that



BJC has informed HC of the obligation of both Parties to report any direct persuader activity performed by BJC on HC's behalf to the United States Department of Labor and that failure to timely file these reports can subject HC to criminal penalties.

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.

You further acknowledge that no representation by BJC 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 also 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. We are required to report our agreement with you (Form LM 20) to the Department of Labor within 30-days of the date of the engagement letter or within 30-days of the date of this statement of work, whichever comes first. The Employer's Form LM-10 is required to be filed within 90 days after the end of your fiscal year. Failure to timely file these reports can subject your company to criminal penalties.

#### **PAYMENT TERMS:**

All Consultant fees and expenses shall be invoiced by BJC to HC. All BJC invoices are due immediately upon receipt. All fees are due upon delivery and are nonrefundable. HC agrees to pay all consulting invoices and to settle those statements within **FOURTEEN (14) days of receipt**. All additional expenses, including but not limited to travel expenses, car rental, hotel, and food, incurred by Consultant(s) shall be billed to HC and HC agrees to pay those invoices upon receipt. HC further agrees to pay all BJC invoices within **FOURTEEN (14) days of receipt**. HC agrees and acknowledges that failure to pay fees or expenses associated with these terms may result in reassignment of Consultant(s), a penalty of the maximum allowable interest rate per month, plus all other costs BJC incurs while attempting to collect any outstanding balance owed to BJC. HC acknowledges that penalties accrue until all outstanding invoices are paid in full.

HC's payment, in the absence of a signature below, indicates HC's acceptance of this Proposal and the terms and conditions stated herein. The terms and conditions of this Proposal are valid for 90 days from the date on this Proposal unless specified otherwise. BJC represents and warrants that its actions, rendering of services, and work products in accordance with this Proposal shall comply with all applicable laws, rules, and regulations. BJC represents and warrants that any services provided by BJC hereunder shall be performed in a professional manner, with care, skill, and diligence, and in accordance with the applicable standards currently recognized by law and this profession or industry. BJC further represents and warrants that neither it nor any of its current directors, officers, employees, principals, or agents are debarred, suspended, proposed for debarment, declared ineligible, or excluded by any Federal or State Department or Agency from doing business with the Federal Government or a State Government.



## CONFIDENTIALITY / ATTORNEYS AND PRIVILEGE

The Parties mutually agree that all aspects of this Proposal and any subsequent communications shall be kept in confidence between the Parties regarding reporting or as otherwise required by law. Furthermore, BJC states that it shall not release, share, or disseminate any information, regarding this Proposal or any other information on the operations, trade secrets, business dealings, or any other information deemed confidential by HC.

BJC shall not release any of HC's services or work products into the public domain without notice and the prior written consent of HC.

The parties acknowledge that all our work in relation to this proposal will be carried out in conjunction with and at the direction of in-house counsel and outside counsel. This includes our engagement, which was carried out at the direction of counsel, and the terms of the engagement, which counsel helped determine. As a result, it is understood that all communications involving BJC (i.e. both from BJC and to BJC) are intended to be confidential, and covered by the attorney-client, and/or attorney work product privileges, including but not limited to the terms of this proposal. BJC agrees to use best efforts in labeling such communications "Privileged & Confidential: Attorney-Client Communication" or "Privileged & Confidential: Attorney Work Product" wherever feasible, but the absence of such designation does not detract from the intent that all communications from/to BJC, and all analyses or work product by BJC, fall under one of these privileges.

## TERMINATION

This Proposal may be terminated at any time pursuant to the written agreement of BJC and HC. Additionally, BJC or HC shall have sole discretion to terminate this Proposal by providing each Party written notice of termination.

## ACCEPTANCE

We accept the proposal above and the Consultant(s) selected:

For BJC & Associates, Inc

For Hygrade Components

A handwritten signature in black ink, appearing to read "S. Lard", written over a horizontal line.

Samuel Lard

A handwritten signature in black ink, appearing to read "T. Brandenburg", written over a horizontal line.

Taylor Brandenburg

Date: 10/10/23

Date: 10/5/2023



## **Schedule A**

**Services to be rendered or provided by Consultant(s)**

**Anticipated work - 20 hours** *SL*

**Approx 2 days onsite.**

- 1) Supervisor topics (onsite) –
  - a. TIPS/ FOE
  - b. NLRA Training
  - c. Union As a Business
- 2) Employee group meetings (onsite) – 4 or 5 employees per group (onsite)
  - a. NLRA Training
  - b. Union as a Business.
- 3) 25<sup>th</sup> Hour speech development
- 4) Vote preparation & setup

Additional Services are available upon request if needed.