

Engagement Agreement for Consulting Services between: Permanent Solutions Labor Consultants and Hearn Industrial Services

This engagement between Hearn Industrial Services (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 Direct Persuader Services including educational material and presentations delivered to management and employees.
- Interview and evaluate the current management/supervisory staff to determine the extent to which they may be utilized during the campaign as well as their perception of the issues.
- Train managers 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 state of affairs and determine the real issues behind the union organizing drive through group settings and one-on-one direct persuasion tactics.
- Conduct regular informational meetings with managers and supervisors regarding the day-to-day activities relative to the election campaign.
- Prepare appropriate informational materials and responses to employee questions.
- Develop and implement a strong "VOTE NO" strategy.
- 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



23772 West Road
Suite 374
Brownstown Twp, MI 48183

Phone: 313.218.0371 | Fax: 734.493.1568 | Web: www.pslabor.com

- Reasonable and customary expenses include a \$65 meal per diem (per consultant), including 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.
- All invoices shall be sent to the Client representative listed below for payment processing (To be completed by the Client)

Steven HEARN

Name

CO-OWNER

Title

STEVEN.HEARN@HEARNINDUSTRIAL.COM

Email Address

13500 HURON STREET

Client's Street Address

TAYLOR, MI 48180

City, State, Zip Code

313 220 3633

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.



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

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



Steven Hearn
Co-Owner
Hearn Industrial Services
Date



Ricardo Torres
President
Permanent Solutions Labor Consultants
4/18/2023
Date