U.S. Department of Labor Office of Labor-Management Standards Washington, DC 20210

# FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1245-0003
Expires 10-31-2013

(SDO)		Expires 10-31-2013			
For Official Use Only  For Official Use Only  JAN - 9 2017  JAN - 9 2017					
E CAS DECEMBER 1 3 2017 63 (150)					
1. File Number: C- 00525					
Person Filing					
Name and mailing address (include ZIP Code):		3. Any other address where records necessary to verify this report are kept:			
Name .		Name			
Title		Title			
Organization LRI Consulting Services, Inc.		Organization			
P.O. Box, Bldg., Room No., if any		P.O. Box, Bldg., Room No., if any			
Street 7850 South Elm Place, Suite E		Street			
City Broken Arrow		City			
<b>State</b> Oklahoma	<b>ZIP Code + 4</b> 74011	State	ZIP Code + 4		
4. Date fiscal year ends:	5. Type of person:				
Dec / 31	a. Individual b. Partnership	c. Corporation d. Other (Specify):			
			<del></del>		

Nature of Agreement or Arrangement				
6. Full name and address of employer with whom made (include ZIP Code):	7. Date entered into:			
Name	7 / 25 / 2016			
Organization Advanced Disposal	8. Name of person(s) through whom made:			
Trade Name, if any	Name Kelly Rooney			
P.O. Box, Bldg., Room No., if any	Name			
Street 10599 W Five Mile Road	Name			
City Northville	Name ·			
State         MI         ZIP Code + 4         48168	Name			

				Name			
Signatures							
the informat	tion contained in any ac	under penalty of perjury ccompanying documents Section VII on penalties i	s) has been examine	e penalties of la d by the signate	aw, that all of the informory and is, to the best of	nation submitted in this re of the undersigned's know	eport (including wledge and belief,
13. Signed	Anali 1	MAR	President (If other title, see	14. Signed	TWILL		Treasurer
Title	СЕО		instructions)	Title	President		(If other title, see instructions)
On	12/16/2016	918-455-9995		On	12/16/2016	918-455-9995	
	Date	Telephone Number	<u> </u>		Date	Telephone Number	  35

Filer: LRI Consulting Services, Inc.	File Number C- 00525			
<del></del>	,			
9. Check the appropriate box to indicate whether an object of the activities under	taken, is directly or indirectly:			
a. To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.				
b. To supply an employer with information concerning the activities of em such employer, except information for use solely in conjunction with a	ployees or a labor organization in connection with a labor dispute involving an administrative or arbitral proceeding or a criminal or civil judicial proceeding.			
10. Terms and conditions (Explain in detail; see instructions. Written agreements	must be attached.):			
See Attached				
	•			
•				
Considire Analysistens de la Dandarmand	<u> </u>			
Specific Activities to be Performed				
<ul><li>11. For each activity, separately list in detail the information required (See instructions):</li><li>a. Nature of activity:</li></ul>				
Engaged to communicate to employees regarding exercising	their rights to organize and bargain collectively.			
	•			
11.b. Period during which performed:	11.c. Extent performed:			
various days beginning 7/28/16	Fully Performed			
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:			
Name Rebecca Smith	Name			
Organization Rock Creek Consulting LLC	Organization			
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any			
Street 554 Mahard Dr	Street			
City Twin Falls	City			
State NV ZIP Code + 4 83301	State ZIP Code + 4			
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:			
Equipment Operators and Mechanics	Operating Engineers			
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# **Proposal**

July 25, 2016

Kelly Rooney District Manager Advanced Disposal 10599 W Five Mile Rd Northville, MI 48168

248-504-2524 kelly rooney@advanceddisposal.com

RE: Campaign Consulting, Petition 7-RC-180502

## **Situation Assessment**

You have asked for a proposal to provide materials and consulting services to help you win your upcoming NLRB election. 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.

## Proposed Intervention(s)

Campaign Consulting: For this option we will provide expert campaign consulting with an on-site facilitator to communicate your message directly to employees in employee meetings and one-on-one. Our consultant will work with managers and supervisors at your location to increase your own internal capacity for handling employee relations issues after the campaign is over. Based on our joint assessment of the need, we will assign appropriate consulting resources to your campaign for a pre-approved schedule of meetings.

#### **Objectives**

- Win the NLRB election by as wide a margin as possible or achieve a withdrawal of the petition, 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.
- Retain your direct-relationship with employees and preserve the operational flexibility needed to remain
  productive and profitable. The dead weight cost of unionization is estimated at 25% for most organizations.

#### Value to Organization

- You avoid a steep and slippery learning curve and are free to do the most important trust-building work.
- You can talk to employees without engaging in mudslinging. You are free to spend your time on a positive message about the company.
- Your communication strategy is legally proven and sound. Our communication tools have never been found to be objectionable by the NLRB in thousands of elections.
- You receive a proven program, with over 10,000 successful client engagements.

#### **Terms and Conditions**

The fee for consulting is \$3,000 per consultant per day (plus travel expenses). For purposes of this proposal a consulting day means each calendar day worked by each consultant. If more than one consultant is working on your case the parties understand and agree that multiple consulting days may be worked on each calendar day.

#### **Payment Terms**

All fees are due upon the delivery of the consulting services and are nonrefundable. Consulting fees and expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and to settle those statements within 14 days. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of consultant(s), a penalty of the maximum allowable interest

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featured in

Labor Relations Institute, Inc.











rate per month plus any costs we incur to collect an outstanding balance, until all outstanding invoices are paid in full.

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 LRI 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 and that failure to timely file these reports can subject your company to criminal penalties. Further, you agree to make LRI aware of and share copies of any unfair labor practice charges and or objections and challenges to the conduct of an election alleging anything regarding speech or behavior, in any form, on the part of any LRI consultant.

Your payment, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein. The terms and conditions on this proposal are good for 90 days from the date on this proposal unless specified otherwise. 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

We accept the proposal above and the intervention selected:

\_\_\_\_ Campaign Consulting

For LRI Consulting Services, Inc.

Phillip B. Wilson, President/General Counsel

Date: July 25, 2016

For Advanced Disposal

Kelly Rooney, District Manager

Date: 7/00/10

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