U.S. Department of Labor Office of Labor-Management Standards

# FORM LM-20 AGREEMENT AND ACTIVITIES REPORT

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



This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

002143

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number:			
Person Filing			
Name and mailing address (include ZIP Code):	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		
State Oklahoma ZIP Code + 4 74011	State ZIP Code + 4		
4. Date fiscal year ends: 5. Type of person:			
Dec / 31 a. Individual b. Part	nership c. Corporation d. Other (Specify):		
Nature of Agreement or Arrangement			
6. Full name and address of employer with whom made (include ZIP Coc	de): 7. Date entered into:		
Name			
Organization Ozarks Coca-Cola	8. Name of person(s) through whom made:		
Trade Name, if any	Name Michelle Heidt		
P.O. Box, Bldg., Room No., if any	Name		
Street 1777 North Packer Road	Name		
City Springfield	Name		
State MO ZIP Code + 4 65803	Name		
Signatures			
Each of the undersigned declares, under penalty of perjury and other at the information contained in any accompanying documents) has been extrue, correct, and complete. (See Section VII on penalties in the instructions)  13. Signed  President (If other title instructions)	, see Treasurer (If other title, see		
On 12/17/2015 918-455-9995  Date Telephone Number	On 12/17/2015 918-455-9995  Date Telephone Number		

iler: LRI Consulting Services, Inc.	File Number C- 00525		
9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:			
b. To supply an employer with information concerning the activities of em	aployees as to the manner of exercising, the right to organize and bargain aployees or a labor organization in connection with a labor dispute involving		
such employer, except information for use solely in conjunction with a	n 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			
Specific Activities to be Performed			
11. For each activity, separately list in detail the information required (See instruct	ions):		
a. Nature of activity:			
Engaged to communicate to employees regarding exercising	g their rights to organize and bargain collectively.		
11.b. Period during which performed:	11.c. Extent performed:		
various days beginning 9/11/15	Additional Name and address through whom performed, if any:		
11.d. Name and address through whom performed:			
Name Michael Ciabattoni	Name		
Organization MSC Labor Relations and Legislative	Organization		
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any		
Street 27 Catherine Court	Street		
City Bear	City		
State Delaware ZIP Code + 4 19701	State ZIP Code + 4		
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:		
Route distribution employees, plant employees, including dockmen and plant or equipment maintenance employees working if the soft drink beverage department, working foremen, and production/warehouse janitors, conventional route distribution employees, full service deliverymen, bulk distribution employees, merchandized distribution employees, non-merchandized distribution employees, and utility distribution employees	Teamsters		

#### Proposal

September 9, 2015

Michelle Heidt Vice President/Chief Financial Officer Ozarks Coca-Cola/Dr Pepper Bottling Company 1777 N. Packer Road Springfield, MO 65803

417-865-9990 x206 mheidt@cocacolaozarks.com

RE: Campaign Consulting

## 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
- · 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.

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Labor Relations Institute, Inc.







## 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 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. 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: September 9, 2015

For Ozarks Coca-Cola/Dr Pepper Bottling Company

Michelle Heidt, Vice President/Chief Financial

Officer

9/9/15

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Labor Relations Institute, Inc.

7850 S. Elm Place · Suite E Broken Arrow, OK 74011