

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1215-0188
Expires 09-30-2011



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)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

496368

1. File Number: C- 00525

Person Filing

2. Name and mailing address (include ZIP Code):

Name

Title

Organization LRI Consulting Services Inc

P.O. Box, Bldg., Room No., if any

Street 7850 South Elm Place, Suite E

City Broken Arrow

State Oklahoma

ZIP Code + 4 74011

3. Any other address where records necessary to verify this report are kept:

Name

Title

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State

ZIP Code + 4

4. Date fiscal year ends:

Dec / 31

5. Type of person:

a. ☐ Individual b. ☐ Partnership c. ☒ Corporation d. ☐ Other (Specify):

Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name

Organization Niagara Lutheran Health & Rehabilitation

Trade Name, if any

P.O. Box, Bldg., Room No., if any

Street 64 Hagar Street

City Buffalo

State New York

ZIP Code + 4 14208

7. Date entered into:

3 / 30 / 2012

8. Name of person(s) through whom made:

Name Jurgen Arndt

Name

Name

Name

Name

Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

13. Signed

Title President

President
(If other title, see
instructions)

14. Signed

Title Treasurer

Treasurer
(If other title, see
instructions)

On 4/24/2012

Date

918-455-9995

Telephone Number

On 4/24/2012

Date

918-455-9995

Telephone Number

9. Check the appropriate box to indicate whether an object of the activities undertaken, 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 employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with 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

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

Engaged to communicate to employees regarding exercising their rights to organize and bargain collectively.

11.b. Period during which performed:

various days beginning 3/31/12

11.c. Extent performed:

Fully Performed

11.d. Name and address through whom performed:

Name

Organization Jowske Consulting Services LLC

P.O. Box, Bldg., Room No., if any

Street 4435 Cornwell Lane

City Whitmore Lake

State Wisconsin

ZIP Code + 4 48189

Additional Name and address through whom performed, if any:

Name Salvatore Clemente

Organization

P.O. Box, Bldg., Room No., if any

Street 1729 Ryerson Avenue

City Scranton

State Pennsylvania

ZIP Code + 4 18509

12.a. Identify subject groups of employees:

various employees

12.b. Identify subject labor organizations:

pre-petition



LRI Consulting Services, Inc.

phone 800-888-9115
fax 918-455-9998

www.LRIonline.com

Proposal

March 30th, 2012

Jurgen Arndt
President/CEO
Niagara Lutheran Health & Rehabilitation Center
64 Hagar Street
Buffalo, NY 74208

716-684-3000 Ext. 380
mdetor@niagaralutheran.com

RE: Pre-Petition

Situation Assessment

You also want to provide a subject matter expert to educate and prepare your employees for union organizing activity. You want employees to understand that union cards are legal documents, that they need to protect their personal information and some of the common misunderstandings employees have about unions.

Proposed Intervention(s)

- Inoculation Meetings: For this option we will provide a Senior LRI consultant to conduct union "inoculation" meetings with your employees. We will provide at least one on-site facilitator to assess union vulnerability and communicate your message directly to employees.

Objectives

- Train employees on the facts about union cards, common tactics used to get employees to sign cards and facts they should consider before they ever sign a union card;
- Provide a credible subject matter expert who immediately increases your capacity to legally and persuasively respond to potential union organizing activity;
- Prevent NLRB petitions at company location(s) and train employees on the advantages of a direct relationship over a third party relationship.

Value to Organization

- You substantially reduce your company's vulnerability to union organizing activity by making it a "hard target" and difficult for an organizer to get cards signed using typical tactics;
- We will be able to assess overall vulnerability and by communicating directly with employees we get a solid read on whether union organizing activity has gained traction;
- You will have a more positive work environment where associates are treated with respect and managers are confident that they have the skills to earn the "direct relationship privilege."

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Labor Relations Institute, Inc.

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



Terms and Conditions

The fee for consulting is \$3,000 per consultant per consulting day (plus travel expenses). The retainer amount is \$6000. 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 of the campaign.

Payment Terms

All fees are due upon the delivery of the consulting services and are non-refundable. The retainer amount above is due upon acceptance and before we will commence work. We will credit invoices for days worked against this retainer and you agree to refill the retainer in the amount above for each week of the assignment. You also agree to coordinate, arrange and pre-pay consultant's airfare, hotel accommodations and, if deemed necessary, a rental car. Any additional expenses incurred by consultant will be billed to you and you agree to pay those invoices upon receipt and you agree to settle those statements within 7 days and to provide a credit card for us to settle outstanding invoices not paid by that time. 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. Criminal copyright infringement is investigated by the FBI and may constitute a felony penalty of up to five years in prison and/or a \$250,000 fine.

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 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 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.





LRI Consulting Services, Inc.

phone 800-888-9115
fax 918-455-9998

www.LRIonline.com

Acceptance:

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

X Inoculation Meetings

For LRI Consulting Services, Inc.

For Niagara Lutheran Health & Rehabilitation Center

Jurgen Arndt, President/CEO

Date: 3-30-12

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