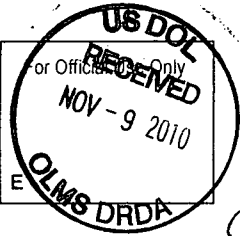


# FORM LM-20

## 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.

1. File Number:

C-

*C-687* *439788*  
*5-RT-16494*

### Person Filing

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

Name *Claire McChrissy*

Title *President*

Organization *The Employee Consulting Group*

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

Street *597 Bowen Estates Rd*

City *Russellville*

State *AR*

ZIP Code + 4 *72802*

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:

*12 / 10*

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 *Labor Relations Institute, INC*

Organization

Trade Name, if any

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

Street *7850 South ECM PIACE*

City *Broken Arrow*

State *OK*

ZIP Code + 4 *74013*

7. Date entered into:

*9 / 29 / 10*

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

Name *DAN WILSON*

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

*Claire McChrissy*

President  
(If other title, see  
instructions)

Title *President*

14. Signed

\_\_\_\_\_

Treasurer  
(If other title, see  
instructions)

Title *Treasurer*

On

*11 / 1 / 10*

Date

*479-280-1087*

Telephone Number

On

Date

Telephone Number

Filer: **5-RL-16494**

File Number C-

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.):

**Specific Activities to be Performed**

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

a. Nature of activity: **Conduct Employee Meetings and assist with questions**

11.b. Period during which performed:

**10-4-10 to 10/29/10**

11.c. Extent performed:

11.d. Name and address through whom performed:

Name **AMS**

Organization

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

Street **6 Freedom Rd.**

City **Gillette**

State **WYO**

ZIP Code + 4 **82716**

Additional Name and address through whom performed, if any:

Name

Organization

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

Street

City

State

ZIP Code + 4

12.a. Identify subject groups of employees:

**Various Employees in Construction**

12.b. Identify subject labor organizations:

**Operating Engineers  
Local 800**



## PROPOSAL

TO: Steve Altfillisch  
Owner  
ACI - Altfillisch Contractors, Inc.  
on behalf of AMS  
13300 Citrus Street  
Corona, CA 92880

September 29, 2010

(951) 736-2811 Ext. 105  
steveA@ACIgrading.com  
5-RC-16494

### **SITUATION ASSESSMENT:**

You have asked for a proposal to provide 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 as opposed to an outside third party like the union. You want to make sure that your consulting is persuasive, legally sound and provides the best opportunity to build trust with your employees.

### **PROPOSED INTERVENTION:**

We will provide a campaign consultant who will speak directly with your employees to educate them about the disadvantages of unions.

### **OBJECTIVES:**

Our objectives for this project include:

- 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;
- Maintain a direct-relationship at your facility (a unionized facility is normally less productive and profitable than a direct relationship one – most estimates place the “dead weight cost” of unionization around 25% more than the cost of operating non-union).

### **MEASURES OF SUCCESS:**

Our metrics will include:

- The vote outcome (or the withdrawal of the petition).

### **VALUE TO THE ORGANIZATION:**

The value to your company includes:

- You receive a program that is persuasive and proven, with **thousands of election wins**;
- You avoid a steep–and slippery–learning curve and are free to do the most important trust-building work. You can persuade your employees with an educational message and without engaging in “mud-slinging” – you will be able to communicate a positive message about the company.

### **METHODOLOGY AND OPTIONS:**

**OPTION 1:** 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.

### **TERMS AND CONDITIONS:**

The fee is \$3,000 per consultant per day (plus travel expenses). This fee is due upon the delivery of the consulting services and is non refundable. In the event the petition is withdrawn, you agree to pay an additional \$10,000 bonus.

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Client Initials



**Payment Terms:** We require a \$15,000 retainer for consulting services that is due upon acceptance of this proposal. The consultant's time will be billed at \$3000 per day credited to the retainer. You will receive regular statements outlining the number of hours expended on your behalf and agree to settle all statements within 7 days. You agree to provide a credit card and authorize us to settle any outstanding invoices that are open after 14 days using that card. You also agree to coordinate, arrange and pre-pay consultants' airfare, hotel accommodations and, if deemed necessary, a rental car. Any additional expenses incurred by consultant(s) will be billed to you.

Expenses will be billed as actually incurred and are due on presentation of the invoice. We accept EFT, Visa, MasterCard and American Express for your convenience. Reasonable business expenses include, but are not limited to, transportation (air, rental car, taxi, etc.), lodging, food, and costs for campaign communication materials. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of the consultant(s) and a penalty of 2% per month 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.

**Indemnification:** The parties agree and acknowledge that unions regularly file unfair labor practices as part of their campaign strategy to delay an election or harass an employer and that, in most cases, these charges are dismissed after investigation by the NLRB. For this reason the client agrees that it will have responsibility for all costs and fees associated with defending all unfair labor practice charges that are investigated by the NLRB in relation to the engagement covered by this agreement. Notwithstanding the foregoing, the parties agree that should the NLRB complete its investigation of alleged unfair labor practice(s) AND issue a complaint about unfair labor practice(s) related to this matter AND one or more of those charges allege:

- a. A specific unlawful action or statement of an LRI on-site consultant (as opposed to a statement or action made by an employee or agent of the client unless it is proven as described below that the employee or agent was specifically instructed to perform the unlawful act by the LRI on-site consultant as opposed to misunderstanding or misinterpreting an instruction); AND
- b. The NLRB issues a complaint specifically alleging this action or statement made by the LRI on-site consultant (or advice by the LRI consultant) was unlawful;

Then the parties agree that LRI shall defend, indemnify and hold harmless the client for actual liabilities, costs and expenses incurred by client for the specific allegation of an improper act or statement from an LRI on-site consultant. LRI agrees to assist the client with any investigation of unfair labor practice(s) filed in connection with this engagement but the client acknowledges that any costs or fees associated with the investigation or possible settlement of unfair labor practices (except for the defense, indemnification and hold harmless obligations as described above) shall be the sole responsibility of the client and shall not be the responsibility of LRI.

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Client Initials



For purposes of this Agreement, an allegation of improper conduct shall be considered "proven" if:

- a. The NLRB states in a final ruling that an LRI on-site consultant's act, statement or instruction to a client employee or agent was the basis for an unfair labor practice; or
- b. A mutually agreed upon neutral arbitrator (if the parties cannot agree on an arbitrator they agree to have one assigned from the Federal Mediation and Conciliation Service) rules after hearing all the evidence that an LRI on-site consultant's act, statement or instruction to a client employee or agent was the cause of an unfair labor practice (as opposed to a misunderstanding or misinterpretation of an instruction).

The parties acknowledge and agree that, except as outlined above, LRI shall have no other indemnification liability to the Company.

**ACCEPTANCE:**

We accept the proposal above

For LRI Consulting Services, Inc.

**Phillip B. Wilson**  
**President – General Counsel**

DATE: September 29th, 2010

For ACI - Altfillisch Contractors, Inc. on behalf of AMS

**Steve Altfillisch**  
**Owner**

DATE: September 29, 2010