

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)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: **536950**
c 65536

Person Filing

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

Name **Randy C. McCarthy**
Title **Secretary - Treasurer**
Organization **National Consultants Association, Ltd.**
P.O. Box, Bldg., Room No., if any
Street **66 Rodeo Drive**
City **Hopewell Junction, N.Y.**
State **New York** ZIP Code + 4 **12533**

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:

6 / 30

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 **Chesapeake Pharmaceutical Packaging Company, LLC**
Organization
Trade Name, if any
P.O. Box, Bldg., Room No., if any
Street **325 Duffy Avenue**
City **Hicksville**
State **New York** ZIP Code + 4 **11801**

7. Date entered into:

9 / 24 / 13

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

Name **Chris Mathews**
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

Andrew J. Bell
President
(If other title, see instructions)

Title **President**

14. Signed

Raf. L. M. Yant
Treasurer
(If other title, see instructions)

Title **Treasurer**

On

10/29/13
Date
845-592-4400
Telephone Number

On

10/29/13
Date
845-592-4400
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.):

Assist Chesapeake Pharmaceutical in NLRB Representation Election with the Graphic Communications Conference / Local 571-M of District Council 3, I.B.E.W.

Fee: \$18,000 plus expenses - Possible \$4,000 Bonus

[See Attached Agreement]

Specific Activities to be Performed

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

a. Nature of activity:

Hold meetings with management staff, have meetings with eligible voters, assist in drafting leaflets/letters as necessary, all to persuade employees to vote the Union out in a decertification election.

11.b. Period during which performed:

9/24/13 - 11/12/13

11.c. Extent performed:

Will Finish on 11/12/13

11.d. Name and address through whom performed:

Name Randy McCarthy and Andrew Gallin

Organization National Consultants Associated, Ltd.

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

Street 66 Rodeo Drive

City Hopewell Junction

State New York

ZIP Code + 4 12533

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:

[See attached "Voting Unit"]

12.b. Identify subject labor organizations:

Graphic Communications Conference / Local 571-M of District Council 3, I.B.E.W.

#10 - 1 of 2 pages

NCA

National Consultants Associated, Ltd. 66 Rodeo Drive
Labor and Public Relations

Telephone: 845.592.4400
Hopewell Junction, N.Y. 12533 Facsimile: 845.592.4399

September 24, 2013

Chesapeake Pharmaceutical Packaging Company, LLC
325 Duffy Avenue
Hicksville, NY 11801
Attn: Chris Mathews, Manager, Human Resources & Benefits – North America

Dear Mr. Mathews:

This will confirm the terms pursuant to which National Consultants Associated, Ltd. ("NCA") will represent Chesapeake Pharmaceutical Packaging Company, LLC ("CPPC") in its union decertification campaign with the Graphic Communications Conference/Local 571-M of District Council 3, IBT ("Union") at CPPC's facility in Evansville, IN (the "facility"):

1. Services To Be Provided

NCA will meet with CPPC's management staff and supervisors involved at the facility and will assist in developing and implementing a campaign strategy, including the preparation of any campaign literature deemed necessary, day-to-day consultation with management staff and/or its designated representatives concerning issues/questions relevant to said campaign, and conducting up to three (3) group union avoidance meetings with the employees eligible to vote in the election. [The three (3) group meetings may be broken down into sub-groups for maximum impact and efficiency.]

2. Fee For Services

A. For the services to be provided, CPPC will pay NCA a total of Eighteen Thousand (\$18,000.00) Dollars; Ten Thousand (\$10,000.00) Dollars to be paid up front upon the signing of this agreement; and Eight Thousand (\$8,000.00) Dollars to be paid on the last day of the group meetings referred to hereinabove, plus any and all reasonable expenses incurred, including travel, lodging and meals.

B. In addition to the foregoing, if the employees eligible to vote in the decertification election vote the Union out, CPPC will pay NCA a bonus in the amount of Four Thousand (\$4,000.00) Dollars payable within 7 days following the date of the election.

#10 - 2 of 2 pages

If the above terms meet with your approval, please indicate your acceptance of same by signing below as indicated and returning this agreement to NCA at your earliest convenience, along with the first payment.

Thank you for your attention in this matter and Andy and I look forward to working with you again.

Very truly yours,

Randy C. McCarthy

Randy C. McCarthy

Accepted:

Chesapeake Pharmaceutical Packaging Company, LLC

By: 

Chris Mathews

Manager Human Resources & Benefits - NA

#12.a. - 1 of 1 pages

VOTING UNIT

All full-time and regular part-time shipping and receiving employees, flexo operators, team leaders, binder operators, bindery assistants, quality assurance employees, cutting operators, die cutter operators, and gluer operators employed by the Employer at its Evansville, Indiana facility; BUT EXCLUDING all temporary employees, operations employees, customer service representatives, purchasing employees, estimators, office clerical employees, professional employees, guards and supervisors as defined in the Act, and all other employees.