

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

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

For Official Use Only



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.

433333

1. File Number: c-683

Person Filing

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

Name Joseph Brock
Title President
Organization East Coast Labor Relations
P.O. Box, Bldg., Room No., if any _____
Street 151 Forge Rd
City Delran
State New Jersey ☒ ZIP Code + 4 08075

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): LLC

Nature of Agreement or Arrangement

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

Name Ed Gerken
Organization PalFleet Truck Equipment Company
Trade Name, if any _____
P.O. Box, Bldg., Room No., if any _____
Street 2109 South 35th Street
City Council Bluffs
State Iowa ☒ ZIP Code + 4 51501

7. Date entered into:

08 / 05 / 2010

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

Name Ed Gerken
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 d ☒

Treasurer
(If other title, see
instructions)

On 8/14/2010
Date

215-840-2088
Telephone Number

On _____
Date

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.):

Agreement to provide consultation and to give speeches to employees about exercising their right to organize and bargain collectively. Terms are \$3,000.00 per day plus expenses.

Specific Activities to be Performed

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

a. Nature of activity:

To provide consultation and to give speeches to employees regarding their right to organize and their right to bargain collectively

11.b. Period during which performed:

1 day per week for three weeks

11.c. Extent performed:

completed as of 9/1/10

11.d. Name and address through whom performed:

Name

Organization East Coast Labor Relations, LLC

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

Street 151 Forge Rd

City Delran

State New Jersey

ZIP Code + 4 08075

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:

Mechanics

12.b. Identify subject labor organizations:

United Steel Workers

EASTCOAST laborrelations

151 FORGE RD
DELRAN, NJ 08075
P: (215) 840-2088
WWW.ECLR.ORG

Proposal

To: Ed Gerken
Vice President, Operations
PalFleet Truck Equipment Company
2109 S. 35th Street
Council Bluffs, Iowa 51501
E.Gerken@palfingerna.com

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 employee on the disadvantages of unions and put their trust in a direct relationship with you as opposed to an outside third-party like a 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 communication materials and a campaign consultant (Joseph Brock) who will speak directly to 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;
- Increased trust and credibility of the current leadership team by improving communication and developing their ability to create a positive employee relations environment;
- Maintaining 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 at around 25% more than the cost of operating non-union).

MEASURES OF SUCCESS

Power metrics will include:

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

METHODOLOGY PROPOSAL

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.

TERMS AND CONDITIONS

The fee for this service is \$3000 per day for a minimum of three days. If a fourth day is necessary it shall also be billed at \$3000 additional. Travel expenses will be billed separately and are not included in the project pricing.

Payment Terms: Consultation services and expenses will be billed as actually incurred and are due upon presentation of the invoice. Reasonable business expenses include transportation, air, taxi etc. lodging 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 and a penalty of 2% per month until all outstanding invoices are paid in full.

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.

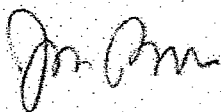
ECLR agrees to assist the client with any investigation of unfair labor practice charges filed in connection with this engagement and that the client acknowledges that any costs or fees associated with the investigation or possible settlement of unfair labor practices shall be the sole responsibility of the client and shall not be the responsibility of ECLR.

You further acknowledge that no representation by ECLR or its representatives were relied upon 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 have knowledge 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 your firm and our firm and that failure to timely file these reports can subject your company to criminal penalties. Your signature below indicates your acceptance of this project and the terms conditions as stated herein.

ACCEPTANCE

We accept the proposal as outlined above:

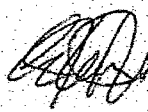
For ECLR Consulting Services, LLC



Joseph Brock
President

DATE 8-4-2010

for PalFleet Truck Equipment Company



Ed Gerken
Vice President, Operations

DATE 8/5/2010