U.S. Department of Labor
Office of Labor-Management
Standards
Washington, DC 20210

# 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)

E READ THE INSTRUCTIONS CAREFUL	LLY BEFORE PREPARING THIS REPORT. 659453
1. File Number: <b>C-</b> 00525	
Person Filing	
Name and mailing address (include ZIP Code):	3. Any other address where records necessary to verify this report are kept:
Name Phillip B Wilson	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:  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):	7. Date entered into: 9 / 14 / 2017
Name	Name of person(s) through whom made:
Organization Kamax L.P.	Name Heather Dinverno
Trade Name, if any	
P.O. Box, Bldg., Room No., if any	Name
Street 1194 Roods Lake Road	Name
City Lapeer	Name
State         MI         ZIP Code + 4         48446	Name
Signa	atures
Each of the undersigned declares, under penalty of perjury and other applicable the information contained in any accompanying documents) has been examined	penalties of law, that all of the information submitted in this report (including I by the signatory and is, to the best of the undersigned's knowledge and belief,

			8				
the informa	tion contained in any ac		s) has been examined			nation submitted in this re of the undersigned's know	
13. Signed	Article !	MAR-	President (If other title, see	14. Signed	HOUL		Treasurer
Title	СЕО		instructions)	Title	President		(If other title, see instructions)
On	12/29/2017	918-455-9995	<del></del>	On	12/29/2017	918-455-9995	
	Date	Telephone Number			Date	Telephone Number	

Filer: LRI Consulting Services, Inc.	File Number C- 00525		
9. Check the appropriate box to indicate whether an object of the activities under	aken, is directly or indirectly:		
To persuade employees to exercise or not to exercise, or persuade em collectively through representatives of their own choosing.	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			
See Accached			
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Specific Activities to be Performed			
11. For each activity, separately list in detail the information required (See instruct	ons):		
a. Nature of activity:			
Engaged to communicate to employees regarding exercising	their rights to organize and bargain collectively.		
<del></del>			
11.b. Period during which performed:	11.c. Extent performed:		
various days beginning 9/14/17	Fully Performed		
11.d. Name and address through whom performed:	Additional Name and address through whom performed, if any:		
Name Patrick O'Mara	Name Benjamin Johnson		
Organization OMara & Associates LLC	Organization Progressive Labor Solutions	ļ	
P.O. Box, Bldg., Room No., if any	P.O. Box, Bldg., Room No., if any		
Street PO Box 2624	Street 55 Biggs Street		
City Novato	City Barre		
<b>State</b> CA <b>ZIP Code + 4</b> 94948	State         VT         ZIP Code + 4         05641		
12.a. Identify subject groups of employees:	12.b. Identify subject labor organizations:		
Productions workers, Cold Heading, Thread roll, Heart treat, Qualifying, Shipping and Receiving, Maintenance, Quallity, Tool Room, Tool Crib and Hilo drivers	Auto Workers		

## Specific Activities to be Performed (Continuation Page)

- 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:  11.d. Name and address through whom performed:		11.c. Extent performed:	11.c. Extent performed:			
		Additional Name and address	Additional Name and address through whom performed, if any:			
Name Nancy	Jowske	Name				
Organization Jowske Co	onsulting Services LLC	Organization	Organization			
P.O. Box, Bldg., Room No.,	if any	P.O. Box, Bldg., Room No., if	P.O. Box, Bldg., Room No., if any Street			
Street 4435 Cornwell	Lane	Street				
City Whitmore Lake		City	City			
State MI	<b>ZIP Code + 4</b> 48189	State	ZIP Code + 4			
Additional Name and address through whom performed, if any:		Additional Name and address	through whom performed, if any:			
Name		Name				
Organization		Organization				
P.O. Box, Bldg., Room No., if any		P.O. Box, Bldg., Room No., if	P.O. Box, Bldg., Room No., if any			
Street		Street				
City		City				
State	ZIP Code + 4	State	ZIP Code + 4			
12.a. Identify subject groups	of employees:	12.b. Identify subject labor org	ganizations:			
Heart treat, Quali	s, Cold Heading, Thread roll, fying, Shipping and Receiving, ity, Tool Room, Tool Crib and Hilo	Auto Workers				

#### **Proposal**

September 14, 2017

Heather Dinverno Human Resources Director Kamax L.P. 1194 Roods Lake Road Lapeer, MI 48446

810-664-7741 heather.dinverno@kamax.com

RE: Campaign Consulting, Petition 07-RC-206099

#### **Situation Assessment**

You have requested 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 work.
- 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.

#### **Terms and Conditions**

The fee for consulting is \$3,000 per consultant per day (plus travel expenses). For purposes of this

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Labor Relations Institute, Inc.













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. Further, you agree to make LRI aware of and share copies of any unfair labor practice charges and or objections and challenges to the conduct of an election alleging anything regarding speech or behavior, in any form, on the part of any LRI consultant.

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

Campaign Consulting	
For LRI Consulting Services, Inc.	For Kamax L.P.
Proble	dette Mil
Phillip B. Wilson, President/General Counsel	Heather Dinverno, Human Resources Director
Date: Sentember 14, 2017	Date: 9/18/2017

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We accept the Proposal above and the intervention selected:



