

**FORM LM-10**  
**EMPLOYER REPORT**

OMB No. 1245-0003. Expires 03-31-2019.

IMPORTANT: 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.

**Office of Labor-Management Standards**  
**U.S. Department of Labor**

OLMS

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▶ Read the instructions carefully before completing this report. ◀

1.a. File Number <b>E-</b>	1.b. <input type="checkbox"/> Hardship Exemption	1.c. <input type="checkbox"/> Amended Report	2. Fiscal Year Covered: _____ through _____ (mm/dd/yyyy) (mm/dd/yyyy)
3. Name and address of Reporting Employer (including trade name, if any).  Employer _____ Attention To (including title) _____ Street _____ City _____ State _____ ZIP Code _____ Email Address _____ Employer Identification Number (EIN) _____			4. Name of President or corresponding principal officer and address if different from address in Item 3.  Name _____ Title _____ Street _____ City _____ State _____ ZIP Code _____ Email Address _____
5. Any other address where records necessary to verify this report will be available for examination.  Organization _____ Street _____ City _____ State _____ ZIP Code _____ Email Address _____ Contact Name _____ Title _____			6. Indicate by checking the appropriate box or boxes where records necessary to verify this report will be available for examination.  <input type="checkbox"/> Address in Item 3 <input type="checkbox"/> Address in Item 4 <input type="checkbox"/> Address in Item 5
			7. Type of organization.  <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other  (specify) _____

**Signatures**

Each of the undersigned, duly authorized officers of the above employer 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 VIII on penalties in the instructions.)

18. Signed _____ President (If other title, see instructions.)	19. Signed _____ Treasurer (If other title, see instructions.)
On _____ Date (mm/dd/yyyy)      Telephone Number	On _____ Date (mm/dd/yyyy)      Telephone Number

**PART A – Payments to Unions and Union Officials.** You must complete Part A if you made or promised or agreed to make, directly or indirectly, any payment or loan of money or other thing of value (including reimbursed expenses) to any labor organization or to any officer, agent, shop steward, or other representative or employee of any labor organization.

8. Name and Title of Recipient/Contact \_\_\_\_\_ Labor Organization \_\_\_\_\_

Individual recipient     Labor organization recipient

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Telephone \_\_\_\_\_ Email Address \_\_\_\_\_

9.a. Date of each payment. (mm/dd/yyyy)	9.b. Amount of each payment.	9.c. Kind of payment. (Specify if payment or loan, and if in cash or property.)	9.d. Explain fully the circumstances of the payment, including the terms of any oral agreement or understanding pursuant to which it was made.
(1)			
(2)			
(3)			

**PART B – Persuader Payments to Employees and Employee Committees.** Complete Part B if you made, directly or indirectly, any payment (including reimbursed expenses) to any of your employees, or to any group or committee of your employees, for the purpose of causing them to persuade other employees to exercise or not to exercise, or as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing unless such payments were contemporaneously or previously disclosed to other employees.

10. Name of Recipient \_\_\_\_\_

Type of Recipient:     Employee     Employee Group/Committee

If you checked "Employee Group/Committee" provide contact name and title: \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Telephone \_\_\_\_\_ Email Address \_\_\_\_\_

If the address of the group or organization differs from that of the individual recipient of the payment or the contact person for the group or organization, click here:

11.a. Date of each payment. (mm/dd/yyyy)	11.b. Amount of each payment.	11.c. Kind of payment. (Specify if payment or loan, and if in cash or property.)	11.d. Explain fully the circumstances of the payment, including the terms of any oral agreement or understanding pursuant to which it was made.
(1)			
(2)			
(3)			

**PART C – Persuader Agreements/Arrangements with Labor Relations Consultants.** Check the box(es)

below and complete Part C if you made any agreement or arrangement with a labor relations consultant or other independent contractor or organization pursuant to which such person or organization undertook activities where an object thereof, directly or indirectly, was to:

- Persuade employees to exercise or not to exercise, or as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- Furnish you with information concerning activities of employees or of a labor organization in connection with a labor dispute in which you were involved.

12. Name of person with whom (or through) a separate agreement was made \_\_\_\_\_

Organization \_\_\_\_\_ Position in Organization \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Telephone \_\_\_\_\_ Email Address \_\_\_\_\_

Employer Identification Number (EIN) \_\_\_\_\_

If the address of the consultant or other organization differs from that of the individual with whom the separate agreement was made, click here:

13.a. Date of the agreement or arrangement. (mm/dd/yyyy)

13.b. Terms and conditions. (Explain in detail; see instructions. Written agreements must be attached by clicking the "Add Attachments" link at the top of the form.)

14. Information regarding activities performed or to be performed by the labor relations consultant pursuant to agreement or arrangement.

14.a. Nature of activities performed or to be performed by the labor relations consultant pursuant to agreement or arrangement:

**PERSUADER ACTIVITIES:** Select from the following reportable activities those which, per agreement with the consultant(s) named in item 12, have been or will be performed:

- Drafting, revising, or providing written materials for presentation, dissemination, or distribution to employees
- Drafting, revising, or providing a speech for presentation to employees
- Drafting, revising, or providing audiovisual or multi-media presentations for presentation, dissemination, or distribution to employees
- Drafting, revising, or providing website content for employees
- Planning or conducting individual employee meetings
- Planning or conducting group employee meetings

- Training supervisors or employer representatives to conduct individual or group employee meetings
- Coordinating or directing the activities of supervisors or employer representatives
- Establishing or facilitating employee committees
- Developing personnel policies or practices
- Identifying employees for disciplinary action, reward, or other targeting
- Speaking with or otherwise communicating directly with employees
- Other

**INFORMATION SUPPLYING ACTIVITIES:** Select each activity whereby the labor relations consultant supplies you with information concerning the activities of employees or a labor organization in connection with a labor dispute in which you are involved:

- Supplying information obtained from:
  - Research or investigation concerning employees or labor organizations
  - Supervisors or employer representatives
  - Employees, employee representatives, or union meetings
  - Surveillance of employees or union representatives (electronically or in person)
- Other

**ADDITIONAL INFORMATION:**

14.b. Period during which performed.

14.c. Extent performed.

14.d. Name of person(s) who performed activities \_\_\_\_\_

Type of Person:  Employee of Consultant  Independent Contractor  Separate Organization

Organization \_\_\_\_\_ Position in Organization \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Telephone \_\_\_\_\_ Email Address \_\_\_\_\_ Employer Identification Number (EIN) \_\_\_\_\_

If the address of the organization differs from the business address of the person who performed the activities, or if more than one person performed the activities, click here:

**PART C – Persuader Agreements/Arrangements with Labor Relations Consultants.** Continued

14.e. Identify subject groups of employees.	14.f. Identify subject labor organizations.
<b>[Continuation button]</b>	

15.a. Date of each payment. (mm/dd/yyyy)	15.b. Amount of each payment.	15.c. Kind of payment. (Specify if payment or loan, and if in cash or property.)	15.d. Explain fully the circumstances of the payment(s), including the terms of any oral agreement or understanding pursuant to which it was made.
(1)			
(2)			
(3)			

**PART D – Expenditures Made to Interfere With, Restrain, or Coerce Employees; Obtain Information Concerning Employees or a Labor Organization.**

Check the box(es) below and complete Part D if you made:

- Any expenditure where an object thereof, directly or indirectly, was to interfere with, restrain, or coerce employees in the right to organize and bargain collectively through representatives of their own choosing; or
- Any expenditure where an object thereof, directly or indirectly, was to obtain information concerning the activities of employees or of a labor organization in connection with a labor dispute in which you were involved.

16. Name of Recipient \_\_\_\_\_

Type of Recipient:    Employee    Independent Contractor    Business/Organization

If you checked "Business/Organization," provide contact name and title: \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Telephone \_\_\_\_\_ Email Address \_\_\_\_\_

If the address of the consultant or other organization differs from that of the individual with whom the separate agreement was made, click here:

17.a. Date of each expenditure. (mm/dd/yyyy)	17.b. Amount of each expenditure.	17.c. Kind of expenditure (Specify if payment or loan, and if in cash or property.)	17.d. Explain fully the circumstances of the expenditure(s), including the terms of any oral agreement or understanding pursuant to which they were made.
(1)			
(2)			
(3)			