

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES

CORESLAB STRUCTURES (TULSA) INC.

and

Cases 14-CA-248354  
14-CA-248812

INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL 627, AFL-CIO

GENERAL COUNSEL'S MOTION TO CORRECT TRANSCRIPT AND EXHIBITS

Pursuant to Section 102.24 of the Board's Rules and Regulations, as amended, Counsel for the General Counsel (General Counsel) files this Motion to Correct Transcript and Exhibits.

1. Pages 361-362 of the formal transcript involve questioning by the General Counsel of Respondent's General Manager and Vice President Neil Drews. On page 361, at lines 20-22, Drews testified that he was present for bargaining sessions in 2015 along with Justin Evans and Michael Stark for the Union. At page 362, line 3, Drews testified that Respondent's profit sharing benefit was "never brought up" during the 2015 negotiations. At page 362, lines 4-8, the formal transcript sets forth the question and answer that followed:

Q: Profit-sharing was never – okay. And the fact that eligible – that unit employees were getting this benefit *would've* have been brought up during that negotiation by you? (emphasis added)

A: That is correct.

The emphasized word identified in the General Counsel's question found on page 362, line 6, is not correct. The emphasized word should be replaced with "wouldn't" or "would not." At no point during the hearing did Drews testify that profit sharing was raised with Justin Evans

or Michael Stark prior to September 6, 2019, other than Respondent's 2019 proposal to replace the pension plan with that benefit. Drews testified that profit sharing was "never brought up" during the parties' 2015 negotiations and his testimony on page 362, line 8, was consistent with that. The transcript as it stands is not accurate. Therefore, the General Counsel respectfully requests the record be corrected to reflect the correct language so that the transcript will now read – "Profit-sharing was never – okay. And the fact that eligible – that unit employees were getting this benefit wouldn't have been brought up during that negotiation by you?" The Union does not object. Respondent's counsel has informed the General Counsel that he objects because he does not have a specific recollection of how the General Counsel stated the specific question. Consequently, he cannot say whether the court reporter's transcription of the question is inaccurate.

2. GC Exhibit 23 was a two page exhibit consisting of an email chain dated December 10, 12, and 13, 2019 between Justin Evans and Neil Drews. A true copy of GC Exhibit 23 is attached as Appendix A. GC Exhibit 23 is missing from the formal exhibits. GC Exhibit 23 was identified in the record by Justin Evans, offered into evidence without objection, and accepted by the ALJ on November 9, 2020. (T. 118-120). The General Counsel respectfully requests that the record be corrected to include Appendix A as GC Exhibit 23. Both Respondent and the Union have advised they do not object to this request.

December 30, 2020

Respectfully submitted,

/s/ William F. LeMaster

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William F. LeMaster  
Counsel for the General Counsel

## Neil Drews

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**From:** Neil Drews  
**Sent:** Friday, December 13, 2019 7:55 AM  
**To:** 'jevans627'  
**Subject:** RE: Information Request

Tony Puckett  
McAfee & Taft  
Off: 405-552-2251

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**From:** jevans627 <jevans627@sbcglobal.net>  
**Sent:** Thursday, December 12, 2019 3:49 PM  
**To:** Neil Drews <ndrews@coreslab.com>  
**Subject:** RE: Information Request

Neil,

Please advise me as to the contact information of the legal council the company has for this arbitration and other labor issues you have.

Thank you,

Justin Evans

Sent via the Samsung Galaxy S7 active, an AT&T 4G LTE smartphone

----- Original message -----

**From:** Neil Drews <ndrews@coreslab.com>  
**Date:** 12/12/19 9:09 AM (GMT-06:00)  
**To:** 'jevans627' <jevans627@sbcglobal.net>  
**Cc:** 'Mike Stark Work' <mikestark627@sbcglobal.net>  
**Subject:** RE: Information Request

Good Morning,

Sorry to not get this to you sooner, but the bug has had me down the last few days. In response to your email:

This is not a BONUS.

**APPENDIX A**

**GC EXHIBIT 23**

1./2. This request is about calculating the actual profit sharing that would have been paid to bargaining unit members. Whether this information is needed is contingent on the union winning the arbitration and that cannot be assumed. I do not think this information is relevant to the issue presented in the grievance, i.e. whether the CBA requires the company to offer profit sharing to bargaining unit members.

3. January 1, 2006 in Tulsa

4. I don't understand the question.

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**From:** jevans627 <[jevans627@sbcglobal.net](mailto:jevans627@sbcglobal.net)>  
**Sent:** Tuesday, December 10, 2019 2:10 PM  
**To:** Neil Drews <[ndrews@coreslab.com](mailto:ndrews@coreslab.com)>  
**Cc:** Mike Stark Work <[mikestark627@sbcglobal.net](mailto:mikestark627@sbcglobal.net)>  
**Subject:** Information Request

Neil,

Hope all is well,

I have been reviewing past emails, looking at the information you had sent on the Coreslab Profit Sharing Bonus Program. I need a little more information please. (1)I need the figures on where to start calculating. You had sent me the years of service percentages. But I have no way of figuring each bargaining unit members Bonus until I have the overall bonus payout figure. (2)With that I need to know where that number is derived from.(3) Also include number of years the Coreslab Profit Sharing Bonus Program has been in existence, (4)along with the trigger point at which Profit Bonus is activated. Please email the 4 documents requests as soon as possible. I would like to have that by 5pm Wednesday, December 11th, but I believe Thursday by noon would be great in case you need to get with corporate for some of this information.

Thank you for your immediate response to this email.

Justin Evans