JD-4-21
Tulsa, OK

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

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DECISION

Statement of the Case

ROBERT A. RINGLER, Administrative Law Judge. This case was heard via videoconference on November 9, 10 and 11, 2020. The complaint alleged that Coreslab Structures, Inc. (Coreslab or the Respondent) violated §§8(a)(1), (3) and (5), and 8(d) of the National Labor Relations Act (the Act) by, inter alia, engaging in the following unfair labor practices (the ULPs): barring employees from speaking to the International Union of Operating Engineers, Local 627, AFL-CIO (the Union) during non-working time in non-working areas; unilaterally and discriminatorily terminating contractual pension plan benefits for certain employees; unilaterally and discriminatorily providing profit sharing benefits to certain employees; failing to provide relevant requested information to the Union; failing to bargain in good faith with the Union over a successor collective bargaining agreement; and withdrawing its recognition of the Union as the exclusive collective bargaining representative of its employees.[1]

On the record, I make the following

[1] The General Counsel (the GC) amended the complaint at the hearing. See (GC Exh. 26(a)).

FINDINGS OF FACT[2]

I. JURISDICTION

Coreslab, a corporation with a plant in Tulsa, Oklahoma, manufactures concrete roadway beams. Annually, it sells and ships from its plant goods valued over $50,000 directly to points outside of Oklahoma. It is, as a result, an employer engaged in commerce, within the meaning of §2(2), (6) and (7) of the Act. The Union is similarly a §2(5) labor organization.

II. ULPS

A. Introduction

Coreslab owns 17 plants in North America, including its unionized Tulsa plant, which is the focus of this litigation. The collective-bargaining agreement at the Tulsa plant ran from May 1, 2015 to April 30, 2019 (the CBA), and covered these employees (the Unit):[3]

> All production and maintenance employees, employed by the Company …. excluding building maintenance employees, janitorial employees, office and clerical employees and supervisors … and guards.

(JT Exh. 1). Coreslab abruptly ended its bargaining relationship with the Union on September 24, 2019.[4] The termination of this bargaining relationship as well as various unilateral changes in profit sharing and pension benefits prompted this litigation.

1. Pension Benefits

Under CBA, Article XVI, *Pension*, Coreslab was required to pay an hourly stipend to the Union's Central Pension Fund (the CPF) for "all hours worked" by Unit employees.[5] (JT Exh. 1 at 15-16). In 2011, Coreslab inexplicably stopped paying these pension monies on behalf of those Unit employees, who were not Union members. This end run around the CBA was secretly undertaken without notice or bargaining.

2. Profit Sharing Benefits

Although the CBA is silent on profit sharing, Coreslab unilaterally decided in 2011 to provide profit sharing monies to the same Unit members that were secretly excluded from the pension (i.e., those Unit employees, who were not Union members). This second end run around the Union was covertly undertaken, in the same manner as the unilateral pension change.

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[2] Unless otherwise stated, factual findings arise from joint exhibits, stipulations, and undisputed evidence.
[3] There are roughly 26 Unit employees. (JT Exh. 9).
[4] All dates occurred in 2019, unless otherwise stated.
[5] In 2019, for instance, it was required to pay "$1.40 … per hour on all hours worked" by Unit employees.

B. CPF Audit

In 2019, Coreslab was randomly audited by the CPF. This audit triggered a domino effect of sorts that eventually led to the exposure of Coreslab's pension and profit sharing changes. On July 15, the first domino fell, with the CPF discovering that Coreslab had underpaid in a whopping $119,455.28 between 2016 and 2018.[6] (GC Exh. 14). Unsurprisingly, this underpayment flowed from its 2011 exclusion of certain Unit employees from the pension.[7]

C. April 10 – Bargaining Session 1

In anticipation of the CBA's April 30 expiration, Union Business Agent Justin Evans met with Coreslab General Manager Neil Drews to bargain. Although the Union made a comprehensive proposal, the parties failed to reach any agreement and the meeting only lasted a few hours. Drews, thereafter, advised Evans about the CPF audit and told him that Coreslab could not resolve bargaining until the audit was completed. Evans, who had yet to realize that the audit would significant liability or uncover the unilateral changes at issue herein, accommodated Drews' request and agreed to extend the CBA to July 31. (JT Exh. 4).

D. July 26 – Bargaining Session 2

On July 15, Evans contacted Drews, advised him that the audit had been completed, and sought bargaining. The parties then met on July 26 and Coreslab proposed eliminating all pension benefits. (JT Exh. 15). This session only lasted a few hours and failed to result in a meeting of the minds. The parties, again, extended the CBA to September 30. (JT Exh. 6). Evans, at this point, remained ignorant about Coreslab's pension and profit sharing violations.

E. Late July – Plant Manager Danny Johnson's Union Admonition

In late-July, while Drews met with a worker in the breakroom, Plant Manager Danny Johnson intervened and instructed the worker not to talk to the Union. Johnson admitted the exchange, but, contended that he interfered because the worker was temporary and not covered by the CBA. He said that, once Evans protested his actions, he retreated.

F. Late-August – Drews' Bargaining Update

During an August meeting, Drews updated the Unit on the status of bargaining. His update mostly blamed the Union and CPF for delaying bargaining and impeding Coreslab's ability to provide raises. His talking points are outlined below:[8]

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[6] Including interest, liquidated damages and expenses, Coreslab's debt totaled $158,996.76. (GC Exh. 14).

[7] The CPF's failure to previously identify the unilateral pension change was plausible, inasmuch as it generally relies on employer's self-reporting pension data, without cross-checking these assertions with local unions.

[8] Drews testified that, while he did not read these points verbatim, they were all covered in his own words.

> 1. … [E]mployees [are] wondering why there were no raises on May 1, 2019. The reason is that this is a renewal year for the collective bargaining agreement …. We [also] had to extend this date back to August 1 due to an unexpected audit from the Central Pension Fund on April 16, 2019.
> 2. ….
> 3. We have met a few times trying to get [bargaining] … resolved ….
> 4. One of the subjects … ha[s] been the pension ….
> 5. [T]he Central Pension Fund performed an audit … [and found] that contributions should have been made for employees who are not in the pension fund. The company does not agree …. [nor] know where any of Any money that the company may owe …, will be paid to the pension fund and not the employees. If employees are members of the pension fund, … [they] may benefit from the company making the contribution. If you are not a member … you will not benefit from the extra contribution.
> 6. The uncertainty of the … audit has made negotiations difficult because the audit could cost … significant … money.
> 7. Coreslab [will] … continue bargaining … to reach a new agreement.
> 8. Those in the pension … will be forfeiting the profit sharing … [and will] instead …. receiv[e] weekly [pension] contribution[s] ….
> 9. this money will go.

(GC Exh. 15). At the time of this meeting, only a quarter of the Unit consisted of Union members who were receiving pension contributions, while three-quarters of the Unit consisted of employees who were not Union members who were not receiving pension contributions.[9] This meant the 75% of the audience was left with the strong message that the Union was acting against their interests by, inter alia, blocking their raises, ending a valuable profit sharing program, and seeking to place them in a pension plan that would not offer them a direct benefit. (Id.). This message, clearly, triggered outrage and disillusion amongst at least 75% of the Unit.

G. September 6 – Bargaining Session 3

At this meeting, Drews brought Evans up to speed and, at long last, revealed that Coreslab had been covertly offering profit sharing to Unit members that were non-members for several years. Evans described this revelation in the following way:

> [T]hey finally told us that they weren't paying … pension [contributions for] … the non-union members … [of] the bargaining unit, and that people that … didn't join … got the profit-sharing …. [The Union now] underst[ood] why there [was] … an audit and … [how they] … ow[ed] so much.[10]

(Tr. 89-90).[11]

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[9] See (JT Exh. 9)(September 2019 seniority and Union membership list).

[10] Drews testified that Coreslab has not made pension contributions for Unit members, who were not members of the Union, since 2011. (Tr. 330-331); see also (GC Exhs. 8-9). He reported that it alternatively granted profit sharing to non-Union members since 2011, while excluding Union members from this benefit. (Id.).

[11] His testimony was highly credible. *First*, he was a strong and believable witness. *Second*, Union Steward Floyd

Although it is unrebutted that September 6 was the first time that Evans learned about the unilateral pension and profit sharing changes, Coreslab contends that the Union was constructively aware before September 6. To this end, it demonstrated that Unit employees learned at prior safety meetings that Union members received the pension and non-members received profit sharing. It also showed that Union stewards previously knew about these practices.[12] Prince, a Steward from 2007 to May 2019, agreed that he was aware of these policies, but, never filed a grievance. He acknowledged, however, that he did not report these issues to Union management. (Tr. 527-28, 547). He stated that Merill, another Steward, also knew about this arrangement, but, was unaware of him reporting it to the Union. (Tr. 528-530).

H. September 12 – Coreslab's Revocation of Prior Agreements

On this date, Drews told Evans that, given the parties' ongoing disagreement on the pension and profit sharing changes and liability, all matters that were previously agreed to during bargaining were "off of the table." This included a de minimis agreement to rephrase certain contract provisions more concisely, and a more important accord to increase shift differential.

I. Information Requests

1. September 9 – First Written Information Request

The Union, in an effort to better understand the facets of the previously unknown profit sharing policy, emailed this request to Drews and asked for these pieces of information:[13]

> 1. Seniority list of bargaining unit members with the terms of so called "profit sharing" and equations to figure such calculation.
> 2. Approximate start date of "profit sharing" at the Tulsa facility.
> 3. List of employees who receive and who [are]... excluded from "profit sharing"
> 4. Rules of "profit sharing"
> 5. All information on the company 401K [plan].
> 6. List of employees [who are] eligible and ineligible for [the] 401K [plan]….

(JT Exh. 8).

2. September 12 – Profit Sharing Grievance and Information Response

Evans presented the Union's profit sharing grievance, which sought equal access to profit sharing for Union members. Drews denied the grievance, and partially replied to its

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Prince credibly testified that he did not know whether Coreslab had ever told the Union about its pension and profit sharing practices. (Tr. 548 ("I don't know if they ever talked to the Union.")). *Finally*, this testimony was buttressed by the absence of any contradictory evidence from a Coreslab witness regarding earlier notice.

[12] Stewards are voluntary, working Unit members, who do not possess any specialized training in labor law. They only file and present grievances.

[13] Evans also orally sought some of the same information at the September 6 bargaining session.

pending information request. (JT Exh. 9).

3. September 16 – Second Written Information Request

The Union then sought the following additional items regarding profit sharing:

> [I]nformation on the start date of the Profit Sharing Plan at the Tulsa facility …
>
> [C]ontact information [for the 401K plan] along with the 401K prospectus ….
>
> [D]ata on the last 10 years of profit/loss margins, along with the company's 5 year profit/loss forecast [regarding the profit sharing plan] …. [and]
>
> [W]hat percentage … of company profit … the Profit Sharing Plan is based on ….

(JT Exh. 10).

J. September 24 – Withdrawal of Recognition

Predictably, Unit employees eventually sought to oust the Union, with a majority of the Unit signing a petition to this effect. On September 24, Coreslab consequently withdrew its recognition of the Union as the Unit's bargaining representative. (JT Exhs. 11, 16). Coreslab then cancelled further bargaining, failed to supply the requested information, and ceased making any pension payments to the CPF and dues remittances to the Union.

III. ANALYSIS

A. §8(a)(1) Allegation[14]

Coreslab violated §8(a)(1), when, in mid-July, Johnson barred a temporary employee from talking to Evans during non-working time in the breakroom. See, e.g., *Kuhmo Tires Georgia*, 370 NLRB No. 32, slip op. at n. 3. (2020) (unlawful to direct employees not to discuss the Union); *Jerry Ryce Builders, Inc.*, 352 NLRB 1262 (2008).[15]

[14] This allegation is pled under complaint pars. 5 and 12.

[15] Coreslab failed to cure this violation, even though Johnson relented after Evans protested his actions. In order to adequately cure this violation, it was minimally obligated to advise employees about their §7 rights to discuss wages, hours and working conditions, which was not done. It similarly failed to remain "free from other proscribed illegal conduct," or publish a repudiation. *Passavant Memorial Area Hospital*, 237 NLRB 138 (1978).

B. §8(a)(5) Allegations

1. Unilateral Change Allegations[16]

a. Partial Termination of Unit Pension Benefits

In 2011, Coreslab unlawfully and covertly ceased making pension payments required by the CBA for Unit employees, who were not Union members. The Union learned about this unilateral change on September 6 (i.e., eight years after implementation).

Under §§8(a)(5) and 8(d), an employer cannot modify a contract during its term without the union's consent. *Rapid Fur Dressing*, 278 NLRB 905, 906 (1986). An employer may, however, justify a mid-term change, if it has a "sound arguable basis" for construing the contract to allow the change. *Bath Iron Works Corp.*, 345 NLRB 499, 501-502 (2005), enforced sub nom. *Bath Marine Draftsmen's Assn. v. NLRB*, 475 F.3d 14 (1st Cir. 2007).[17]

Coreslab unlawfully failed to make pension contributions for Unit employees, who were not Union members. The CBA expressly required, *without contradiction*, that pension payments be made to the CPF for "all" Unit employees. Coreslab, as a result, lacked a "sound arguable basis" for its position that CBA's requirement that pension monies be paid for "all" Unit members somehow really meant that non-members should be carved out. This construction is inconsistent with the commonly understood definition of "all," and lacks any additional contractual support. Coreslab, as a result, violated §§8(a)(5) and 8(d). *M&C Vending Co.*, 278 NLRB 320, 324 (1986); *American Needle & Novelty Co*., 206 NLRB 534, 545 (1973).

b. Partial Implementation of Profit Sharing

In 2011, Coreslab violated §8(a)(5), when it unilaterally granted profit sharing to those Unit members, who were not Union members. An employer must bargain with the union representing its employees over wages, hours, and other terms and conditions of employment. *NLRB v. Borg-Warner Corp.*, 356 U.S. 342, 349 (1958). This duty continues during a contract's term over such mandatory topics, which are not regulated by the agreement. *Jacobs Mfg. Co*., 94 NLRB 1214, 1217-1218 (1951), enfd. 196 F.2d 680 (2d Cir. 1952). An employer, as a result, violates the Act, when it makes a material, substantial and significant change regarding a mandatory subject without first giving the union notice and a valid chance to bargain to agreement or impasse. *NLRB v. Katz*, 369 U.S. 736, 747 (1962); *Litton Financial Printing Division v. NLRB*, 501 U.S. 190, 198 (1991).

Coreslab violated §8(a)(5), when it unilaterally offered profit sharing to those Unit members, who were not Union members. It is undisputed that this action was effectuated without notice or bargaining.

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[16] This allegation is pled under complaint pars. 8, 14 and 15.

[17] In evaluating whether an employer had a "sound arguable basis," the Board considers contractual language, past practice and bargaining history. *Resco Products, Inc.*, 331 NLRB 1546, 1548 (2000).

c. §10(b) Defense

Even though the pension and profit sharing changes occurred in 2011, these violations are not time-barred by the general §10(b) requirement that a charge is to be filed within 6 months of the occurrence (i.e., the instant charge was filed on September 17, 2019, which was 8 years after implementation). Specifically, the §10(b) clock only begins to run only, when a party receives direct or constructive notice of a violation.[18] *Carrier Corp.*, 319 NLRB 184, 190 (1995). A party raising this affirmative defense has the burden of proving notice. *Leach Corp*., 312 NLRB 990, 991 (1993), enfd. 54 F.3d 802 (D.C. Cir. 1995).

Although employees and stewards learned about the pension and profit sharing changes in 2011, the record reveals that Evans and the Union's management did not know until September 6, which was within 6 months of the charge filing. Union Steward Prince agreed that he never told the Union and there is no evidence demonstrating knowledge from an alternative source. There is also no evidence showing that the CPF shared pension remittance data with the Union before September 6.[19] On these bases, I find that the unilateral change allegations are timely, inasmuch as the Union was never placed on direct or constructive notice before September 6.[20]

2. Information Request Allegations[21]

Coreslab violated the Act, when it failed to respond to the Union's September 16 information request seeking records regarding: "the start date of the Profit Sharing Plan at the Tulsa facility," "Contact information [for the 401K plan] along with the 401K prospectus," and "[the formula or] percentage … of company profit … the Profit Sharing Plan is based on." (JT Exh. 9).[22] An employer must provide requested information to the union, whenever there is

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[18] Constructive notice means that, with reasonable diligence, a party should become aware of a violation.

[19] Such evidence might, arguably, establish constructive notice, inasmuch it could show that the Union held the ability to become aware of these policies with the exercise of due diligence by cross-checking its Unit seniority list against a CPF pension remittance list.

[20] Steward knowledge cannot be attributed to the Union because they only held the narrow authority to address low-level grievances. See, e.g., *Brimar Corp*., 334 NLRB 1035, 1035 fn. 1 (2001) (steward's knowledge of a unilateral change could not be imputed to the union because the steward had no role in bargaining matters bargaining and the employer had no reason to believe otherwise); *Catalina Pacific Concrete Co*., 330 NLRB 144, 144 (1999) (rejecting a §10(b) defense because the employer did not have a reasonable basis to believe that a steward had the authority to act as the union's agent with respect to receiving notice of proposed unilateral changes), enfd. 19 Fed. Appx. 683 (9th Cir. 2001); *Brimar Corp*., 334 NLRB 1035 n.1 (2001) (shop steward knowledge of alleged unilateral change not imputed to Union for §10(b) purposes). Employee knowledge is similarly insufficient to establish notice. See, e.g., *St. George Warehouse*, 341 NLRB 904, 905 (2004); *Nursing Center at Vineland*, 318 NLRB 337, 339 (1995) (union lacked constructive notice, even though employees were previously aware of unilateral change); *Fire Tech Systems*, 319 NLRB 302, 305 (1995)(employee awareness outside the §10(b) period insufficient to establish clear and unequivocal notice to the Union); *Patsy Trucking Inc*., 297 NLRB 860, 862-863 (1990) (knowledge by union members insufficient to trigger statute of limitations).

[21] This allegation is pled under complaint pars. 9 and 14.

[22] Although the complaint alleges that the Union requested previously requested this information orally on September 6 and in writing on September 9, the record is somewhat ambiguous regarding the substance of these earlier requests. Given that the complaint appears to mirror the Union's written September 16 information request, a remedy has solely been found on this request. This clarification was solely raised to avoid confusion, and does

a probability that such information is necessary and relevant to its representational duties. *NLRB v. Acme Industrial Co*., 385 U.S. 432 (1967); *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149 (1956). This duty encompasses relevant grievance-processing materials. *Postal Service*, 337 NLRB 820, 822 (2002). Information, which concerns unit terms and conditions of employment, is considered presumptively relevant. *U.S. Information Services*, 341 NLRB 988 (2004).

Coreslab was required to provide the pension and profit sharing information. Its request involved Unit benefits and was, as a result, presumptively relevant. It was also relevant to the several ULPs at issue herein.

3. Failure to Bargain in Good Faith over Successor Agreement[23]

Coreslab unlawfully failed to bargain in good faith with the Union over a successor agreement. Under §8(d), an employer is obligated to "meet at reasonable times with the representative of its employees and confer in good faith with respect to wages, hours and other terms and conditions of employment. Although good faith bargaining does not require concession or capitulation, it still requires a sincere desire to enter into "good faith negotiation with an intent to settle differences and arrive at an agreement" *NLRB v. Wonder State Mfg. Co.*, 344 F.2d 210 (8th Cir. 1965). The "mere pretense at negotiations with a completely closed mind and without a spirit of cooperation does not satisfy the requirements of the Act." *Id.* A violation will, as a result, be found where the employer will only reach an agreement on its own terms. *Pease Co*., 237 NLRB 1067, 1079 (1978). In gauging bad faith, the Board reviews the totality of the circumstances and considers: unreasonable bargaining demands, delays, bypassing the union, failing to provide relevant information, unlawful conduct away from the table, unilateral changes, failing to designate an agent with bargaining authority, withdrawing prior agreements and arbitrary scheduling. *Atlanta Hilton & Tower*, 271 NLRB 1600 (1974).

Several factors demonstrate bad faith. *First*, Drews repeatedly postponed bargaining. Between the April 10 and September 24, he solely participated in 3 short sessions, frequently delayed, and cancelled meetings. *Atlanta Hilton & Tower*, supra (delaying tactics); *Regency Service Carts, Inc*., 345 NLRB 671, 673 (2005) (delaying and cancellation); *Mid-Continent Concrete*, 336 NLRB 258, 260-61 (2001), enfd. sub nom. *NLRB v. Hardesty Co.*, 308 F.3d 859 (8th Cir. 2002). *Second*, Coreslab's unilateral changes demonstrate bad faith. See, e.g., *Atlanta Hilton & Tower*, supra; *Litton Systems*, 300 NLRB 324, 330 (1990), enfd. 949 F.2d 249 (8th Cir. 1991). *Third*, Coreslab's withdrawal of prior agreements demonstrates bad faith. On September 12, Drews rescinded all earlier agreements and started bargaining from scratch. *Atlanta Hilton & Tower*, supra. *Fourth*, Coreslab's failure to provide information request adduces bad faith. *Id*. *Finally*, Coreslab's general failure to offer counterproposals demonstrates bad faith. See generally *Bryant & Stratton Business Institute*, 321 NLRB 1007, 1042 (1996), enfd. 140 F.3d 169 (2nd Cir. 1998) (lack of exchange of counterproposals). In sum, the totality of the circumstances demonstrates bad faith. *Public Service Co. of Oklahoma*, 334 NLRB 487, 488-490 (2001), enfd. 318 F.3d 1173 (10th Cir. 2003); *Mid-Continent Concrete*, supra at 261

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not impact the overall remedy.

[23] This allegation is pled under complaint pars. 11 and 14.

(relying upon the several bad faith factors present herein).

4. Withdrawal of Recognition[24]

Coreslab unlawfully withdrew Union recognition. Several unremedied ULPs prompted the disaffection that led to the petition, and precluded withdrawal of recognition.

The Board evaluates several factors in determining whether unremedied ULPs were sufficient to cause employee disaffection and bar withdrawal of recognition. In *United Site Services of California*, 369 NLRB No. 137 (2020), it explained that:

> [A]n employer may not withdraw recognition from a union while there are unremedied unfair labor practices tending to cause employees to become disaffected from the union. To determine whether there is a causal connection between an employer's unfair labor practices and employees' disaffection, the Board considers the following factors:
>
> > (1) The length of time between the unfair labor practices and the withdrawal of recognition;
> >
> > (2) the nature of the illegal acts, including the possibility of their detrimental or lasting effect on employees;
> >
> > (3) any possible tendency to cause employee disaffection from the union; and
> >
> > (4) the effect of the unlawful conduct on employee morale, organizational activities, and membership in the union.

Id. at 19 (footnotes omitted); *Master Slack*, 271 NLRB 78, 84 (1984).

Coreslab's several unremedied ULPs caused the instant disaffection. Each of the *Master Slack* factors are present and strongly demonstrate "a causal connection between … [the] unfair labor practices and employees' disaffection." *United Site Services*, supra.

Regarding factor one, there was only short span between the unremedied ULPs and the disaffection petition. Bad faith bargaining, failure to provide information and unlawful statements all occurred within close proximity to the disaffection petition.

Concerning factors two through four, Coreslab's illegal acts had a lasting effect, which prompted disaffection, diminished morale, and undercut organizational activities. In a somewhat Machiavellian way, Coreslab marketed its own unfair labor practices to disenfranchise the Union and cultivate contempt. *First*, it undermined the Union, when it told employees that their raises were delayed by an audit and associated liability, which was created by its own illegal actions. (GC Exh. 15). *Second*, it undercut the Union, when Drews falsely told employees that they, "will be forfeiting the profit sharing" because of the Union, even

[24] This allegation is pled under complaint pars. 10 and 14.

though the Union's sole goal was for Coreslab to provide profit sharing in an equal and non-discriminatory way. (*Id*.). *Third*, it damaged the Union, when Drews falsely claimed that the audit was only aimed at benefiting Union members in a Unit that was 75% non-members, even though the Union's actions actually sought to benefit non-members by advancing their pension interests. (Id. ("[i]f you are not a [Union] member … [employees] will not benefit.")). *Fourth*, it fraudulently accused the Union of dishonesty, when Drews told employees, "[t]he company does not …. know where any of this money will go," even though it understood that delinquent pension monies would go back to the CPF and eventually fund pension distributions for non-members. (Id.) *Finally*, it further diminished the Union by engaging in regressive bargaining, failing to respond to their information requests, and threatening employees.

These actions prompted the extensive disaffection, which logically led to the petition to oust the Union. The clear message behind this chicanery was that employees would be vastly better off without a Union that arbitrarily impedes raises, relegates them to a pension that solely benefits members, and haphazardly tries to eliminate profit sharing. Simply said, Coreslab fraudulently caused employees to reasonably ask, "with friends like this [Union], who needs enemies?" In sum, there is a clear nexus between the ULPs and the disaffection. The withdrawal of recognition was a predictable result, and was, thus, unlawful.[25]

C. §8(a)(3) Allegations[26]

Coreslab unlawfully failed to provide profit sharing to Unit employees, who were Union members. The GC satisfied his initial *Wright Line* burden. Coreslab failed to show that it would have excluded members from profit sharing absent their protected activity.

Under *Wright Line*, 251 NLRB 1083 (1980), enfd. on other grounds 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), the GC must demonstrate by a preponderance of the evidence that protected conduct was a motivating factor in the employer's adverse action. The GC satisfies his initial burden by showing: (1) protected activity; (2) the employer's knowledge of that activity; and (3) animus. If the General Counsel meets his initial burden, the burden shifts to the employer to prove that it would have taken the adverse action, absent the employee's protected activity. See, e.g., *Mesker Door*, 357 NLRB 591, 592 (2011). The employer cannot meet its burden merely by showing that it had a legitimate reason for its action; rather, it must demonstrate that it would have taken the same action in the absence of the protected conduct. *Bruce Packing Co*., 357 NLRB 1084, 1086-1087 (2011); *Roure Bertrand Dupont, Inc.*, 271 NLRB 443, 443 (1984). If the employer's proffered reasons are pretextual, i.e., either false or not actually relied on, it fails by definition to show that it would have taken

[25] It follows that any unilateral changes made to the Unit's wages, hours and other terms and conditions of employment after withdrawal violated the Act. *AMF Bowling Co.*, 303 NLRB 167 (1991). The record shows that it minimally terminated the pension for everyone and ceased applying dues checkoff. As explained in the remedy section, it must, upon request by the Union, restore the status quo ante. The details of any other changes can be gauged during the compliance phase. Although the pension allegation is pled under complaint par. 8, the dues allegation is not. However, given that it was fully litigated and covered by the underlying charges, the complaint is hereby amended to reflect it. See *Pergament United Sales*, 296 NLRB 333, 334 (1989), enfd. 920 F.2d 130 (2d. Cir. 1990).

[26] This allegation is pled under complaint pars. 6 and 13.

the same action for those reasons regardless of the protected conduct. *Metropolitan Transportation Services*, 351 NLRB 657, 659 (2007); *Golden State Foods Corp*., 340 NLRB 382, 385 (2003).

The GC satisfied his initial burden of showing that Unit employees who were excluded from profit sharing engaged in protected activity (i.e., the policy was detrimental to Union members, and beneficial to non-members), and that Coreslab was aware of their membership (i.e., such knowledge flowed from its dues deduction and pension remittance obligations under the CBA).

The GC also established animus. *First*, it was demonstrated by Johnson's unlawful directive to not discuss the Union. *Second*, it was adduced by the several unpled anti-Union comments made by Drews at the August meeting. He blamed the audit for Coreslab's inability to offer raises, while neglecting to clarify that the audit flowed from its unlawful breach of the CBA. He also falsely labeled the Union's actions as suspect because Coreslab did not "know where any of this money will go," and then fraudulently told workers that the Union's objective was to benefit members, when its actual goal was to fund the pension for non-members. He also deceptively accused the Union of striving to eliminate profit sharing, even though its goal was to have it applied evenhandedly. These statements abundantly demonstrate animus. See, e.g., *Mammoth Coal Co*., 354 NLRB No. 83, Slip Op. at 19 fn. 27 (2009) (animus may be based on unalleged conduct and conduct that is not necessarily violative of the Act); *Stoody Co*., 312 NLRB 1175, 1182 (1993) (same); *Gencorp*, 294 NLRB 717 fn. 1 (1989) ("Board has consistently held that conduct that may not be found violative of the Act may still be used to show antiunion animus."). *Lastly*, bad faith bargaining demonstrates animus, which includes Coreslab's repudiation of the CBA's pension provisions, unilateral change in profit sharing, regressive bargaining during contract negotiations, refusal to provide information, and withdrawal of Union recognition. See, e.g., *CJC Holdings*, 320 NLRB 1041 (1996) (bad-faith tactics during negotiations demonstrate animus); *Union-Tribune Publishing Co*., 307 NLRB 25 (1992); *U.S. Marine Corp*., 293 NLRB 669, 669-671 (1989) (animus demonstrated by, inter alia, "numerous 8(a)(5) violations," including the failure to provide information and bad-faith bargaining), enfd. 944 F.2d 1305 (7th Cir. 1991), cert. denied 503 U.S. 936 (1992).

Regarding its affirmative defense, Coreslab wholly failed to show that it would have excluded Union members from profit sharing, even absent their protected activities. Simply put, it excluded Union members from profit sharing solely because of their Union affiliation; there was simply no other reason for differentiating amongst Unit employees on profit sharing.

Conclusions of Law[27]

1. Coreslab is an employer engaged in commerce within the meaning of §2(2), (6), and (7) of the Act.

2. The Union is a §2(5) labor organization.

3. At all times material herein, the Union has been the designated bargaining representative of Coreslab's employees in the following appropriate unit:

> All production and maintenance employees employed at its Tulsa, Oklahoma facility, but excluding building maintenance employees, janitorial employees, office and clerical professional employees, and supervisors as defined in the Act, as amended, and guards.

4. Coreslab violated §8(a)(1) by barring an employee from talking to the Union during non-working time in a non-working area.

5. Coreslab violated §8(a)(3) by excluding certain bargaining unit employees from the profit sharing plan because of their support for and activities on behalf of the Union.

6. Coreslab violated §8(a)(5) by:

a. Failing and refusing to provide relevant information, which responded to the Union's September 16, 2019 request.

b. Unilaterally changing established terms and conditions of employment of its employees by offering a profit sharing plan since 2011 to those members of the bargaining unit, who were not Union members, without providing the Union prior notice or an opportunity to bargain to an agreement or impasse.

c. By failing and refusing to bargain in good faith with the Union during collective bargaining over a successor agreement.

d. Withdrawing recognition from the Union as the bargaining representative of its employees at its Tulsa, Oklahoma facility on September 24, 2019.

7. Coreslab violated §8(a)(5), within the meaning of §8(d), by modifying the parties' May 1, 2015 to April 30, 2019 collective bargaining agreement without the Union's

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[27] Under pars. 6 and 13, the complaint also alleged that Coreslab's unilateral pension change violated §8(a)(3). Given that this change was found to violate §8(a)(5) and rescission and backpay has been recommended, it is unnecessary to pass on the same §8(a)(3) allegation, given that it would not materially affect the remedy. See, e.g., *Viejas Casino & Resort*, 366 NLRB No. 113, n. 1 (2018); *Alamo Rent-A-Car*, 362 NLRB 1091, 1093 n. 8 (2015); *Bryant & Stratton Business Institute*, 321 NLRB 1007, 1007 n. 4 (1996); *Martech Corp.*, 169 NLRB 479 (1968). However, the profit sharing allegation was analyzed separately as a §8(a)(3) violation because it involved a remedy beyond the restoration of the status quo ante (i.e., the §8(a)(3) remedy requires that profit sharing be newly afforded to Union members and that they be made whole, which is does not reflect the status quo ante).

consent by:

a. Failing to make required contributions to the Central Pension Fund on behalf of those bargaining unit members, who were not Union members since 2011.

b. Failing to make required contributions to the Central Pension Fund on behalf of all bargaining unit members following its withdrawal of recognition from the Union on September 24, 2019.

c. Terminating its due checkoff obligations following its withdrawal of recognition from the Union on September 24, 2019.

8. These ULPs practices affect commerce within the meaning of §2(6) and (7).

Remedy

Having found that Coreslab committed unfair labor practices, it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

Having found that it violated §8(a)(3) by withholding profit sharing from employees in the bargaining unit who were members of the Union, it shall, upon Union request, retroactively grant these profit sharing benefit to the current and former bargaining unit members who were excluded. See, e.g., *Kitsap Tenant Support Services*, 366 NLRB No. 98 (2018). This make whole remedy shall be made in accordance with *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010).

Having found that it violated §8(a)(5) by unilaterally granting profit sharing benefits to members of the Unit who were not Union members, it shall, *upon request by the Union*, rescind the unilateral change and bargain over this matter to an agreement or valid impasse.

Having found that it violated §8(a)(5) by failing to provide relevant and necessary information requested by the Union on September 16, 2019, it shall, to the extent that it has not already done so, tender the requested information to the Union.

Having found that it violated §8(a)(5) by engaging in surface, bad faith and regressive bargaining during its negotiation for a successor contract and then by withdrawing recognition from the Union, it shall recognize and upon request bargain with the Union as the exclusive collective-bargaining representative of its production and maintenance employees employed its Tulsa, Oklahoma facility *for a period of not less than six months*. It shall also, if an understanding is reached, sign an agreement concerning the bargaining unit's terms and conditions of employment. It shall also, *upon request by the Union*, rescind any unilateral changes in wages, benefits, and conditions of employment implemented since its withdrawal of recognition on September 24, 2019. *Nothing in this Order, however, shall be construed to require the Respondent to withdraw any benefit previously granted unless*

requested by the Union. See *Taft Broadcasting Co.*, 264 NLRB 185 fn. 6 (1982).

An affirmative bargaining order is warranted herein. The Board has previously held that an affirmative bargaining order is "the traditional, appropriate remedy for an 8(a)(5) refusal to bargain with the lawful collective-bargaining representative of an appropriate unit of employees." *Caterair International*, 322 NLRB 64, 68 (1996). In several cases, however, the United States Court of Appeals for the District of Columbia Circuit has required that the Board justify, on the facts of each case, the imposition of such an order. See, e.g., *Vincent Industrial Plastics, Inc. v. NLRB*, 209 F.3d 727, 738-739 (D.C. Cir. 2000); *Lee Lumber & Building Material Corp*., 117 F.3d 1454, 1461-1462 (D.C. Cir. 1997). In *Vincent*, supra, the court summarized its requirement that an affirmative bargaining order "must be justified by a reasoned analysis that includes an explicit balancing of three considerations: (1) the employees' [Section] 7 rights; (2) whether other purposes of the Act override the rights of employees to choose their bargaining representatives; and (3) whether alternative remedies are adequate to remedy the violations of the Act." *Id*. at 738.

An affirmative bargaining order is warranted in this case for the following reasons. *First*, it will vindicate the §7 rights of Unit employees who have been denied the benefits of collective bargaining since September 24, 2019. It is only by restoring the status quo and requiring Coreslab to bargain with the Union for a reasonable period of time, i.e., six months, employees will be able to fairly assess the effectiveness of the Union in an atmosphere free of unlawful conduct. *Second*, it also serves the policies of the Act by fostering meaningful collective bargaining and industrial peace. It removes Coreslab's incentive to delay bargaining and further erode Union support. It similarly lessens the chance that the Union might be pressured to quickly capitulate at the bargaining table in order stave off a prompt decertification petition or avoid a renewed effort to withdraw recognition. *Finally*, a cease and desist order without a temporary decertification bar might prove inadequate to remedy Coreslab's withdrawal of recognition and refusal to bargain. Moreover, it would permit another challenge to the Union's majority status before the taint of Coreslab's previous unlawful withdrawal of recognition has dissipated. Allowing another challenge to the Union's majority status without a reasonable period for bargaining would be unjust, inasmuch as the Union needs some time to reestablish its relationship with bargaining unit employees, who have already been without the benefits of union representation for almost a year and half. Permitting another decertification petition will likely allow Coreslab to profit from its unlawful conduct. In sum, these circumstances outweigh the temporary impact the affirmative bargaining order will have on the rights of bargaining unit employees, who may still continue to oppose Union representation.

Having found that it violated §8(a)(5), within the meaning of §8(d), by failing to make contractually-required payments to the Central Pension Fund since 2011 for Unit employees who were not Union members in accordance with the May 1, 2015 to April 30, 2019 collective bargaining agreement and by subsequently failing to make such payments on behalf of all Unit members since its withdrawal of recognition, it shall make such current and former bargaining Unit employees whole by making all payments that have not been made and that would have been made but for its unlawful failure to make them, including any additional amounts applicable to such delinquent payments as determined in accordance with the criteria set forth in *Merryweather Optical Co*., 240 NLRB 1213 (1979). In addition, it shall reimburse such Unit

employees for any expenses ensuing from its failure to make such required payments, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891 fn. 2 (1980), enfd. 661 F.2d 940 (9th Cir.1981), such amounts to be computed in the manner set forth in *Ogle Protection Service*, 183 NLRB 682 (1970), with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987) compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010).

To the extent that an employee has made personal contributions to the Central Pension Fund, which were accepted by the fund in lieu of Coreslab's contributions, Coreslab will reimburse those employees. The amount of such reimbursement, however, will constitute a setoff to the amount that Coreslab otherwise owes the fund.

It shall also reimburse the Union, with interest, for any dues it was required to withhold and transmit to it under the May 1, 2015 to April 30, 2019 collective bargaining agreement following its withdrawal of recognition. Such sums shall be calculated in the manner set forth in *Ogle Protection Service*, supra. Interest on all such sums shall be computed as prescribed in accordance with *New Horizons for the Retarded*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010).

It shall also a notice to all employees in accordance with *J. Picini Flooring*, 356 NLRB No. 9 (2010). Furthermore, it shall compensate affected current and former bargaining unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director a report allocating the backpay awards to the appropriate calendar years for each employee. *AdvoServ of New Jersey, Inc*., 363 NLRB No. 143 (2016).

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended[28]

ORDER[29]

Coreslab Structures (Tulsa) Inc., its officers, agents, successors, and assigns, shall

1. Cease and desist from

a. Barring employees from talking to the Union during non-working time in non-working areas.

b. Discriminatorily excluding employees in the bargaining unit from profit sharing since 2011 because of their support for, activities on behalf of, and membership in, the Union.

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[28] If no exceptions are filed as provided by §102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in §102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[29] The GC's *Motion to Correct Transcript and Exhibits* dated December 30, 2020 is GRANTED.

c. Withdrawing recognition from the Union and failing and refusing to bargain with it in good faith as the collective bargaining representative of its employees in the following appropriate unit:

5 All production and maintenance employees employed at its Tulsa, Oklahoma facility, but excluding building maintenance employees, janitorial employees, office and clerical professional employees, and supervisors as defined in the Act, as amended, and guards.

d. Failing and refusing to bargain collectively with the Union in the Unit
10 described above by not providing it with relevant information in reply to its September 16, 2019 request.

e. Failing and refusing to bargain with the Union in the Unit described above by failing and refusing to make contractually required payments since 2011 to the Central
15 Pension Fund on behalf of Unit employees who were not Union members.

f. Failing and refusing to bargain with the Union in the Unit described above by changing established terms and conditions of employment of its employees by providing a profit sharing plan since 2011 to only those members of the bargaining unit who
20 were not Union members, without affording the Union prior notice or an opportunity to bargain to an agreement or impasse.

g. Failing and refusing to bargain with the Union in the Unit described above by failing and refusing to make contractually required payments to the Central Pension
25 Fund on behalf of all Unit employees since its September 24, 2019 withdrawal of recognition.

h. Failing and refusing to bargain with the Union in the Unit described above by failing and refusing to make contractually required dues checkoff payments to the Union since its September 24, 2019 withdrawal of recognition.
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i. In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed by §7 of the Act.

2. Take the following affirmative action necessary to effectuate the Act's policies
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a. Retroactively restore annual profit sharing benefits to those current and former bargaining unit members who were excluded because of their support for, activities on behalf of, and membership in the Union.

40 b. Make whole current and former Unit employees who were discriminatorily excluded from profit sharing because of their support for, activities on behalf of, and membership in the Union in the manner set forth in the remedy section above.

c. Furnish to the Union in a timely manner the relevant information sought
45 by it its September 16, 2019 information request to the extent that this has not already been done.

d. Recognize and, upon request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the Unit described above and, if an understanding is reached, embody the understanding in a signed agreement.

e. Upon request by the Union, rescind any changes in its Unit employees' terms and conditions of employment that were unilaterally implemented since it withdrew recognition on September 24, 2019, including its failure to make contractually required payments to the Central Pension Fund on behalf of all Unit employees and tender dues checkoff payments to the Union, and make these contractually required payments.

f. Upon request by the Union, rescind its unilateral grant of profit sharing benefits to members of the Unit who were not Union members and, thereafter, bargain to an agreement or valid impasse on this matter.

g. Make whole current and former Unit employees, who were not Union members, by making delinquent payments to the Central Fund on their behalf and by reimbursing them for any expenses ensuing from its unlawful refusal to make such payments, in the manner set forth in the remedy section above.

h. Compensate affected current and former Unit employees for the adverse tax consequences, if any, of receiving a lumpsum award associated with its withholding of profit sharing because of their Union membership, and file with the Regional Director for Region 14, within 21 days of the date the amount of profit sharing liability is fixed, either by agreement or Board order, a report allocating the profit sharing award to the appropriate calendar year.

i. Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of the Board's order.

j. Within 14 days after service by the Region, post at its Tulsa, Oklahoma facility and other facilities where the unit performs work copies of the attached notice marked "Appendix."[30] Copies of the notice, on forms provided by the Regional Director for Region 14, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure

[30] If this Order is enforced by a judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since March 17, 2019.

k. Within 21 days after service by the Region, file with the Regional Director for Region 14 a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

Dated Washington, D.C., February 11, 2021

Robert A. Ringler
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT prohibit our employees from talking to the Union during non-working time in our non-working areas.

WE WILL NOT discriminatorily refuse to provide profit sharing benefits to employees represented by the Union because they joined the Union or otherwise support it or any other union.

WE WILL NOT withdraw recognition from the Union and fail and refuse to bargain with it as the collective bargaining representative of our in the following appropriate unit:

> All production and maintenance employees employed by us at our Tulsa, Oklahoma facility, but excluding building maintenance employees, janitorial employees, office and clerical professional employees, and supervisors as defined in the Act, as amended, and guards.

WE WILL NOT fail and refuse to bargain collectively with the Union in the Unit described above by not providing it with information in response to its September 16, 2019 request, which is relevant and necessary to its performance of its functions as your collective-bargaining representative regarding wages, hours, and other terms and conditions of employment.

WE WILL NOT fail and refuse to bargain with the Union in the Unit described above by failing and refusing to make contractually required payments to the Central Pension Fund on behalf of our Unit employees who are not members of the Union.

WE WILL NOT fail and refuse to bargain with the Union in the Unit described above by unilaterally providing profit sharing to only those members of the bargaining unit, who were not Union members, without first affording the Union prior notice or an opportunity to bargain to an agreement or impasse over this matter.

WE WILL NOT fail and refuse to bargain with the Union in the Unit described above by failing and refusing to make contractually required payments to the Central Pension Fund on behalf of all Unit employees since our unlawful September 24, 2019 withdrawal of recognition.

WE WILL NOT fail and refuse to bargain with the Union in the Unit described above by failing and refusing to make contractually required dues checkoff payments to the Union since our unlawful September 24, 2019 withdrawal of recognition.

WE WILL NOT in any like or related manner interfere with, restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL retroactively restore the annual profit sharing benefit to those current and former employees in the bargaining unit described above who were excluded because of their support for, activities on behalf of, and membership in the Union.

WE WILL make whole current and former Unit employees who were discriminatorily excluded from profit sharing because of their support for, activities on behalf of, and membership in the Union.

WE WILL furnish to the Union in a timely manner the information requested by it in its September 16, 2019 request to the extent that this has not already been done.

WE WILL recognize and, upon request, bargain in good faith with the Union as the exclusive collective-bargaining representative of the employees in the Unit described above and, if an understanding is reached, embody the understanding in a signed agreement.

WE WILL upon request by the Union, rescind any changes in your terms and conditions of employment that were unilaterally implemented since we withdrew recognition on September 24, 2019, including our failure to make contractually required payments to the Central Pension Fund on behalf of all employees in the Unit described and tender dues checkoff payments to the Union.

WE WILL upon request by the Union, rescind our unilateral grant of profit sharing benefits to members of the Unit who were not Union members and, thereafter, bargain to an agreement or valid impasse on this matter.

WE WILL make whole current and former Unit employees by making delinquent payments to the Central Pension Fund and by reimbursing them for any expenses ensuing from our unlawful refusal to make such payments.

WE WILL remit union dues to the Union pursuant to the terms of the collective-bargaining agreement.

WE WILL compensate affected current and former employees in the Unit described above for the adverse tax consequences, if any, of receiving a lumpsum award associated with our

withholding of profit sharing, and file with the Regional Director for Region 14 a report allocating the profit sharing award to the appropriate calendar year.

CORESLAB STRUCTURES (TULSA) INC.
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

224 South Boulder Avenue Room 322, Tulsa, OK 74103-3027
(918) 581-7951, Hours: 8;15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/14-CA-248354 by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (918) 581-7951.