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**VIA E-MAIL AND U.S. MAIL**

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March 9, 2010

Chris Robinson  
Vice President, Operations  
Rio Tinto Minerals  
14486 Borax Road  
Boron, CA 93516

Dear Mr. Robison:

ILWU, Local 30 ("Local 30" or the "Union") has asked us to respond to your letter of March 5, 2010, to Local 30 President David Liebengood addressing the unlawful lockout the Company imposed on Local 30 and its members.

We are not surprised that the Company finally admitted that five of its harsh bargaining demands forced on Local 30 were non-mandatory bargaining topics, confirming Local 30's position that the Company violated federal labor law by locking out 550 Local 30 members to impose those unlawful demands. But the company's recent shift in position does not show a good faith effort to reach agreement; it shows the opposite. Until last Friday, throughout nearly five weeks of its lockout, the company defiantly declared to the Union, the membership, the media and even the National Labor Relations Board Region 31 that the Company's Lockout Ultimatum remained unchanged with the permissive and illegal provisions fully in place. Indeed, it was only after the Union filed an unfair labor practice charge challenging the unlawful lockout and the NLRB started its investigation, that the Company removed its non-mandatory bargaining demands. Thus, it would appear that the Company's March 5 letter is not a good faith effort to facilitate bargaining, but rather is a dishonest ploy to mask the Company's unlawful conduct.

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Had the company withdrawn these permissive and unlawful demands on January 29, we might have reached an agreement prior to the Company's unlawful lockout of January 31, 2010. Now there is an even bigger roadblock to meaningful bargaining over the remaining topics: the Company's five-week lockout of 550 Local 30 members. While withdrawal of these non-mandatory subjects is better late than never, the Company cannot cure its unlawful conduct, or bargain in good faith with Local 30, until it reinstates the locked out employees and pays them back pay and benefits for the period of the lockout. The NLRB has repeatedly ruled that a lockout that is unlawful when started, remains so until the lockout ends and the employees are made whole, including back pay. *Movers & Warehousemen's Ass'n*, 224 NLRB 356 (1976).

We demand the Company immediately reinstate the locked out employees and make them whole, including back pay and benefits for the weeks since the lockout. Let us know in writing whether the Company is willing to take these steps. While other unfair labor practices remain unremedied, Local 30 is eager to return to the bargaining table if the Company is willing to take these steps toward bargaining in good faith.

Sincerely,

Bush Gottlieb Singer López  
Kohanski Adelstein & Dickinson  
A Law Corporation



Daniel Bush

DB/jp

cc: Dave Liebengood (via e-mail)