IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
ACCURIDE CORPORATION, *et al.*,[1]	Case No. 09-13449 (BLS)
	(Jointly Administered)
Debtors.	**Hearing Date: November 23, 2009 at 3:00 p.m. (ET)** **Objection Deadline: November 16, 2009 at 4:00 p.m. (ET)**

DEBTORS' MOTION PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 9019, FOR AN ORDER AUTHORIZING THE DEBTORS TO ENTER INTO A SETTLEMENT AGREEMENT WITH INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA AND ITS LOCAL 718

The above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**"), hereby move this Court (the "**Motion**") for entry of an order (the "**Order**"), in substantially the form attached hereto as Exhibit A, authorizing and approving a settlement agreement between the Debtors and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local 718 (the "**Union**"). In support of this Motion, the Debtors respectfully state as follows:

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are Accuride Corporation, a Delaware corporation (9077); Accuride Cuyahoga Falls, Inc., a Delaware corporation (9556); Accuride Distributing, LLC, a Delaware limited liability company (3124); Accuride EMI, LLC, a Delaware limited liability company (N/A); Accuride Erie L.P., a Delaware limited partnership (4862); Accuride Henderson Limited Liability Company, a Delaware limited liability company (8596); AKW General Partner L.L.C., a Delaware limited liability company (4861); AOT Inc., a Delaware corporation (3088); Bostrom Holdings, Inc., a Delaware corporation (9282); Bostrom Seating, Inc., a Delaware corporation (7179); Bostrom Specialty Seating, Inc., a Delaware corporation (4182); Brillion Iron Works, Inc., a Delaware corporation (6942); Erie Land Holding, Inc., a Delaware corporation (8018); Fabco Automotive Corporation, a Delaware corporation (9802); Gunite Corporation, a Delaware corporation (9803); Imperial Group Holding Corp. -1, a Delaware corporation (4007); Imperial Group Holding Corp. -2, a Delaware corporation (4009); Imperial Group, L.P., a Delaware limited partnership (4012); JAII Management Company, a Delaware corporation (N/A); Transportation Technologies Industries, Inc., a Delaware corporation (2791); and Truck Components Inc., a Delaware corporation (5407). The mailing address for Accuride Corporation is 7140 Office Circle, Evansville, Indiana 47715.

Jurisdiction

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of this proceeding and this Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

2. The statutory bases for the relief requested herein are Sections 105(a) and 363 of title 11 of the United States Code, as amended (the "**Bankruptcy Code**") and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

Background

3. On October 8, 2009 (the "**Petition Date**"), each of the Debtors filed a petition with the Court under chapter 11 of the Bankruptcy Code (collectively, the "**Chapter 11 Cases**"). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to Bankruptcy Code §§ 1107(a) and 1108. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases. On October 9, 2009 the Court entered an order jointly administering these cases pursuant to Bankruptcy Rule 1015(b). On October 21, 2009, the United States Trustee appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the "**Committee**").

4. A description of the Debtors' business, the reasons for commencing these Chapter 11 Cases, and the relief sought from the Court to allow for a smooth transition into chapter 11 (including the facts and circumstances supporting this Motion) are set forth in the Declaration of James H. Woodward, Jr. in Support of Chapter 11 Petitions and First Day Motions (the "**First Day Declaration**") filed on October 8, 2009.

5. Gunite Corporation manufactures and sells iron castings at its facilities in Rockford, Illinois. For the last fifty (50) years, the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America ("**International**") and its Local Union No. 718 have been the collective bargaining representative of the employees of Gunite Corporation in Rockford. Gunite Corporation was acquired by Accuride Corporation in 2005.

6. In October 2007, Gunite Corporation and the Union began negotiations for a successor agreement to the collective bargaining act that would expire on November 17, 2007. Employees were locked out on November 18, 2008 and negotiations continued through March 2008. On March 10, 2008, the Union filed an initial charge with the National Labor Relations Board regarding the actions of Gunite Corporation during the negotiations. This charge became NLRB Case No. 33-CA-15554. A new collective bargaining agreement was signed with Local 718 on March 14, 2008. The lockout ended on March 17, 2008.

7. Prior to the Petition Date, on March 25, 2009, the Union filed an amended complaint (the "Complaint"), attached hereto as Exhibit C, with the National Labor Relations Board ("**NLRB**") in NLRB Case 33-CA-15554. The Complaint alleged that Gunite Corporation had violated the National Labor Relations Act by (i) illegally locking out the Debtors' employees on March 12, 2008, (ii) signing a collective-bargaining agreement with Local 718 despite the fact that Local 718 was not the exclusive collective bargaining representative of the employees, and (iii) failing to recognize and bargain with the International. Exhibit C at 3-4. The Debtors filed an answer to the amended complaint on April 7, 2009, attached hereto as Exhibit D .

8. The case was tried before Administrative Law Judge George Carson II on June 9-10, 2009. Exhibit E at 1. On August 20, 2009, Administrative Law Judge Carson entered an order in the matter (the "**ALJ Order**"), attached hereto as Exhibit E, finding that the Debtors had violated the National Labor Relations Act as alleged in the Complaint. Exhibit E at 1. The ALJ Order, in part, required the Debtors to bargain collectively in good faith with the Union, to embody any understanding reached between the Debtors and the Union in an agreement, and to make whole all employees for any loss of earnings or other benefits suffered as a result of the lockout that occurred on March 12, 2008. Exhibit E at 12-13.

9. The Union and the Debtors engaged in bargaining during October 2009, and on October 6, 2009, the Union and the Debtors reached an agreement resolving all issues and matters relating to NLRB Case 33-CA-15554. The agreement reached between the Debtors and the Union on October 6, 2009, is set forth on a Memorandum of Understanding, attached hereto as Exhibit F, and a Summary of October 2009 Bargaining, attached hereto as Exhibit G. The Summary of October 2009 Bargaining includes a list of agreed upon changes to the collective bargaining agreement that governs the interactions between the Debtors and members of the Union. Exhibit G at 1-5.

10. The settlement agreement between the Debtors and the Union (the "**Settlement Agreement**"), attached hereto as Exhibit B, finalizes the agreements between the Debtors and the Union as detailed in the Memorandum of Understanding and Summary of October 2009 Bargaining. The Memorandum of Understanding and Summary of October 2009 Bargaining are incorporated into the Settlement Agreement. Exhibit B at 1.

11. As part of the Settlement Agreement, the International has informed the NLRB that the parties have finally and conclusively settled Case No. 33-CA-15554, and requested the withdrawal of the unfair labor practice charge that is the subject of Case No. 33-CA-15554.

Relief Requested

12. By this Motion, the Debtors seek entry of an order approving the terms of the Settlement Agreement pursuant to Bankruptcy Rule 9019(a) and Sections 105(a) and 363(b) of the Bankruptcy Code. The salient terms of the Settlement Agreement are:[2]

A. Subject to the approval of the Court, Gunite Corporation will pay gross back-pay to employees as set forth in Exhibit B to the Settlement Agreement. The Debtors and the Union have agreed that the accurate and appropriate back-pay figure is $76,141.24. Taxes and other required withholdings will be deducted from the gross back-pay amounts, as required by law. The back-pay will be paid to employees as soon as practicable following the Court's approval of the Settlement Agreement.

B. The parties will inform the National Labor Relations Board that they have finally and conclusively settled Case No. 33-CA-15554, and the Union will request the withdrawal of the unfair labor practice charge (i.e., the original charge and any amended charges) that is the subject of NLRB Case No. 33-CA-15554.

C. The Settlement Agreement does not constitute an admission of the Debtors of any violation of the National Labor Relations Act. The Debtors deny any violation of the Act, and the Union does not concede that Gunite did not violate the Act.

[2] To the extent any summaries and/or descriptions of the relationships of the parties and the terms of the Settlement Agreement contained in the Motion differ in any way from that contained in the Settlement Agreement, the Settlement Agreement shall govern.

Basis for Relief

The Settlement Agreement is Fair, Reasonable, and in the Best Interests of the Debtors' Estates, Satisfying the Requirements of Bankruptcy Rule 9019

13. Bankruptcy Rule 9019(a) provides, in relevant part, that "[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement." Fed. R. Bankr. P 9019(a). Compromises and settlement are "a normal part of the process of reorganization." Protective Comm. for Indep. Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424 (1968) (quoting Case v. Los Angeles Lumber Prods. Co., 308 U.S. 106, 130 (1939)). The settlement of time-consuming and burdensome litigation, especially in the bankruptcy context, is encouraged and "generally favored in bankruptcy." In re World Health Alternatives, Inc., 344 B.R. 291, 296 (Bankr. D. Del. 2006); see also In re Penn Central Transportation Co., 596 F.2d 1102 (3d Cir. 1979).

14. The decision to approve a settlement "is within the discretion of the bankruptcy court." In re World Health Alternatives, Inc., 344 B.R. at 296; see also In re Neshaminy Office Building Associates, 62 B.R. 798, 803 (E.D. Pa. 1986), cited with approval in Meyers v. Martin (In re Martin), 91 F.3d 389 (3d Cir. 1996). Yet, the bankruptcy court should not substitute its judgment for that of the debtor. See In re Neshaminy Office Building Associates, 62 B.R. at 803. The court is not to decide the numerous questions of law or fact raised by litigation, but rather should canvass the issues to see whether the settlement falls below the lowest point in the range of reasonableness. See In re W.T. Grant and Co., 699 F.2d 599, 608 (2d Cir. 1983), cert. denied, 464 U.S. 22 (1983); see also In re World Health Alternatives, Inc., 344 B.R. at 296 (stating that "the court does not have to be convinced that the settlement is the best possible

compromise. Rather, the court must conclude that the settlement is within the reasonable range of litigation possibilities.") (internal citations and quotations omitted).

15. The Third Circuit Court of Appeals has enumerated four factors that should be considered in determining whether a settlement should be approved. The four enumerated factors are: "(1) the probability of success in litigation; (2) the likely difficulties in collection; (3) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (4) the paramount interest of the creditors." Meyers v. Martin (In re Martin), 91 F.3d 389, 393 (3d Cir. 1996); accord Will v. Northwestern Univ. (In re Nutraquest, Inc.), 434 F.3d 639, 644 (3d Cir. 2006) (finding that the Martin factors are useful when analyzing a settlement of a claim against the debtor as well as a claim belonging to the debtor).

A. The Probability Of Success In Litigation

16. Absent the Settlement Agreement, the unfair labor practice charge would have to be litigated with no assurance of a favorable outcome for the Debtors. The resolution of the dispute with the Union under the terms and conditions of the Settlement Agreement is a favorable outcome for the Debtors and their estates, because it will save the Debtors significant time and expense in any attendant litigation and protect the Debtors from the risk of an unfavorable outcome regarding the unfair labor practice charge. Accordingly, the Debtors submit that resolution of this issue pursuant to the Settlement Agreement meets the first factor of the Martin test.

B. The Complexity Of The Litigation Involved, And The Expense, Inconvenience And Delay Necessarily Attending It

17. The Settlement Agreement satisfies the second factor in Martin's four-factor test as failure to achieve a consensual resolution threatens to add an inconvenience and expense to these cases—effects which will be borne by the Debtors' estate and creditors

18. Unfair labor practice proceedings such as the claim at issue are generally held to be excepted from the automatic stay. See NLRB v. E.D.P. Med. Computer Sys. Inc., 6 F.3d 951, 957 (2d Cir. 1993). Accordingly, the NLRB may prosecute an unfair labor practice case, proceed to a final decision, and liquidate the back-pay amount, as long as it does not seek collection outside the bankruptcy court. See Penn Terra Ltd. v. Dept. of Env. Resources, 733 F.2d 267, 275 (3d Cir. 1984). Litigating this dispute to its conclusion would divert the attention of the Debtors' professionals from the reorganization at hand. The litigation would be complex, time-consuming and expensive. For example, each employee's back-pay amount would have to be independently litigated on the specific facts relevant to that employee's situation. The continuation of the litigation could also result in damaging relationships between the Company and the Union members at the Rockford facility. Accordingly, this factor weighs in favor of approving the Settlement Agreement.

C. The Paramount Interest Of Creditors

19. The Settlement Agreement serves the paramount interest of the Debtors' creditors. The Settlement Agreement resolves the pending claim of the Union against the Debtors and will allow the Debtors to avoid expending additional estate funds litigating the issue. This resolution will reduce the burden and administrative expense on the estate and will

allow the Debtors' professionals to focus on confirming a plan of reorganization. Moreover, a consensual resolution allows the Debtors to maintain a good relationship with the Union, which in turn, benefits the Debtors and their creditors. Accordingly, the third Martin factor is met.

D. The Likely Difficulties In Collection

20. Finally, the Debtors respectfully submit that the fourth factor enunciated by the Third Circuit in Martin is not relevant in the instant case as the Debtors are the defendant in the matter and do not have any counterclaims against the Union.

E. Summary

21. The settlement embodied in the Settlement Agreement: (i) is fair and equitable; (ii) represents a settlement that is in the reasonable range of potential litigation outcomes; and (iii) obviates the expense, delay, inconvenience and uncertainty that would attend any litigation of such an issue. Therefore, the Settlement Agreement satisfies Bankruptcy Rule 9019 and should be approved by the Court.

22. Additionally, to the extent that Section 363 of the Bankruptcy Code is implicated in connection with the settlement embodied in the Settlement Agreement, the Debtors seek authority thereunder to approve and effectuate the Settlement Agreement. The Debtors submit that the terms of the Settlement Agreement have a sound business purpose and represent the exercise of their sound business judgment and, accordingly, any actions required to effectuate the terms of the Settlement Agreement should be authorized and approved pursuant to Section 363(b). See In re Lionel Corp., 722 F. 2d 1063, 1071 (2d Cir. 1983) ("The rule we adopt requires that a judge determining a 363(b) application expressly find from the evidence

presented before him a good business reason to grant the application."); In re Delaware Hudson Ry. Co., 124 B.R. 169, 179 (Bankr. Del. 1991). The foregoing reasons also establish that "cause" exists for the court to modify the automatic stay, to the extent that it applies, pursuant to Section 362(d)(1), to effectuate the terms of the Settlement Agreement. See 11 U.S.C. § 362(d)(1) ("[T]he court shall grant relief from the stay provided under subsection (a) of this section . . . for cause[.]"). Finally, authorizing the Debtors to enter into and effectuate the terms of the Settlement Agreement is well within the equitable powers of this court. See 11 U.S.C. § 105(1) ("The court may issue any order, process, or judgment that is necessary to carry out the provisions of [the Bankruptcy Code]."); See also Chinichian v. Campolongo (In re Chinichian), 784 F.2d 1440, 1443 (9th Cir. 1986) ("Section 105 sets out the power of the bankruptcy court to fashion orders as necessary pursuant to the purposes of the Bankruptcy Code."); In re Cooper Props. Liquidating Trust, Inc., 61 B.R. 531, 537 (Bankr. W.D. Tenn. 1986) (noting that bankruptcy court is "one of equity and as such it has a duty to protect whatever equities a debtor may have in property for the benefit of its creditors as long as that protection is implemented in a manner consistent with the bankruptcy laws.").

Notice

23. No trustee or examiner has been appointed in the Chapter 11 Cases. The Debtors have provided notice of this Motion to: (a) the United States Trustee for the District of Delaware; (b) counsel to the Committee; (c) counsel to administrative agent under the prepetition secured loan facility; (d) counsel to the ad hoc committee for the holders of 8.5% senior subordinated notes due February 1, 2015; (e) counsel to the debtor in possession lenders; (f) the creditors

listed on the Debtors' consolidated list of 30 largest unsecured creditors, as filed with the Debtors' chapter 11 petitions; (g) the Internal Revenue Service; (h) the Securities and Exchange Commission; and (i) those parties requesting notice pursuant to Bankruptcy Rule 2002.

24. A copy of the Motion is available on the Court's website: www.deb.uscourts.gov. Additional copies of the Motion are available on the website of the Debtors' claims, noticing, soliciting and balloting agent, Garden City Group, at www.accurideinfo.com or can be requested by calling 888-478-2068.

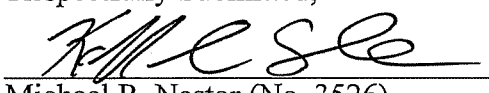
No Prior Request

25. No prior motion for the relief requested herein has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request that this Court enter the Order, substantially in the form attached hereto as Exhibit A, (a) approving the Settlement Agreement, (ii) authorizing the Debtors to effectuate the settlement embodied therein and (iii) granting such other and further relief as the Court deems appropriate.

Dated: November 3, 2009
Wilmington, Delaware

Respectfully Submitted,



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ATTORNEYS FOR DEBTORS AND DEBTORS-IN-POSSESSION

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
ACCURIDE CORPORATION, *et al.*,[1]	Case No. 09-13449 (BLS)
	Jointly Administered
Debtors.	**Hearing Date: November 23, 2009 at 3:00 p.m. (ET)** **Objection Deadline: November 16, 2009 at 4:00 p.m. (ET)**

NOTICE OF MOTION

TO: (A) THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (B) COUNSEL TO ADMINISTRATIVE AGENT UNDER THE PREPETITION SECURED LOAN FACILITY; (C) COUNSEL TO THE AD HOC COMMITTEE FOR THE HOLDERS OF 8.5% SENIOR SUBORDINATED NOTES DUE FEBRUARY 1, 2015; (D) COUNSEL TO THE PROPOSED DEBTOR IN POSSESSION LENDERS; (E) COUNSEL TO THE COMMITTEE OF UNSECURED CREDITORS; (F) THE INTERNAL REVENUE SERVICE; (G) THE SECURITIES AND EXCHANGE COMMISSION; (H) THE CREDITORS' COMMITTEE; AND (I) ALL PARTIES REQUESTING NOTICE PURSUANT TO BANKRUPTCY RULE 2002

PLEASE TAKE NOTICE that the debtors and debtors in possession in the above-captioned cases (collectively, the "**Debtors**") have filed the attached **DEBTORS' MOTION PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULE 9019, FOR AN ORDER AUTHORIZING THE DEBTORS TO ENTER INTO A SETTLEMENT AGREEMENT WITH INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA AND ITS LOCAL 718** (the "**Motion**") with the United States Bankruptcy Court for the District of Delaware.

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[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Accuride Corporation, a Delaware corporation (9077); Accuride Cuyahoga Falls, Inc., a Delaware corporation (9556); Accuride Distributing, LLC, a Delaware limited liability company (3124); Accuride EMI, LLC, a Delaware limited liability company (N/A); Accuride Erie L.P., a Delaware limited partnership (4862); Accuride Henderson Limited Liability Company, a Delaware limited liability company (8596); AKW General Partner L.L.C., a Delaware limited liability company (4861); AOT Inc., a Delaware corporation (3088); Bostrom Holdings, Inc., a Delaware corporation (9282); Bostrom Seating, Inc., a Delaware corporation (7179); Bostrom Specialty Seating, Inc., a Delaware corporation (4182); Brillion Iron Works, Inc., a Delaware corporation (6942); Erie Land Holding, Inc., a Delaware corporation (8018); Fabco Automotive Corporation, a Delaware corporation (9802); Gunite Corporation, a Delaware corporation (9803); Imperial Group Holding Corp. -1, a Delaware corporation (4007); Imperial Group Holding Corp. -2, a Delaware corporation (4009); Imperial Group, L.P., a Delaware limited partnership (4012); JAII Management Company, a Delaware corporation (N/A); Transportation Technologies Industries, Inc., a Delaware corporation (2791); and Truck Components Inc., a Delaware corporation (5407). The mailing address for Accuride Corporation is 7140 Office Circle, Evansville, Indiana 47715.

PLEASE TAKE FURTHER NOTICE that responses to the Motion, if any, are required to be filed on or before **4:00 p.m. (ET) on November 16, 2009** (the "**Objection Deadline**") with the United States Bankruptcy Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must also serve a copy of the response upon the Debtors' undersigned proposed counsel so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE MOTION WILL BE HELD ON **NOVEMBER 23, 2009 AT 3:00 P.M. (ET)** BEFORE THE HONORABLE BRENDAN L. SHANNON, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 6TH FLOOR, COURTROOM NO. 1, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THIS COURT MAY GRANT THE RELIEF REQUESTED BY THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: November 3, 2009
Wilmington, Delaware

Respectfully Submitted,

Michael R. Nestor (No. 3526)
Kara Hammond Coyle (No. 4410)
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PROPOSED ATTORNEYS FOR DEBTORS
AND DEBTORS-IN-POSSESSION

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
ACCURIDE CORPORATION, *et al.*,[1]	Case No. 09-13449 (BLS)
	Jointly Administered
Debtors.	**Related Document No. ____**

ORDER PURSUANT TO 11 U.S.C. §§ 105(a) AND 363(b) AND FEDERAL BANKRUPTCY RULE 9019(a) AUTHORIZING THE DEBTORS TO ENTER INTO A SETTLEMENT AGREEMENT WITH INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA AND ITS LOCAL 718

Upon consideration of the motion (the "**Motion**")[2] the above-captioned debtors and debtors in possession in these chapter 11 cases (each a "**Debtor**," and collectively, the "**Debtors**"), seeking entry of an order pursuant to Sections 105(a) and 363(b) of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et. seq.* (the "**Bankruptcy Code**"), and Rule 9019(a) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), to enter that Settlement Agreement by and between the Debtors and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local 718 (the "**Union**"), and the Court

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Accuride Corporation, a Delaware corporation (9077); Accuride Cuyahoga Falls, Inc., a Delaware corporation (9556); Accuride Distributing, LLC, a Delaware limited liability company (3124); Accuride EMI, LLC, a Delaware limited liability company (N/A); Accuride Erie L.P., a Delaware limited partnership (4862); Accuride Henderson Limited Liability Company, a Delaware limited liability company (8596); AKW General Partner L.L.C., a Delaware limited liability company (4861); AOT Inc., a Delaware corporation (3088); Bostrom Holdings, Inc., a Delaware corporation (9282); Bostrom Seating, Inc., a Delaware corporation (7179); Bostrom Specialty Seating, Inc., a Delaware corporation (4182); Brillion Iron Works, Inc., a Delaware corporation (6942); Erie Land Holding, Inc., a Delaware corporation (8018); Fabco Automotive Corporation, a Delaware corporation (9802); Gunite Corporation, a Delaware corporation (9803); Imperial Group Holding Corp. -1, a Delaware corporation (4007); Imperial Group Holding Corp. -2, a Delaware corporation (4009); Imperial Group, L.P., a Delaware limited partnership (4012); JAII Management Company, a Delaware corporation (N/A); Transportation Technologies Industries, Inc., a Delaware corporation (2791); and Truck Components Inc., a Delaware corporation (5407). The mailing address for Accuride Corporation is 7140 Office Circle, Evansville, Indiana 47715.

[2] Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Motion.

being satisfied based on the representations made in the Motion and the Settlement Agreement; and it appearing that the Settlement Agreement and the relief requested in the Motion are in the best interests of the Debtors, their creditors and estates; and it appearing that proper and adequate notice has been given and that no other or further notice is required; and upon the record herein; and after due deliberation thereon; and sufficient cause appearing therefore; it is hereby ORDERED that:

1. The Motion is GRANTED; and it is further

2. ORDERED, that the Settlement Agreement, attached as Exhibit B to the Motion, is approved pursuant to Sections 105 and 363(b) of the Bankruptcy Code and Bankruptcy Rule 9019(a); and it is further

3. ORDERED that the automatic stay in these chapter 11 cases is hereby modified to the extent necessary to permit the implementation of the terms of the Settlement Agreement; and it is further

4. ORDERED that this Order and the Settlement Agreement shall be binding upon the Debtors and Union, any trustees appointed in these proceedings, any trustees appointed in any subsequent proceedings under the Bankruptcy Code relating to the Debtors, and all other parties-in-interest; and it is further

5. ORDERED that nothing in the Motion or the requested relief (including any actions taken or payments made by the Debtors pursuant to the requested relief) shall (a) be construed as a request for authority to assume or reject any executory contract under Section 365 of the Bankruptcy Code; (b) waive, affect, or impair any of the Debtors' rights, claims,

or defenses including, but not limited to, those arising from Sections 365, 113 and 114 of the Bankruptcy Code, among others, other applicable law, and any agreement; (c) grant any additional rights to any third party; or (d) be enforceable by any third party; and it is further

6. ORDERED that the Debtors are authorized and empowered to take all steps necessary and appropriate to carry out and otherwise effectuate the terms conditions and provisions of the Settlement Agreement, including, without limitation, to make the payment contemplated thereby; and it is further

7. ORDERED that this Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: _____, 2009
Wilmington, Delaware

_____
Brendan L. Shannon
United States Bankruptcy Judge

Exhibit B
Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement is between Gunite Corporation, Rockford Operation ("Company") and the International Union, United Automobile, Acrospace and Agricultural Implement Workers of America ("Union").

The Company and the Union agree as follows:

1. The Company and the Union enter into this Settlement Agreement to finally and conclusively resolve NLRB Case 33-CA-15554, and all issues and matters related thereto

2. The Company and the Union and its Local 718 met and bargained in October 2009, they completed bargaining and reached agreement, and the agreement the parties reached is set forth in the October 6, 2009 Memorandum of Understanding and the Summary of October 2009 Bargaining. The October 6, 2009 Memorandum of Understanding and the Summary of October 2009 Bargaining are attached to this Settlement Agreement as Exhibit A, and incorporated into this Settlement Agreement.

3. Subject to the approval of the bankruptcy court (Gunite Corporation, Case No. 09-13463), the Company will pay gross back pay to employees as set forth in the attached Exhibit B. Taxes and other required withholdings will be deducted from the gross back pay amounts. The back pay will be paid to employees when the bankruptcy court approves the payment of the back pay.

4. The Union hereby withdraws the unfair labor practice charge (i.e., the original charge and any amended charges) that is the subject of NLRB Case No. 33-CA-15554. The parties will inform the National Labor Relations Board that they have finally and conclusively settled Case No. 33-CA-15554, and the Union will request the withdrawal of the unfair labor practice charge (i.e., the original charge and any amended charges) that is the subject of NLRB Case No. 33-CA-15554.

5. This Settlement Agreement does not constitute an admission by the Company of any violation of the National Labor Relations Act. The Company denies any violation of the Act, and the Union does not concede that Gunite did not violate the Act.

Dated this 19th day of October 2009.

For the Union:

Dennis Williams
Regional Director, International Union, UAW
Region 4

For the Company:

Bruce Figi
Director of Operations

116025.1
10/14/09

Exhibit B
To Settlement Agreement

*** DOCUMENT TO BE KEPT UNDER SEAL***

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
ACCURIDE CORPORATION, *et al.*,[1]	Case No. 09-13449 (BLS)
	Jointly Administered
Debtors.	

Back-Pay List

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Dated: Wilmington, Delaware
November 3, 2009

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Accuride Corporation, a Delaware corporation (9077); Accuride Cuyahoga Falls, Inc., a Delaware corporation (9556); Accuride Distributing, LLC, a Delaware limited liability company (3124); Accuride EMI, LLC, a Delaware limited liability company (N/A); Accuride Erie L.P., a Delaware limited partnership (4862); Accuride Henderson Limited Liability Company, a Delaware limited liability company (8596); AKW General Partner L.L.C., a Delaware limited liability company (4861); AOT Inc., a Delaware corporation (3088); Bostrom Holdings, Inc., a Delaware corporation (9282); Bostrom Seating, Inc., a Delaware corporation (7179); Bostrom Specialty Seating, Inc., a Delaware corporation (4182); Brillion Iron Works, Inc., a Delaware corporation (6942); Erie Land Holding, Inc., a Delaware corporation (8018); Fabco Automotive Corporation, a Delaware corporation (9802); Gunite Corporation, a Delaware corporation (9803); Imperial Group Holding Corp. -1, a Delaware corporation (4007); Imperial Group Holding Corp. -2, a Delaware corporation (4009); Imperial Group, L.P., a Delaware limited partnership (4012); JAII Management Company, a Delaware corporation (N/A); Transportation Technologies Industries, Inc., a Delaware corporation (2791); and Truck Components Inc., a Delaware corporation (5407). The mailing address for Accuride Corporation is 7140 Office Circle, Evansville, Indiana 47715.

Exhibit C
Complaint

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION THIRTY-THREE

GUNITE CORPORATION

and

Case 33-CA-15554

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

and

LOCAL 718, UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA
(Party to the Contract)

AMENDED COMPLAINT AND NOTICE OF HEARING

International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, herein called the Union, has charged that Gunite Corporation , herein called Respondent, has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. § 151 et seq., herein called the Act. Based thereon the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, issues this Amended Complaint and Notice of Hearing and alleges as follows:

1.

(a) The original charge in this proceeding was filed by the Union on March 10, 2008, and a copy was served by regular mail on Respondent on or about the same date.

(b) The first amended charge in this proceeding was filed by the Union on April 4, 2008, and a copy was served by regular mail on Respondent on or about the same date.

2.

(a) At all material times Respondent, a corporation, with an office and place of business in Rockford, Illinois, herein called Respondent's facility, has been engaged in the production of iron castings.

(b) During the past calendar year, Respondent, in conducting its business operations described above in paragraph 2(a), sold and shipped from its facility goods valued in excess of $50,000 directly to points outside the State of Illinois.

(c) At all material times Respondent has been engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

3.

At all material times the Union and its Local 718 have been labor organizations within the meaning of Section 2(5) of the Act.

4.

At all material times Susan Lundstrom held the position of Respondent's Human Resources Manager, and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

5.

(a) The following employees of Respondent, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All production and maintenance employees employed by the Employer at its Rockford, Illinois facility; EXCLUDING production clerks, shipping clerks, security guards, office and clerical employees in the main office, engineers, drafting personnel, the nurses, time-study, the research metallurgist, timekeepers, the production manager, the superintendents, supervisors, assistant supervisors and any and all other supervisory employees having

authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or otherwise effect changes in the status of employees, or responsibly to direct them, or effectively recommend such action.

(b) In about 1949, the Union was certified as the exclusive collective-bargaining representative of the Unit and since about then the Union and its Local 718 have been recognized as the joint representative by Respondent. This recognition has been embodied in successive collective bargaining agreements, the most recent of which is effective from May 1, 2005 to November 17, 2007.

(c) At all times since about 1949, based on Section 9(a) of the Act, the Union and its Local 718 have been the exclusive joint collective bargaining representative of the Unit.

(d) Since about March 12, 2008, the Union has requested that Respondent recognize it and its Local 718 as the exclusive joint collective-bargaining representative of the Unit and bargain collectively with the Union and its Local 718 as the exclusive joint collective bargaining representative.

6.

(a) On about November 18, 2007, the Employer locked out its bargaining unit employees.

(b) On about March 12, 2008, the Employer conditioned the end of the lock out on Local 718 signing a collective bargaining agreement as the exclusive collective bargaining representative of the Unit notwithstanding that Local 718 was not the exclusive collective bargaining representative of the employees in the Unit.

(c) On about March 17, 2008, after Local 718 signed a collective bargaining agreement purporting to be the exclusive collective bargaining representative of the Unit, the Employer ended the lock out and returned the bargaining unit employees to work.

7.

(a) On March 14, 2008, Respondent, by its Human Resources Manager Susan Lundstrom, signed a collective bargaining agreement with only Local 718 notwithstanding that Local 718 was not the exclusive collective bargaining representative of the employees in the Unit.

(b) Since March 14, 2008, Respondent, by Lundstrom, has recognized and bargained only with Local 718 notwithstanding that Local 718 is not the exclusive collective bargaining representative of the employees in the Unit.

8.

By the conduct described above in paragraph 6(b), Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

9.

By the conduct described above in paragraph 7. Respondent has been rendering unlawful assistance and support to a labor organization in violation of Sections 8(a)(1) and (2) of the Act.

10.

By the conduct described above in paragraph 7 Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive joint collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

11.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 6 (b), the General Counsel seeks an Order requiring that interest on any backpay award be compounded on a quarterly basis.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on June 8, 2009 at 1:00 p.m., or as soon thereafter as you may be heard, a hearing will be conducted in the Thomas M. Harvey NLRB Hearing Room, 300 Hamilton Square, Suite 200, Peoria, Illinois, before an Administrative Law Judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Amended Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

ANSWER REQUIREMENT

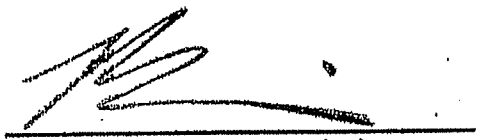
Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an Answer to the Amended Complaint. The Answer must be received by this office on or before **April 8, 2009** or postmarked on or before **April 7, 2009.** Unless filed electronically in a pdf format, Respondent should file an original and four copies of the Answer with this office and serve a copy of the Answer on each of the other parties.

An Answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an Answer electronically, access the Agency's website at hhtp://www.nlrb.gov, click on **E-Gov**, then click on the **E-Filing** link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the Answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the Answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an Answer be signed by counsel or non-attorney representative for represented parties, or by the party if not represented. See Sections 102.21. If the Answer being filed electronically is a pdf document containing the required signature, no paper copies of the Answer need to be transmitted to the Regional Office. However, if the electronic version of an Answer to a Complaint is not a pdf file containing the required signature, then the E-Filing rules require that such Answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of the electronic filing.

Service of the Answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The Answer may not be filed by facsimile transmission. If no Answer is filed, or if an

Answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Complaint are true.

DATED at Peoria, Illinois this 25th day of March, 2009.



Ralph R. Tremain, Regional Director
National Labor Relations Board
Subregion Thirty-Three
300 Hamilton Square, Suite 200
Peoria, Illinois 61602

Exhibit D
Answer

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION THIRTY-THREE

GUNITE CORPORATION,

and

Case 33-CA-15554

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

and

LOCAL 718, UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA
(Party to the Contract)

ANSWER
I. RESPONSE TO ALLEGATIONS OF AMENDED COMPLAINT

Respondent Gunite Corporation, for its Answer to the Amended Complaint, admits, denies and alleges as follows:

1. Gunite denies the allegations in the introductory paragraph of the Amended Complaint to the extent they assert that Gunite has violated the Act.

2. Gunite admits, on information and belief, the allegations of paragraph 1, sections (a) and (b), of the Amended Complaint.

3. Gunite admits the allegations of paragraph 2, sections (a), (b), and (c), of the Amended Complaint.

4. Gunite admits that the Union and Local 718 are labor organizations within the meaning of Section 2(5) of the Act, denies that they constitute separate collective bargaining representatives of the bargaining unit employees under Section 9 of the Act, and denies the remaining allegations of paragraph 3 of the Amended Complaint.

5. Gunite admits that Susan Lundstrom has been the Human Resources Manager at Gunite's facility in Rockford, Illinois since approximately August, 2006, and during that time has been a supervisor at Gunite's Rockford facility within the meaning of Section 2(11) of the Act and when acting in that capacity, an agent of Gunite within the meaning of Section 2(13) of the Act. Gunite denies the remaining allegations of paragraph 4 of the Amended Complaint.

6. Gunite admits the allegations of section (a) of paragraph 5 of the Amended Complaint, and denies the allegations of sections (b), (c), and (d) of paragraph 5 of the Amended Complaint.

7. Gunite admits that on or about November 18, 2007, it locked out its bargaining unit employees, admits that on or about March 17, 2008, the lockout ended and bargaining unit employees returned to work, and denies the remaining allegations of sections (a), (b), and (c) of paragraph 6 of the Amended Complaint.

8. Gunite admits that on March 14, 2008, Gunite, by its Human Resources Manager, Susan Lundstrom, signed a collective bargaining agreement and that agents of the bargaining unit representative also signed the collective bargaining agreement. Gunite denies the remaining allegations of sections (a) and (b) of paragraph 7 of the Amended Complaint.

9. Gunite denies the allegations in paragraph 8 of the Amended Complaint.

10. Gunite denies the allegations in paragraph 9 of the Amended Complaint.

11. Gunite denies the allegations in paragraph 10 of the Amended Complaint.

12. Gunite denies the allegations in paragraph 11 of the Amended Complaint.

13. Gunite denies each and every other allegation of the Amended Complaint not expressly admitted herein.

II. AFFIRMATIVE DEFENSES

1. Gunite has fulfilled all obligations to bargain collectively imposed by Section 8(d) of the Act or otherwise.

2. The Union has not fulfilled all obligations to bargain collectively imposed upon the Union by Section 8(d) of the Act or otherwise

3. Gunite has not interfered with, restrained, or coerced employees in the exercise of rights guaranteed in Section 7.

4. Gunite has not dominated or interfered with the formation or administration of any labor organization and has not contributed financial or other support to a labor organization.

5. Gunite has not discriminated in hiring, tenure, or terms or conditions of employment, or otherwise discouraged membership in a labor organization.

6. Gunite has not refused to bargain collectively with the representative of the bargaining unit.

7. The Union restrained and coerced members of the bargaining unit in the exercise of the rights guaranteed in Section 7.

8. The Union is estopped from refusing to approve the March 14, 2008, Agreement because its previous words and conduct led Gunite, to its detriment, to act and refrain from acting in good faith reliance upon the Union's approval being a mere ministerial formality which would not be withheld.

9. The Union voluntarily and intentionally relinquished its right, if any, to decline approval of the March 14, 2008 Agreement.

10. The Union has accepted performance of, and performed under, the March 14, 2008 Agreement, and thereby has further ratified the March 14, 2008 Agreement.

11. Representatives of the bargaining unit representative caused acceptance of, and performance under, the March 14, 2008, Agreement, and the bargaining unit representative has thereby ratified the March 14, 2008 Agreement.

12. The Union has not conducted itself in an equitable manner and therefore is entitled to no equity.

13. The Union has acted with unclean hands and therefore is entitled to no equity.

14. The requisite steps necessary to create a joint union representative of the bargaining unit have not been fulfilled.

15. The acts and omissions of Gunite have not, and do not, constitute recognition of a joint union representative of the bargaining unit.

16. The acts and omissions of the Union have not, and do not, constitute recognition of a joint union representative of the bargaining unit.

17. Gunite denies that a joint union representative has been certified or recognized; however, in the alternative:

a. One or more agents of the joint union representative, acting with actual, apparent or ostensible authority, negotiated and entered into the March 14, 2008 Agreement.

b. One or more agents of the joint union representative, acting with actual, apparent or ostensible authority, led Gunite, to its detriment, to act and refrain from acting in good faith reliance on the validity of the March 14, 2008 Agreement.

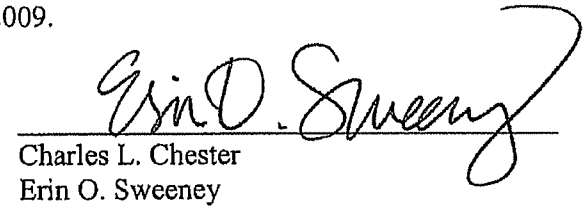
c. One or more agents of the joint union representative, acting with actual, apparent or ostensible authority, relinquished the right, if

any, of the Union to decline to approve the March 14, 2008 Agreement.

d. One or more of the components of the joint union representative, acting with actual, apparent or ostensible authority, accepted performance of and performed under the March 14, 2008 Agreement, and thereby further ratified the March 14, 2008, Agreement.

18. Gunite denies that a remedy is justified and alleges that principles such as mitigation and unjust enrichment would, in any event, preclude any remedy.

Dated this 7th day of April, 2009.



Charles L. Chester
Erin O. Sweeney
Ryley Carlock & Applewhite
One N. Central Avenue, Suite 1200
Phoenix, AZ 85004

Attorneys for Gunite Corporation

Filed electronically and original and four copies of the foregoing sent via Certified Mail, Return Receipt Requested this 7th day of April, 2009, to:

Ralph R. Tremain, Regional Director
Subregion 33, NLRB
300 Hamilton Square, Suite 200
Peoria, Illinois 61602

A copy of the foregoing mailed
this 7th day of April, 2009, to:

International Union, UAW
680 Barclay Rd
Lincolnshire, IL 60069

Judiann Chartier, Attorney
Katz Friedman Eagle Eisenstein Johnson
77 W. Washington Street, Suite 2000
Chicago, IL 60602-2803

By 

Exhibit E
ALJ Order

JD(ATL)–20–09
Rockford, IL

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

GUNITE CORPORATION

and Case 33–CA–15554

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

and

LOCAL 718, INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA
(Party to the Contract)

Debra L. Stefanik, Esq., for the General Counsel.
Charles L. Chester and *Eric O. Sweeney* (on brief), *Esqs.,* for the Respondent.
Judiann Chartier and *Stanley Eisenstein, Esqs.,* for the Charging Party.

DECISION

Statement of the Case

GEORGE CARSON II, Administrative Law Judge. This case was tried in Peoria, Illinois, on June 9 and 10, 2009, pursuant to an amended complaint that issued on March 25, 2009.[1] The complaint alleges that the Respondent, in violation of Section 8(a)(1) and (3) of the National Labor Relations Act, illegally locked out its employees on March 12; in violation of Section 8(a)(1) and (2), of the Act, signed a collective-bargaining agreement with Local 718 notwithstanding that Local 718 was not the exclusive collective bargaining representative of the employees in the appropriate unit; and, in violation of Section 8(a)(1) and (5) the Act, failed and refused to recognize and bargain with the joint exclusive collective bargaining representative of the employees in the appropriate unit. The Respondent's answer denies any violation of the Act. I find that the Respondent violated the Act as alleged in the complaint.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by all parties, I make the following

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[1] All dates are in 2008 unless otherwise indicated. The charge was filed on March 10 and was amended on April 4.

Findings of Fact

I. Jurisdiction

The Respondent, Gunite Corporation, the Company, a corporation, is engaged in the manufacture and sale of iron castings at its facilities in Rockford, Illinois, from which it annually sells and ships goods and materials valued in excess of $50,000 directly to points outside the State of Illinois. The Respondent admits, and I find and conclude, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

The Respondent admits, and I find and conclude, that International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, the International, and Local 718, International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, Local 718, hereinafter jointly referred to as the Union, are labor organizations within the meaning of Section 2(5) of the Act.

II. Alleged Unfair Labor Practices

A. Background

The International was certified as the exclusive collective bargaining representative of the employees in the following appropriate unit in 1949:

> All production and maintenance employees employed by the Employer at its Rockford, Illinois, facility; EXCLUDING production clerks, shipping clerks, security guards, office and clerical employees in the main office, engineers, drafting personnel, the nurses, time-study, the research metallurgist, timekeepers, the production manager, the superintendents, supervisors, assistant supervisors and any and all other supervisory employees having authority to hire. transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees or otherwise effect changes in the status of employees, or responsibly to direct them, or effectively recommend such action.

Shortly thereafter, Local Union No. 718 was chartered. The initial collective-bargaining agreement, effective December 22, 1949, and all collective-bargaining agreements thereafter, including the collective-bargaining agreement that was in effect from May 1, 2005, through November 17, 2007, recognized the International "and its Local Union No. 718," as the collective bargaining representative of the employees in the foregoing appropriate unit.[2] The signature pages of all collective-bargaining agreements from 1949 through the agreement that expired on April 30, 2005, had separate signature blocks for the International Union and Local Union No. 718. Although the 2005 agreement did not contain separate signature blocks, the signature page reflected that the contract was between the International and "its Local 718."

In early 2005, the Company was acquired by Accuride Corporation. At the negotiations for the successor contract to the agreement that was to expire on April 30, 2005, the spokesperson for the Company was Attorney Fred Minor. The spokesperson for the Union was International Representative George Campa. The Company proposed, and the Union agreed, to place several terms and conditions of employment, including health care benefits, in a separate

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[2] The name of the International changed from United Automobile, Aircraft, and Agricultural Implement Workers of America to United Automobile, Aerospace, and Agricultural Implement Workers of America as reflected in the March 1, 1965 collective-bargaining agreement.

document titled Memorandum of Settlement. Uncontradicted testimony establishes that those terms and conditions of employment are not subject to the contractual grievance procedure. The collective-bargaining agreement, the provisions of which are subject to the grievance procedure, is attached to the Memorandum of Settlement and identified as Exhibit 1. The initial paragraph of the Memorandum of Settlement states that the Memorandum "sets forth the items agreed upon by … [the Company] and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, Local No. 718," rather than the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America *and its Local Union No. 718*. The collective-bargaining agreement continued to track the language of all previous agreements, stating that the contract was between the Company and the "International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America *and its Local Union No. 718*." [Emphasis added.] Unlike all prior agreements, there were not separate signature blocks for the International and Local 718. The signature block for the Union states, "International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America, UAW and its Local 718."

This proceeding relates to alleged violations arising out of negotiations for a successor collective-bargaining agreement that began in 2007, and culminated on March 14, 2008, when the Company signed a collective-bargaining agreement that recognized only Local 718.

B. Facts

Negotiations for a successor agreement to the contract that was to expire on November 17, 2007, began on October 10, 2007. At these negotiations, the Company spokesperson was Attorney Nathan (Nate) Niemuth who was accompanied by Human Resources Manager Susan Lundstrom. International Representative Roger Anclam was spokesperson for the International and its Local 718. He was accompanied by Local 718 President Rick Kardell and a bargaining committee of other unit employees. At that initial bargaining session the parties discussed various preliminary matters which included eligibility to vote upon ratification of any tentative agreement. Anclam noted that the committee had the authority to make a tentative agreement subject to ratification. The Company's minutes reflect that International Representative Anclam also placed the Company on notice of the necessity for approval by two levels of the International, stating that he did not "anticipate any problems with approval from the regional director [of the International] or the International Union."

On October 10, 2007, the Company presented a proposed Memorandum of Settlement, similar to the Memorandum to which the Union had agreed in 2005, which would not be subject to the grievance procedure. The first paragraph of the Memorandum of Settlement, as it did in the 2005 agreement, states that the Memorandum of Settlement is between the Company and the International's Local 718. There is no evidence that the negotiators for the Union had, in 2005, noticed that the 2005 Memorandum of Settlement identified the parties as the Company and only Local 718, rather that the International and its Local Union No. 718. Nor is there any evidence that the negotiators for the Union, in October 2007, noticed that the foregoing identification was repeated in the proposed 2007 Memorandum of Settlement.

On the afternoon of October 10, 2007, the Company presented its proposed collective-bargaining agreement. The first paragraph of the collective-bargaining agreement in 2005, as had all agreements since 1949, identified the parties to the agreement as the International "*and its Local Union No. 718*." [Emphasis added.] This was changed in the Company's 2007 proposal. The first paragraph of the proposed collective-bargaining agreement alters the recognition language of the former collective-bargaining agreement and states that the agreement is between the Company and "International Union, United Automobile, Aerospace,

and Agricultural Implement Workers of America, Local No. 718."

Neither the proposed Memorandum of Settlement nor the proposed collective-bargaining agreement showed alterations from the 2005 documents by lining through deletions and underlining additions, or otherwise identifying changes.

There is no evidence that the negotiators for the Union noticed the rewording of the recognition clause at the time the Company submitted its proposed collective-bargaining agreement. Although on December 31, 2007, the International filed a charge, later withdrawn, claiming inter alia, that the Company was insisting upon permissive subjects of bargaining. The charge did not specify the permissive subjects or cite the change in the recognition language.

The substantive provisions of the collective-bargaining agreement proposed in October 2007 were unacceptable to the Union. The prior collective-bargaining agreement expired on November 17, 2007. The Company locked out the employees on November 18, 2007. The legitimacy of the lockout at that time is not in issue. Over the next several months, the parties met on various occasions to negotiate a successor collective-bargaining agreement.

On February 18, Niemuth returned a telephone call from Local 718 President Kardell who questioned whether there was a proposal that was in a "votable state." When Niemuth replied that there was not, Kardell questioned him regarding availability for further meetings, stating a need to take something "to the membership." Niemuth complimented Kardell for "taking some leadership." Kardell asserted that he was "the one calling the shots from this time forward." Niemuth immediately stated that "[e]ven though you are not the chief spokesperson" he wanted to confirm that "Roger's [Amclam's] goal" was "a ratified new contract." Kardell stated that he would contact Anclam regarding his availability and then contact Lundstrom. Niemuth testified that following that conversation, and during the bargaining sessions in March, "[w]e decided" that Anclam was not the chief spokesperson for the Union." The "we" to whom he referred was never explained. Niemuth never informed Kardell that "[w]e decided" that Anclam had relinquished his role as chief spokesperson. He did not ever assert to Anclam that he no longer spoke as chief spokesperson.

It is undisputed, and Niemuth acknowledged, that the parties "could change or withdraw a proposal up until the time agreement was reached."

International Representative Anclam protested the alteration of the recognition clause in the proposed agreement at the bargaining session of March 5. The record does not establish when the International realized that the recognition clause had been altered. Regardless of when the alteration was discovered, minutes of the March 5 bargaining session reflect that Anclam pointed out to Niemuth that, "[s]ince the first agreement between Gunite … it [the Union] has been referred to as International and its Local Union 718 …." He explained that, typically, the International is certified and that thereafter a local union is formed and that the collective-bargaining agreement is "a three party agreement—the International, the Company, and its [the International's] Local." Regarding the removal of the "and its" from the recognition clause of collective-bargaining agreement, Anclam stated that "[we] look at that as an exclusion of the International." Anclam noted that, due to the lockout, he knew that "some folks that are hungry … are probably going to vote for anything."

Niemuth responded that there was no "and its" language in the 2005 Memorandum of Settlement or on the cover of the 2005 collective-bargaining agreement, that the first place that "and its" showed up was the "first paragraph of the first page" of the collective-bargaining agreement. He explained that "we attempted … to refer to the Union as it is referred to in the

majority of places in the 2005 documents." He did not agree to reinsert the "and its" language. He noted that there was no joint certification and stated that if "the Union party" wanted the agreement to be between the Company and the International with Local 718 administering the collective-bargaining agreement that the Company "didn't have any issue with that."

The following day, March 6, which was the final bargaining session, Anclam again stated that the Union took exception to the fact that the Company "had deleted the recognition of the International Union by leaving the *and its* out." [Emphasis added.] He stated that "in our opinion [that is] improper." Niemuth again referred to the initial certification of the International and again stated that the Company was willing to make the collective-bargaining agreement between the Company and the International." Anclam stated, "We won't decide it here."

On March 7, Anclam wrote Niemuth and called his attention to the provision of the International's Constitution requiring approval of collective-bargaining agreements by the Regional Director and International, approvals to which he had referred at the initial bargaining session on October 10, 2007, when Anclam had anticipated "no problem." The letter sets out the pertinent language in Article 19, Section 3:

> Should the proposed contract or supplement be approved by a majority vote of the Local Union or unit members so participating, it shall be referred to the Regional Director for his/her recommendation to the International Executive Board for its approval or rejection. In case the Regional Board Member recommends approval, the contract becomes operative until the final action is taken by the International Executive Board.

Anclam attempted to personally deliver his letter to the plant but was denied access due to the continuing lockout. He also sent the letter by email, and Niemuth admits receiving it on March 8, prior to the ratification meeting. Niemuth made no attempt to contract Anclam.

Despite Anclam's undisputed comments at the October 10, 2007, bargaining session regarding two levels of approval at the International, the Company argues that March 8 "was the first time the Company became aware of the condition" of approval by the Regional Director and Executive Board of the International. The short answer to that argument is that the Company did not listen well or review the minutes of the October 10, 2007, meeting.

On Sunday, March 9, the members voted upon the Memorandum of Settlement and collective-bargaining agreement as proposed by the Company on March 6. International Representative Anclam was present and informed the members that the International would not approve the agreement. Nevertheless the members voted to accept the Memorandum and collective-bargaining agreement. Local 718 President Kardell called both Niemuth and Lundstrom and informed them of the outcome of the vote. Niemuth was unavailable, and he left a voice mail message for him.

Thereafter, Lundstrom called Kardell confirming the date of signing for Friday, March 14. The Company set up drug testing and meetings regarding the return to work, arrangements that Kardell communicated to the locked out employees.

On March 11, at a special meeting of the International Executive Board, the International adopted a resolution which, citing inter alia, the provision that "purports to delete the International Union, UAW, from the Recognition Clause," rejected the proposed collective-bargaining agreement and directed that the officers and committee of Local 718 join with "the Director of Region 4 and the International Representatives(s)" and return promptly to the bargaining table, in order to secure a better Agreement."

The foregoing resolution was sent to Niemuth by Attorney Stanley Eisenstein, who represented the Union and who had filed the charge herein on March 10. Niemuth did not attempt to contact either Attorney Eisenstein or International Representative Anclam. In explaining his failure to do so, Niemuth testified that he thought that the most effective way "to try and get that issue resolved was to work with Rick [Kardell] because I hadn't had much success in getting issues resolved with Roger [Anclam]."

On the evening of March 12, Local 718 President Rick Kardell was attending a birthday party for his son. Niemuth and Lundstrom, having received the resolution from the International, called him on his cellular telephone and informed him that there was a problem, the International had rejected the contract. Kardell initially testified that he asked what would happen if he signed the contract and the International did not and that Niemuth replied that "we would go back to work." Thereafter he acknowledged that Niemuth gave a more ambivalent answer, stating that the Company was "inclined" to "move forward" with the agreement but that his response was not "a definite answer." Kardell asked what would happen if he, President of Local Union No 718, did not sign. Niemuth stated that "the lockout would continue." Niemuth did not deny making that statement, and I credit it.

I do not credit the testimony of Niemuth or Human Resources Manager Lundstrom that Kardell, in the telephone conversation initiated by Niemuth on March 12, stated that Anclam had told him to go ahead and sign the agreement. Anclam denied giving any such instruction, that he told Kardell that, if he wanted to sign, "that was up to him." Although the Company, in its brief, refers to the International's alleged "acquiescence" in Kardell's signing, Kardell acted only on behalf of Local 718. The International's resolution, of which the Company was aware, rejected the contract that eliminated it as a party. There was no acquiescence.

Both Local 718 President Kardell and Human Resources Manager Lundstrom testified that they did not "fully understand" the conversations between Anclam and Niemuth regarding the omission of the "and its" language. Notwithstanding Kardell's lack of understanding, it appears that he communicated some concern regarding the status of the International to Niemuth because, on March 13, Niemuth sent Kardell an email assuring him the International would "continue to have a role in representing … employees," that "[a]lthough not mentioned in the Agreement," International representatives could represent employees at arbitrations. There is no testimony regarding the reason for the foregoing assurance. The email was placed into evidence through Human Resources Manager Lundstrom who simply identified it. Niemuth was not asked about it. Kardell was not recalled to address it. In addition to the assurance regarding representation at arbitrations, the email notes that the collective-bargaining agreement, Article 6.5, provides that, "with prior approval of the Human Resources Manager, International Union representatives may enter Company property for important reasons involving the administration of the Agreement." The email does not quote the complete provision which, by its terms, also requires prior approval for entry to attend Step 2 grievance meetings: "*With prior approval of the Human Resources Manager*, International Union representatives may enter Company property to attend Step 2 grievance meetings or for other important reasons involving the administration of this Agreement." [Emphasis added.] The email does not note that the prior agreement, Article 8.3 B, provided: "International representative(s) of the Union *shall* be granted permission to visit the Plant for the purpose of investigation of grievances or other Union business that concerns Local 718." [Emphasis added.]

On March 14, Kardell and Lundstrom signed the collective-bargaining agreement which, by the terms that the Company had not altered, stated that it was between the Company and "International Union, United Automobile, Aerospace, and Agricultural Implement Workers of

America, Local No. 718."

On April 3, Niemuth wrote Anclam asking whether the International "continues to have an issue with the new Agreement" and, that, if it did, offering to "meet and discuss the issue further." There was no offer to amend the collective-bargaining agreement by restoring the historical recognition language. On April 14, Anclam wrote Niemuth, pointing out that the International had filed an unfair labor practice charge on March 10, the charge herein, and that he had protested the elimination of the International at the bargaining table. Although not specifically pointing out that Niemuth had not contacted him following his March 7 letter or the March 11 resolution of the International, he describes Niemuth's letter of April 3 as "belated."

C. Credibility

Attorney Niemuth claimed that it was not the Company's intent to change the identity of the collective bargaining representative. I do not credit that testimony. It is undisputed that there are various inconsistent references to the Union in the prior agreement, including the language of the 2005 Memorandum of Settlement which states that it was between the Company and Local 718. The assertion of Attorney Niemuth that he simply sought to make the language in the collective-bargaining agreement consistent, notwithstanding the historical language in the recognition clause, defies belief. When Niemuth was asked whether he viewed there to be any "legal significance between the Union being described as the International Union and its Local 718 and International Union UAW Local 718, between those two things?" He answered, "Within the context, no." Nevertheless, despite his asserted belief in the absence of any legal significance, "[w]ithin the context," to the omission of the words "and its," he refused to reinsert them when the Union protested their omission.

If, as Attorney Niemuth testified, his purpose was to make editorial changes to achieve consistency, there would have been no reason to refuse to reinsert the language of the prior collective-bargaining agreement that states that the agreement is between the International and "its Local Union No. 718." When asked why the Company refused to do so, Niemuth, as on various other occasions, did not specifically respond but gave a narrative answer, concluding with his claim that the Respondent was "looking for the identification of the … *sole* exclusive bargaining representative." [Emphasis added.] The foregoing assertion regarding identifying the "*sole* exclusive bargaining representative" contradicts his claim that it was not his intent to change the identity of the collective bargaining representative. The collective bargaining representative, as established by the recognition language to which the parties had agreed for over the past 50 plus years was "the Union," a joint representative consisting of the International "*and its Local Union No. 718*." [Emphasis added.]

Attorney Niemuth's claim that "[w]e decided" that International Representative Anclam was not the chief spokesperson for the Union is similarly incredible. Niemuth never stated the identity of the "we" to whom he referred. He never asserted to either Anclam or Kardell that Anclam no longer spoke as chief spokesperson. When explaining why he did not contact Anclam following Anclam's direct communication of March 7, or upon his receipt of the March 11 resolution of the International on March 12, Niemuth answered that he did not contact him because he "thought the most effective [way] to try and get that issue resolved was to work with Rick [Kardell] because I hadn't had much success in getting issues resolved with Roger [Anclam]." Niemuth's stated rationale for not contacting Anclam contained no assertion or contention that he did not consider or believe that Anclam was the chief spokesperson on behalf of the Union or that Anclam had somehow relinquished his role as chief spokesperson. It also made no contention that Kardell had any authority to speak on behalf of the International, a fact that Niemuth upon cross examination did not deny. When asked whether Kardell had "the

authority to resolve the issue" of the deleted "and its" language, Niemuth evasively responded that he "wasn't thinking in terms of authority. I was thinking in terms of getting it resolved." The foregoing testimony suggests no belief that Anclam had ceased to be the chief spokesperson. It does reflect that Niemuth was unwilling to deal directly with chief spokesperson Anclam who was insisting upon restoration of the "and its" language, thereby restoring the International as a party to the contract and recognized joint representative of the unit employees.

D. Analysis and Concluding Findings

1. The Collective-Bargaining Agreement

The complaint alleges that the Respondent failed and refused to bargain with the joint exclusive bargaining representative of employees in the unit, signed a collective-bargaining agreement with only Local 718 notwithstanding that Local 718 was not the exclusive collective bargaining representative of the employees in the unit, and, since that date has recognized and bargained only with Local 718 in violation of Section 8(a) (1), (2) and (5) of the Act.

As succinctly stated by Counsel for the General Counsel in her opening statement, the violations in this case are the elimination of the International as a party to the collective-bargaining agreement, the signing of a collective-bargaining agreement on March 14th with only Local 718, and conditioning the end of the lockout upon the local signing that agreement.

Gunite and the Union had previously enjoyed a productive bargaining relationship for over 50 years, a period in which, so far as any of the participants in this hearing knew, no unfair labor practice charges had been filed. Whether the Respondent, by introducing the Memorandum of Settlement in 2005, acted innocently or sought to disrupt the bargaining relationship by inserting wording that it could thereafter seek to exploit in order to remove the International as a party to the contract is immaterial. As correctly noted in the brief of Counsel for the General Counsel, the Respondent's intent is immaterial. What is material is that, in negotiations for the successor agreement in 2007 and 2008, the Company, purportedly to achieve consistency, removed the International as a party to the collective-bargaining agreement. The International did not acquiesce to its removal. Niemuth's assertion that the Respondent was not seeking to change the identity of the collective bargaining representative is belied by his refusal to reinsert the historical recognition language.

Anclam pointed out to Niemuth that the collective-bargaining agreement was "a three party agreement—the International, the Company, and its [the International's] Local." Niemuth did not respond directly to the three party agreement comment but noted that there was no joint certification and that if "the Union party" wanted the agreement to be between the Company and the International that he "didn't have any issue with that." Niemuth, an experienced labor relations attorney, did not acknowledge to Anclam that multiple decisions of the Board refer to three party agreements. In *Standard Motor Products*, 331 NLRB 1466, 1479 (2000), the Union "reminded the Company that it was three-party agreement (i.e. the local and the International are joint representatives) and the Respondent had an obligation to sit down with the [local] committee and the International." In *General Transformer Co.*, 173 NLRB 360 (1968), the administrative law judge pointed out that the proceeding involved three parties, "an International Union certified by the Board … an Employer who has … bargained side by side with that International and its Local subsidiary, … and, finally, the International's subsidiary Local … which has participated in collective bargaining with the Employer side by side with its parent International Union." Id at 377.

Niemuth claimed that he sought to identify the "sole exclusive bargaining

representative," a quest that was bound to fail because all previous collective-bargaining agreements established that the exclusive collective bargaining representative was a joint representative, the International "and its Local Union No. 718."

The Respondent, in its brief, asserts that the Respondent's "numerous proposals all describe the Union party the same and that description did not exclude the International." I disagree. After International Representative Anclam raised the issue of the omission of the "and its Local 718" language, the Respondent offered to alter the language of the collective-bargaining agreement so that the International would be the recognized collective bargaining representative. The foregoing response effectively acknowledged that its proposed language did eliminate the International as a party to the contract. Thus, contrary the argument of the Respondent, Attorney Niemuth's editing for "consistency" did "exclude the International," and he knew it. His claim that that there was no legal significance to the change in wording "[w]ithin the context" is belied by his unwillingness to reinsert the "and its" language into the recognition clause. The Respondent's offer to rewrite the contract to recognize the International rather than Local 718 confirmed the elimination of the International and presented the Union with an unlawful and unacceptable alternative insofar as the Respondent had, for over half a century, recognized the International "and its Local 718" as the joint exclusive collective bargaining representative of its unit employees.

The Respondent's historical recognition of the International and its Local 718, as established by multiple contracts signed by the International and Local 718 established the joint representative of the employees in the appropriate unit. See *International Paper*, 325 NLRB 689, 691 (1998). Board precedent cited by the General Counsel holds that the signing of an agreement with only one of the parties when there is joint representation violates the Act. See *CBS Broadcasting Inc.*, 343 NLRB 871 (2004); *General Transformer Co.*, supra.

If the Respondent, for consistency or otherwise, genuinely believed that the collective bargaining representative was only Local 718, it could not, in good faith, offer to enter into a collective-bargaining agreement with only the International, giving administrative responsibilities to Local 718. If the Respondent believed that the collective bargaining representative was only the International, it could not, in good faith, sign a collective-bargaining agreement with only Local 718. Either option was unacceptable to the Union, neither option was agreed upon, and both options constituted an unlawful change in the identity of the recognized joint exclusive collective bargaining representative.

The Respondent, by refusing to recognize the International Union as joint representative with its Local 718, violated Section 8(a)(1) and (5) of the Act. The Respondent, by entering into a collective bargaining agreement with only Local 718, an entity that was not the exclusive collective bargaining representative of employees in the unit, rendered unlawful assistance to a labor organization in violation of Section 8(a)(1) and (2) of the Act.

2. The Lockout

The complaint alleges that the lockout, initiated on November 18, 2007, was converted to an illegal lookout on March 12 when the Respondent conditioned the end of the lockout on Local 718 signing a collective-bargaining agreement as the exclusive collective bargaining representative of employees in the unit notwithstanding that Local 718 was not the exclusive collective bargaining representative of the employees in the unit.

The General Counsel's theory of the case is both succinct and correct. The Charging Party contends that the Respondent violated the Act by refusing to withdraw its proposed

language which eliminated the International as a party to the contract, a permissive subject of bargaining, and that the refusal, on March 5, converted the lawful lockout to an unlawful lockout on that date. I agree that the identification of the collective bargaining representative is a permissive subject of bargaining. See *N.L.R.B. v. Borg-Warner Corp.*, 356 U.S. 342 (1958). However, the parties did not litigate the issue of insistence to impasse upon a permissive subject of bargaining. There is no evidence that impasse was ever mentioned at the bargaining table. The offer that the members of the unit ratified on March 9 was never, so far as this record shows, presented as a final offer. There was no conversation on March 5 or 6 with regard to impasse. On March 6, when International Representative Anclam again stated the International's opposition to the omission of the "and its" language, he stated that "[w]e won't decide it here." The complaint alleges that the lockout was converted on March 12, thus the Respondent was not on notice that it needed to address the issue of conversion of the lockout to an unlawful lockout prior to that date. Thus, I deny the Charging Party's request that I find that the lockout became unlawful on March 5.

On March 12, Niemuth informed Kardell that the International had rejected the contract. Kardell asked Niemuth what would happen if he, on behalf of Local 718, did not sign the contract, Niemuth replied that "the lockout would continue." When Kardell asked what would occur if he signed and the International did not, Niemuth replied that the Company was "inclined" to "move forward" with the agreement but that his response was not "a definite answer." The foregoing ambivalent response did not alter the situation. The lockout would not end if Kardell did not sign the agreement that deleted a recognized party from the agreement.

It appears that, thereafter, Kardell expressed concerns which Niemuth addressed in his email of March 13. Neither testified regarding the email. The email states that "[a]lthough not mentioned in the Agreement," International representatives would "continue to have a role in representing … employees." The email does not refer to recognition but to a "role" for the International. The content of the email suggests that Kardell had expressed concerns regarding only Local 718 signing the agreement. The email response appears to seek to dispel those concerns and assure his signature insofar as "the lockout would continue" if he did not sign.

The Respondent argues that Local 718 and the Respondent were legally obligated to sign the ratified agreement. I disagree. The agreement was not a legal agreement in that it had deleted recognition of the International. There is no question that Niemuth agreed with Anclam that the International had been eliminated as a bargaining representative insofar as he twice offered to rewrite the agreement to provide for recognition of the International with Local 718 administering the agreement.

Conditioning the termination of a lawful lockout upon a party agreeing to an unlawful condition converts the formerly lawful lockout into an unlawful lockout. Niemuth's undenied comment that if Local 718 President Kardell did not sign the agreement "the lockout would continue" predicated the end of the lockout upon Local 718 signing the collective-bargaining agreement which eliminated the International as joint exclusive collective bargaining representative of the unit employees. Imposing an unlawful condition, thereby requiring "the employees to accept the Respondent's unlawful conduct" in order to end the lockout, renders the lockout unlawful. See *Allen Storage & Moving Co.*, 342 NLRB 501 (2004), citing *Teamsters Local 639 v. NLRB*, 924 F.2d 1078, 1085 (D.C. Cir. 1991). The foregoing unlawful condition was imposed on March 12 and converted the former lawful lockout to an unlawful lockout on that date. Conditioning the end of the lockout upon the unlawful demand that Local 718 sign the collective-bargaining agreement that eliminated the International as joint exclusive collective bargaining representative of the unit employees violated Section 8(a)(1) and (3) of the Act.

Conclusions of Law

1. By failing and refusing to bargain collectively in good faith with International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America and its Local Union No. 718 as the joint exclusive collective bargaining representative of the employees in the appropriate unit, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

2. By entering into a collective-bargaining agreement with an entity that is not the recognized collective bargaining representative of the employees in the appropriate unit, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (2) and Section 2(6) and (7) of the Act.

3. By conditioning the termination of its lockout of employees upon the signing of a collective-bargaining agreement by an entity that is not the recognized collective bargaining representative of the employees in the appropriate unit, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (3) and Section 2(6) and (7) of the Act.

Remedy

Having failed and refused to bargain collectively in good faith with International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America and its Local Union No. 718, the Respondent must, upon request, recognize and bargain with the International Union and its Local Union No. 718 as the joint exclusive collective bargaining representative of the employees in the appropriate unit and, if an understanding is reached, embody that understanding in a signed agreement.

Having entered into a collective-bargaining agreement with an entity that is not the recognized collective bargaining representative of the employees in the appropriate unit, the Respondent must, only upon request of the joint exclusive collective bargaining representative, rescind any terms and conditions of employment implemented under that unlawful agreement.

Having found that the Respondent, on March 12, 2008, illegally locked out its employees, it must make all employees whole for any loss of earnings or other benefits suffered as a result of the lockout plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).[3] In view of the Board's decision in *Glen Rock Ham*, 352 NLRB 516 at fn. 1 (2008), I deny the request of the General Counsel for the award of compound interest.

The Respondent must also post an appropriate notice.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[4]

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[3] The lockout ended on March 17, 2008. It is undisputed that the plant operated on March 13 and 14. Counsel dispute whether the plant operated on March 15 and 16. I shall leave for compliance the determination of the dates that the plant operated and the backpay obligation thereby incurred.

[4] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the

Continued

ORDER

The Respondent, Gunite Corporation, Rockford, Illinois, its officers, agents, successors, and assigns, shall

1. Cease and desist from:

(a) Failing and refusing to bargain collectively in good faith with International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America and its Local Union No. 718 as the joint exclusive collective bargaining representative of the employees in following appropriate unit:

> All production and maintenance employees employed by the Employer at its Rockford, Illinois, facility; EXCLUDING production clerks, shipping clerks, security guards, office and clerical employees in the main office, engineers, drafting personnel, the nurses, time-study, the research metallurgist, timekeepers, the production manager, the superintendents, supervisors, assistant supervisors and any and all other supervisory employees having authority to hire. transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees or otherwise effect changes in the status of employees, or responsibly to direct them, or effectively recommend such action.

(b) Entering into a collective-bargaining agreement with an entity that is not the recognized collective bargaining representative of the employees in the appropriate unit.

(c) Conditioning the termination of its lockout of employees upon the signing of a collective-bargaining agreement by an entity that is not the recognized collective bargaining representative of the employees in the appropriate unit.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Recognize and, on request, bargain with the International Union and its Local Union No. 718 as the joint exclusive collective bargaining representative of the employees in the appropriate unit and, if an understanding is reached, embody that understanding in a signed agreement.

(b) Only upon request of the joint exclusive bargaining representative, rescind any terms and conditions of employment implemented under the agreement with an entity that is not the recognized collective bargaining representative of the employees in the appropriate unit.

(c) Make whole all employees for any loss of earnings or other benefits suffered as a result of the lockout after March 12, 2008, in the manner set forth in the remedy section of the decision.

(d) Preserve and, within 14 days of a request, or such additional time as the Regional

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Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

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 this Order.

(e) Within 14 days after service by the Subregion, post at its facility in Rockford, Illinois, copies of the attached notice marked "Appendix."[5] Copies of the notice, on forms provided by the Regional Director for Subregion 33, 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. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, 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 12, 2008.

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

Dated, Washington, D.C., August 20, 2009.

George Carson II
Administrative Law Judge

[5] If this Order is enforced by a Judgment of the 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."

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 fail and refuse to bargain collectively in good faith with International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America and its Local Union No. 718 as the joint exclusive collective bargaining representative of you who are in the following appropriate unit:

> All production and maintenance employees employed by the Employer at its Rockford, Illinois, facility; EXCLUDING production clerks, shipping clerks, security guards, office and clerical employees in the main office, engineers, drafting personnel, the nurses, time-study, the research metallurgist, timekeepers, the production manager, the superintendents, supervisors, assistant supervisors and any and all other supervisory employees having authority to hire. transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees or otherwise effect changes in the status of employees, or responsibly to direct them, or effectively recommend such action.

WE WILL NOT enter into a collective-bargaining agreement with an entity that is not your recognized collective bargaining representative.

WE WILL NOT condition the termination of our lockout upon the signing of a collective-bargaining agreement by an entity that is not your recognized collective bargaining representative.

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 recognize and, on request, bargain with the International Union and its Local Union No. 718 as your joint exclusive collective bargaining representative of the employees and, if an understanding is reached, embody that understanding in a signed agreement.

WE WILL, only upon the request of your joint exclusive collective bargaining representative, rescind any terms and conditions of employment implemented under the agreement with an entity that is not your recognized collective bargaining representative.

WE WILL make whole all employees for any loss of earnings or other benefits suffered as a result of the lockout after March 12, 2008, in the manner set forth in the remedy section of the decision.

GUNITE CORPORATION
(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.

300 Hamilton Boulevard, Suite 200, Peoria, IL 61602-1246
(309) 671–7080, Hours: 8:30 a.m. to 5:00 p.m.

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, (309) 671-7085

Exhibit F
Memorandum of Understanding

*** DOCUMENT TO BE KEPT UNDER SEAL***

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
ACCURIDE CORPORATION, *et al.*,[1]	Case No. 09-13449 (BLS)
Debtors.	Jointly Administered

Memorandum of Understanding

Michael R. Nestor (No. 3526)
Kara Hammond Coyle (No. 4410)
YOUNG CONAWAY STARGATT & TAYLOR, LLP
1000 West Street, 17th Floor
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

Dated: Wilmington, Delaware
November 3, 2009

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Accuride Corporation, a Delaware corporation (9077); Accuride Cuyahoga Falls, Inc., a Delaware corporation (9556); Accuride Distributing, LLC, a Delaware limited liability company (3124); Accuride EMI, LLC, a Delaware limited liability company (N/A); Accuride Erie L.P., a Delaware limited partnership (4862); Accuride Henderson Limited Liability Company, a Delaware limited liability company (8596); AKW General Partner L.L.C., a Delaware limited liability company (4861); AOT Inc., a Delaware corporation (3088); Bostrom Holdings, Inc., a Delaware corporation (9282); Bostrom Seating, Inc., a Delaware corporation (7179); Bostrom Specialty Seating, Inc., a Delaware corporation (4182); Brillion Iron Works, Inc., a Delaware corporation (6942); Erie Land Holding, Inc., a Delaware corporation (8018); Fabco Automotive Corporation, a Delaware corporation (9802); Gunite Corporation, a Delaware corporation (9803); Imperial Group Holding Corp. -1, a Delaware corporation (4007); Imperial Group Holding Corp. -2, a Delaware corporation (4009); Imperial Group, L.P., a Delaware limited partnership (4012); JAII Management Company, a Delaware corporation (N/A); Transportation Technologies Industries, Inc., a Delaware corporation (2791); and Truck Components Inc., a Delaware corporation (5407). The mailing address for Accuride Corporation is 7140 Office Circle, Evansville, Indiana 47715.

Exhibit G
Summary of October 2009 Bargaining

*** DOCUMENT TO BE KEPT UNDER SEAL***

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
ACCURIDE CORPORATION, *et al.*,[1]	Case No. 09-13449 (BLS)
Debtors.	Jointly Administered

Summary of October 2009 Bargaining

Michael R. Nestor (No. 3526)
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