



United States Government

NATIONAL LABOR RELATIONS BOARD

Region 7

Patrick V. McNamara Federal Building

477 Michigan Avenue - Room 300

Detroit, MI 48226-2569

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March 11, 2010

Lester A. Heltzer, Executive Secretary
National Labor Relations Board
1099 14th Street, N.W.
Washington, D.C. 20005-3419

RE: Smith Industrial Maintenance Corp. d/b/a Quanta
Case 7-CA-52097

Dear Sir:

Enclosed for electronic filing in the referenced matter are Counsel for the General Counsel's **Second** Motions to Transfer Case to and Continue Proceedings Before the Board and for Default Judgment. Copies have been served this day upon all parties of record, as shown on the attached Certificate of Service, in compliance with Section 102.114(a) and (i) of the Board's Rules and Regulations.

Thank you.

Respectfully,

Linda Rabin Hammell
Counsel for the General Counsel
Direct Ext.: (313) 226-3329

cc:
Bruce Smith, President, Quanta
Michael Jaafar, Atty., Quanta
William J. Karges, Atty., UAW

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D.C.

SMITH INDUSTRIAL MAINTENANCE CORPORATION,
d/b/a QUANTA

Respondent

CASE 7-CA-52097

and

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW), AFL-CIO,
and its LOCAL 174

Charging Party

**COUNSEL FOR THE GENERAL COUNSEL'S
SECOND MOTIONS TO TRANSFER CASE TO AND CONTINUE
PROCEEDINGS BEFORE THE BOARD AND FOR DEFAULT JUDGMENT**

Counsel for the General Counsel Linda Rabin Hammell moves, pursuant to Sections 102.24 and 102.50 of the Board's Rules and Regulations, to transfer the captioned case to, and continue proceedings before, the Board, and for default judgment on those allegations of the amended complaint not previously granted summary disposition, and in support of the motions, states as follows:

1. The charge was filed by the Charging Party on May 15, 2009, and a copy was served by regular mail on Respondent on May 18, 2009. Copies of the charge and the affidavit of service are attached as Exhibits A and B, respectively.

2. On July 31, 2009, the Regional Director for the Seventh Region issued a complaint and notice of hearing, to which Respondent did not file an answer. On September 14, 2009, counsel for General Counsel submitted a motion for default judgment, resulting in the Board's decision and order of January 29, 2010,¹ a copy of which is attached as Exhibit C. The Board granted the motion in part, but denied it, without prejudice, as to the allegations that Respondent (i) unlawfully caused the terminations of employees William Blunk, William Kachigian, James Powers, Kenneth Robinson, Welton Seawright, and John Blunk, and (ii) repudiated its contract with Charging Party UAW. (Exhibit C, slip op. at 2, fn. 3)

3. On February 10, the Regional Director issued an amended complaint and notice of hearing, and served the document upon Respondent by certified mail. Copies of the amended complaint and the affidavit of service are attached as Exhibits D and E, respectively. The amended complaint modifies paragraph 15 of the original complaint. Respondent received the amended complaint and notice of hearing on February 11, as shown by the signature of its owner and president Bruce Smith on the postal receipt, included as part of Exhibit E.

4. The amended complaint required an answer by February 24. When none was filed, the Regional Director advised Respondent, by letter dated February 25 sent by

¹ Hereafter, all dates are 2010, unless noted.

regular mail to both Respondent and its counsel, that Respondent had not filed an answer to the amended complaint, and that unless it filed an appropriate answer by March 4, a Motion for Default Judgment would be sought. Copies of the February 25 letter and the affidavit of service are attached as Exhibits F and G, respectively.

5. To date, Respondent has not filed any document purporting to be an answer. The February 25 letter (Exhibit F), which warned Respondent of the answer requirement and the consequences of failing to answer, has not been returned to the Region. An affidavit of the Regional Director, attached as Exhibit H, establishes these facts.

6. The modification of paragraph 15 of the amended complaint addresses Chairman Liebman's observation, in footnote 3 of the January 29 decision and order, that the theory of the constructive discharges could have been pleaded more clearly. Subparagraph 15(a) now alleges that Respondent's unilateral changes, all of which the Board found to be Section 8(a)(5) violations, constitute a failure by Respondent to adhere to the core economic provisions of the bargaining unit's labor agreement. Subparagraph 15(b) alleges that this evisceration of the labor contract is inherently destructive of employees' Section 7 rights. Subparagraph 15(c) concludes that these illegal unilateral actions caused the constructive discharges of the six named unit employees.

The unfair labor practices that caused employees to quit were Respondent's failure to pay its employees' basic wages, make their IRA contributions, provide them health insurance, and deduct and remit union dues. It is difficult to construe this unlawful conduct as anything less than an implied repudiation of the UAW as the employees' labor representative. Even if one resists reaching that conclusion, however, the resultant terminations must be deemed violative of Section 8(a)(3), as a matter of law, under the "Hobson's Choice" line of constructive discharge cases.

The Board, with court approval, finds that employees who quit, rather than work under conditions established in derogation of the statutory right to bargain, are constructively discharged in violation of Section 8(a)(3). *RCR Sportswear, Inc.*, 312 NLRB 513, 513-514 (1993); *Control Services*, 303 NLRB 481, 485 (1991), enfd. 975 F.2d 1551 (3rd Cir. 1992). Although a mere breach of contract is not enough to establish a violation, express total repudiation of a contract or a labor representative is not required. Instead, the evidence must simply support an inference of anti-union hostility, or show employer misconduct serious enough to eliminate the General Counsel's burden of proving such animus, as in *NLRB v. Great Dane Trailers*, 388 U.S. 26, 34 (1967). *Lively Electric, Inc.*, 316 NLRB 471, 472 (1995).

Applying the test just articulated, the Board has found Hobson's Choice constructive discharges to be violative, where the underlying unfair labor practices were decidedly less heinous or pervasive than those committed by Respondent in the case at bar. In *Control Services*, for example, employees quit in response to reductions in their hours and the elimination of their health insurance. In *Intercon I (Zercom)*, 333 NLRB

223 (2001), a union activist quit after being told she had four days to improve her negative attitude. In contrast, Respondent not only stripped fringe benefits from the employees' contract, but even flouted the fundamental obligation to pay basic wages for work performed.

The unilateral changes referenced in paragraph 15 deprived employees of the central economic fruits of their union contract. The deprivation was inherently destructive of employees' statutory rights. The unfair labor practices caused employees to quit. These are the essential elements of a Hobson's Choice constructive discharge. These elements are uncontested and, as established below, deemed admitted. The Board therefore need not decide any fact questions, such as the nexus between Respondent's misconduct and the employees' departures. It need decide only whether the undisputed facts and conclusions pleaded in the amended complaint amount to a violation. We urge the Board to make the Section 8(a)(3) constructive discharge findings that case law warrants and no party denies.

7. Respondent's actual receipt of the amended complaint on February 11 establishes the validity of the address to which the Region sent all of the foregoing documents to Respondent. Further, the Board is warranted to conclude that the February 25 letter was received by both addressees, because neither copy has been returned by the U. S. Postal Service as refused, undeliverable, or otherwise unclaimed. See *Cherry Auto Parts, Inc.*, 354 NLRB No. 10, fn. 2 (Apr. 30, 2009); *National Specialties Installations, Inc.*, 350 NLRB No. 79, fn. 3 (Aug. 28, 2007) (unpublished summary disposition); *Lite*

Flight, Inc., 285 NLRB 649, 650 (1987), enfd. sub nom. *NLRB v. Sherman*, 843 F.2d 1392 (6th Cir. 1988) (unpublished).

8. In the amended complaint and notice of hearing, Respondent was advised as follows:

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, and may file an answer only to, paragraphs 15, 18, 19, and that part of 20 referencing paragraphs 15 and 18, of the amended complaint. **The answer must be received by this office on or before February 24, 2010, or postmarked on or before February 23, 2010.** 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. . . . The answer may **not** be filed by facsimile transmission. If no answer is filed, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the amended complaint, not previously granted summary disposition, are true.

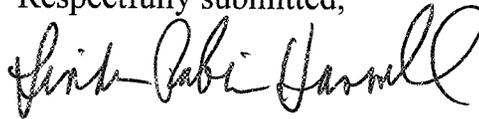
9. Section 102.20 of the Board's Rules and Regulations provides, *inter alia*:
"All allegations in the complaint, if no answer is filed . . . shall be deemed to be admitted to be true and shall be so found by the Board, unless good cause to the contrary is shown."

10. Because no answer has been filed to the amended complaint, and no good cause has been claimed or shown, all allegations of the amended complaint, not previously granted summary disposition, should be deemed to be admitted and found to be true. *Thoele Asphalt Paving, Inc.*, 354 NLRB No. 69 (August 27, 2009); *Dodge Printing, LLC*, 354 NLRB No. 67 (August 26, 2009).

WHEREFORE, Counsel for the General Counsel respectfully moves:

1. That this case and these motions be transferred to the Board and ruled on immediately so that in the event the motions are granted, the necessity and expense of a hearing involving Respondent will be obviated.
2. That all allegations of the amended complaint not previously disposed of by the Board's January 29 decision and order be deemed to be admitted to be true, and so found by the Board, and that Respondent be found by the Board to have violated Sections 8(d) and 8(a)(1), (3), and (5) of the National Labor Relations Act, without taking evidence in support of the amended complaint.
3. That the Board issue a decision containing findings of fact, conclusions of law, and an order, all consistent with the allegations in the amended complaint against Respondent and the prayer for relief set forth therein.

Respectfully submitted,



Linda Rabin Hammell
Counsel for the General Counsel
National Labor Relations Board
Seventh Region
Patrick V. McNamara Federal Building
477 Michigan Avenue - Room 300
Detroit, Michigan 48226-2569
Direct Tel.: (313) 226-3329
Fax: (313) 226-2090

Dated: March 11, 2010

INTERNET
FORM NLRB-801
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
7-CA-52097	5-15-09

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Quanta Corporation		b. Tel. No. 734-282-3044
		c. Cell No.
		f. Fax No. 734-282-3047
d. Address (Street, city, state, and ZIP code) 15801 Huron Street Taylor, MI 48180		e. Employer Representative Bruce Smith
		g. e-Mail
		h. Number of workers employed 15
i. Type of Establishment (factory, mine, wholesaler, etc.) Factory	j. Identify principal product or service Clean Chemical Totes	

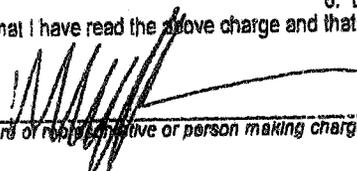
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 3 and 5 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)
 During the last six month the Employer has violated the Act by:
 (a) repudiating the collective bargaining agreement;
 (b) constructively discharging employees;
 (c) direct dealing with employees;
 (d) failing to pay into 401(k) plan;
 (e) failing to maintain health insurance;
 (f) failing to forward union dues to the Union; and
 (g) failing to accept and process grievances.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
 International Union, United Automobile, Aerospace & Agricultural Implement Workers of America, UAW and its Local 174

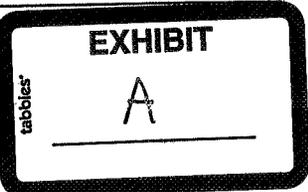
4a. Address (Street and number, city, state, and ZIP code) 8000 East Jefferson Ave. Detroit, MI 48334		4b. Tel. No. 313-926-5216
		4c. Cell No.
		4d. Fax No. 313-926-5240
		4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
 International Union, United Automobile, Aerospace & Agricultural Implement Workers of America, UAW

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. 313-926-5216
By  (signature of representative or person making charge)		Office, if any, Cell No. 313-605-0738
William J. Karges, Assoc. Gen. Counsel (Print type name and title or office, if any)		Fax No. 313-296-5240
Address 8000 East Jefferson Ave., Detroit, MI 48334		e-Mail wkarges@uaw.net
		May 15, 2009 (date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
 PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is for processing unfair labor practice and related proceedings or litigation. The routine uses for the information are: (1) to process unfair labor practice and related proceedings or litigation; (2) to conduct research and analysis; (3) to disseminate information to the public; (4) to provide information to the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of information is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



FORM NLRB-877
(4-82)

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

Quanta Corp.

Case 7-CA-52097

DATE OF MAILING: May 18, 2009
AFFIDAVIT OF SERVICE OF CHARGE

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Mr. Bruce Smith
Quanta Corp.
15801 Huron St.
Taylor, MI 48180

Mr. Bill Karges
Assoc. Gen. Counsel
Int'l Union UAW & Local 174
8000 E. Jefferson
Detroit, MI 48334

Designated Agent

Linda J. Balash

NATIONAL LABOR RELATIONS BOARD

EXHIBIT

B

tabbles

NOTICE: This opinion is subject to formal revision before publication in the bound volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.

Smith Industrial Maintenance Corporation d/b/a Quanta and International Union, United Automobile, Aerospace And Agricultural Implement Workers of America (UAW), AFL-CIO, and its Local 174. Case 7-CA-52097

January 29, 2010

DECISION AND ORDER

BY CHAIRMAN LIEBMAN AND MEMBER SCHAUMBER

The General Counsel seeks a default judgment in this case on the ground that the Respondent has failed to file an answer to the complaint. Upon a charge filed by the Union on May 15, 2009, the General Counsel issued the complaint on July 31, 2009, against Smith Industrial Maintenance Corporation d/b/a Quanta, the Respondent, alleging that it has violated Section 8(a)(3) and (5) of the Act. The Respondent failed to file an answer.

On September 16, 2009, the General Counsel filed a Motion for Default Judgment with the Board. Thereafter, on September 17, 2009, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

Ruling on Motion for Default Judgment¹

Section 102.20 of the Board's Rules and Regulations provides that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively stated that unless an answer was received by August 14, 2009,

¹ Effective midnight December 28, 2007, Members Liebman, Schaumber, Kirsanow, and Walsh delegated to Members Liebman, Schaumber, and Kirsanow, as a three-member group, all of the Board's powers in anticipation of the expiration of the terms of Members Kirsanow and Walsh on December 31, 2007. Pursuant to this delegation, Chairman Liebman and Member Schaumber constitute a quorum of the three-member group. As a quorum, they have the authority to issue decisions and orders in unfair labor practice and representation cases. See Sec. 3(b) of the Act. See *Teamsters Local 523 v. NLRB*, ___ F.3d ___, 2009 WL 4912300 (10th Cir. Dec. 22, 2009), *Narricot Industries, L.P. v. NLRB*, 587 F.3d 654 (4th Cir. 2009); *Snell Island SNF LLC v. NLRB*, 568 F.3d 410 (2d Cir. 2009), petition for cert. filed 78 U.S.L.W. 3130 (U.S. Sept. 11, 2009) (No. 09-328); *New Process Steel v. NLRB*, 564 F.3d 840 (7th Cir. 2009), cert. granted ___ S.Ct. ___, 2009 WL 1468482 (U.S. Nov. 2, 2009); *Northeastern Land Services v. NLRB*, 560 F.3d 36 (1st Cir. 2009), petition for cert. filed 78 U.S.L.W. 3098 (U.S. Aug. 18, 2009) (No. 09-213). But see *Laurel Baye Healthcare of Lake Lanier, Inc. v. NLRB*, 564 F.3d 469 (D.C. Cir. 2009), petition for cert. filed 78 U.S.L.W. 3185 (U.S. Sept. 29, 2009) (No. 09-377).

the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the General Counsel's motion disclose that the Region, by letter dated August 17, 2009, notified the Respondent that unless an answer was received by August 24, 2009, a motion for default judgment would be filed.²

In the absence of good cause being shown for the failure to file an answer or a response to the Notice to Show Cause, we deem the allegations in the complaint to be admitted as true. We grant the General Counsel's Motion for Default Judgment in part, and deny it in part.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent, a corporation with an office and place of business in Taylor, Michigan, has been engaged in the business of cleaning, selling, and repairing intermediate bulk containers and chemical totes.

During the 12-month period preceding the issuance of the complaint, a representative period, the Respondent, in conducting its business operations described above, provided services valued in excess of \$50,000 to enterprises located outside the State of Michigan, and derived gross revenues in excess of \$1 million.

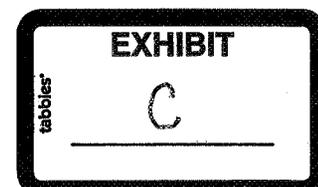
We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO (the International Union) and its Local 174 (Local 174), collectively the Union, is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

The following employees (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, shipping inspection employees, and truck drivers employed by

² The General Counsel's motion for default judgment indicates that both the complaint and the August 17, 2009 reminder letter were sent to the Respondent by certified mail, return receipt requested. Although no return receipt was received for the complaint, the Region received a return receipt for the August 17, 2009 letter, showing that it was delivered to the Respondent. Further, on August 24, 2009, the Regional Director received a letter by facsimile transmission from the Respondent requesting an unspecified extension of time to file an answer to the complaint, and the Region granted an extension of time by Order dated September 2, 2009. However, no answer was filed.



the Respondent, but excluding office clerical employees, and guards and supervisors as defined in the Act.

Since at least May 1, 2004, and at all material times, the International Union has been the designated exclusive collective-bargaining representative of the unit, and has been so recognized by the Respondent. This recognition is embodied in successive collective-bargaining agreements, the most recent of which was effective May 1, 2006, to April 30, 2009, and extended on April 23, 2009, for an additional 1-year term through April 30, 2010 (the current contract).

At all material times since at least May 1, 2004, based on Section 9(a) of the Act, the International Union has been the exclusive collective-bargaining representative of the unit.

At all material times until about February 2009, the International Union designated Local 174 as its servicing representative of the unit.

Since about February 2009, the International Union has functioned as servicing representative of the unit.

At all material times, the following individuals held the positions set forth opposite their names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act, and its agents within the meaning of Section 2(13) of the Act:

Bruce Smith	Owner and President
Brian Smith	Operations Manager
Randy Eick	Account Manager

1. Since about late 2007, the Respondent has failed to make Independent Retirement Account (IRA) contributions for eligible unit employees, as required by article XIII of the current contract.

2. Since about August 1, 2008, the Respondent has intermittently failed to compensate the unit at all for work they performed, as required by article XII, section 1, and by Exhibit A, of the current contract.

3. Since about October 31, 2008, the Respondent has failed to provide health insurance for the unit, as required by article XII, section 2, of the current contract.

4. Since about November 18, 2008, the Respondent has failed to deduct and remit union dues from those unit employees who authorized the deductions, as required by article II, sections 2 and 3, of the current contract.

5. The subjects described in paragraphs 1 through 4 relate to wages, hours, and other terms and conditions of employment of the unit, and are mandatory subjects for the purposes of collective bargaining.

6. The Respondent engaged in the conduct described in paragraphs 1 through 4 without the consent of the Union, and in violation of Section 8(d) of the Act.³

7. About May 7, 2009, the Respondent, by its agent Bruce Smith, refused to accept a contractual grievance filed by the Union on behalf of unit employee William Kachigian, or to bargain with the Union about the grievance.

8. About May 11, 2009, by its agent Randy Eick, and about May 13, 2009, by its agent Bruce Smith, the Respondent bypassed the Union and dealt directly with the unit regarding the subject matter of the rejected grievance described in paragraph 7 and the terms of unit employee William Kachigian's reinstatement.

CONCLUSION OF LAW

By the conduct described above, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees, within the meaning of Section 8(d) of the Act, in violation of Section 8(a)(5) and (1) of the Act, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent has violated Section 8(a)(5) and (1) by violating the provisions of its current contract with the Union by failing to (1) make IRA contributions; (2) compensate unit employees for work they performed; (3) provide health insurance; (4) deduct and remit union dues pursuant to valid dues-checkoff authorizations; and (5) accept and bargain with the Union about a contractual grievance filed on behalf of a unit employee, we shall

³ In the absence of a majority to grant the General Counsel's Motion for Default Judgment as to the allegations that the Respondent (1) unlawfully caused the terminations of its employees William Blunk, William Kachigian, James Powers, Kenneth Robinson, Welton Seawright, and John Blunk, and (2) repudiated its contract with the Union, we deny the motion as to these allegations without prejudice.

In Chairman Liebman's view, the complaint—while it could be clearer—adequately pleads the constructive discharge of the named employees under existing law. See, e.g., *RCR Sportswear, Inc.*, 312 NLRB 513, 513-514 (1993), *enfd.* 37 F.3d 1488 (3d Cir. 1994); *Control Services*, 303 NLRB 481, 485 (1991), *enfd.* 975 F.2d 1551 (3d Cir. 1992). The Board has "found constructive discharges in the absence of express total repudiation of the employees' bargaining representative," where employers have failed to honor provisions of a collective-bargaining agreement and so required employees to work under unlawfully-imposed conditions. *Lively Electric, Inc.*, 316 NLRB 471, 472 (1995).

order the Respondent to honor the terms and conditions of its current contract with the Union, and any further automatic renewal or extension of it, until a new agreement or good-faith impasse in negotiations is reached. In addition, in order to remedy the violations of the agreement, we shall order the Respondent to make whole the unit employees for any loss of earnings and other benefits they may have suffered as a result of the Respondent's failure to compensate unit employees for work they performed. Such amounts are to be computed in the manner set forth in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).⁴ In addition, we shall order the Respondent to restore the employees' health insurance coverage and to make all contractually-required IRA contributions that have not been made since late 2007, including any additional amounts due the funds in accordance with *Merryweather Optical Co.*, 240 NLRB 1213, 1216 fn. 7 (1979).⁵ Further, the Respondent shall be required to reimburse unit employees for any expenses ensuing from its failure to make the required IRA and health insurance contributions, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891, 891 fn. 2 (1980), enfd. mem. 661 F. 2d 940 (9th Cir. 1981).⁶

In addition, we shall order the Respondent to deduct and remit union dues pursuant to valid dues-checkoff authorizations that have not been deducted since November 18, 2008, with interest as prescribed in *New Horizons for the Retarded*, supra.

Further, we shall order the Respondent to cease and desist from bypassing the Union and dealing directly with unit employees regarding the subject matter of rejected grievances and the terms of reinstatement of unit employees, and we shall affirmatively order the Respondent to accept and bargain with the Union about the contractual grievance filed on behalf of unit employee William Kachigian.

⁴ In the complaint, the General Counsel seeks interest computed on a compounded quarterly basis for any backpay or other monetary awards. Having duly considered the matter, we are not prepared at this time to deviate from our current practice of assessing simple interest. See, e.g., *Glen Rock Ham*, 352 NLRB 516, 516 fn. 1 (2008), citing *Rogers Corp.*, 344 NLRB 504 (2005).

⁵ To the extent that an employee has made personal contributions to a benefit or other fund that have been accepted by the fund in lieu of the Respondent's delinquent contributions to the funds during the period of the delinquency, the Respondent will reimburse the employee, but the amount of such reimbursement will constitute a setoff to any amount that the Respondent otherwise owes the funds.

⁶ The General Counsel's request regarding IRA contributions due prior to April 30, 2009, can be addressed at the compliance stage of this proceeding.

ORDER

The National Labor Relations Board orders that the Respondent, Smith Industrial Maintenance Corporation d/b/a Quanta, Taylor, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Violating the provisions of its current contract with International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO (the International Union) and its Local 174 (Local 174), collectively the Union, by failing to (1) make IRA contributions; (2) compensate unit employees for work they performed; (3) provide health insurance; (4) deduct and remit union dues pursuant to valid dues-checkoff authorizations; and (5) accept and bargain with the Union about contractual grievances filed on behalf of unit employees. The appropriate unit is:

All production and maintenance employees, shipping inspection employees and truck drivers employed by the Respondent, but excluding office clerical employees, and guards and supervisors as defined in the Act.

(b) Bypassing the Union and dealing directly with unit employees regarding the subject matter of rejected grievances and the terms of reinstatement of unit employees.

(c) Refusing to accept and bargain with the Union about the contractual grievance filed on behalf of unit employee William Kachigian.

(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) Honor the terms and conditions of its current contract with the Union, and any further automatic renewal or extension of it, until a new agreement or good-faith impasse in negotiations is reached, and make whole the unit employees for any loss of earnings and other benefits they may have suffered as a result of the Respondent's violation of the provisions of the agreement relating to payment for work performed by unit employees, with interest, in the manner set forth in the remedy section of this decision.

(b) Make all IRA contributions that have not been made since late 2007, and reimburse unit employees for any expenses ensuing from its failure to make the required IRA contributions, with interest, in the manner set forth in the remedy section of this decision.

(c) Restore health insurance coverage for the unit employees and reimburse unit employees for any expenses ensuing from its failure to make the required payments,

with interest, in the manner set forth in the remedy section of this decision.

(d) Deduct and remit union dues pursuant to valid dues-checkoff authorizations that have not been deducted since November 18, 2008, with interest, in the manner set forth in the remedy section of this decision.

(e) Accept and bargain with the Union about the contractual grievance filed on behalf of unit employee William Kachigian.

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

(g) Within 14 days after service by the Region, post at its facility in Taylor, Michigan, copies of the attached notice marked "Appendix."⁷ Copies of the notice, on forms provided by the Regional Director for Region 7, 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 December 2007.

(h) 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. January 29, 2010

Wilma B. Liebman, Chairman

Peter C. Schaumber, Member

(SEAL) 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 violate the provisions of our current contract with International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO (the International Union) and its Local 174 (Local 174), collectively the Union, by failing to (1) make IRA contributions; (2) compensate unit employees for work they performed; (3) provide health insurance; (4) deduct and remit union dues pursuant to valid dues-checkoff authorizations; and (5) accept and bargain with the Union about contractual grievances filed on behalf of unit employees.

WE WILL NOT bypass the Union and deal directly with unit employees regarding the subject matter of rejected grievances and the terms of reinstatement of unit employees.

WE WILL NOT refuse to accept and bargain with the Union about the contractual grievance filed on behalf of unit employee William Kachigian.

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 honor the terms and conditions of our current contract with the Union, and any further automatic re-

⁷ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

newal or extension of it, until a new agreement or good-faith impasse in negotiations is reached, and WE WILL make whole the unit employees for any loss of earnings and other benefits they may have suffered as a result of our violation of the provisions of the agreement relating to IRA contributions, work performed by unit employees, health insurance, and the contractual grievance filed by the Union, with interest.

WE WILL make all IRA contributions that have not been made since late 2007, and WE WILL reimburse unit employees for any expenses ensuing from our failure to make the required IRA contributions, with interest.

WE WILL restore health insurance coverage for the unit employees and reimburse unit employees for any expenses ensuing from our failure to make the required payments, with interest.

WE WILL accept and bargain with the Union about the contractual grievance filed on behalf of unit employee William Kachigian.

WE WILL deduct and remit union dues pursuant to valid dues-checkoff authorizations that have not been deducted since November 18, 2008, with interest.

SMITH INDUSTRIAL MAINTENANCE
CORPORATION D/B/A QUANTA

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SEVENTH REGION**

**SMITH INDUSTRIAL MAINTENANCE CORPORATION
d/b/a QUANTA**

Respondent

and

CASE 7-CA-52097

**INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW), AFL-CIO,
and its LOCAL 174**

Charging Party

AMENDED COMPLAINT AND NOTICE OF HEARING

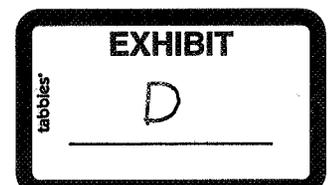
The Charging Party has charged that Respondent has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Section 151 et seq. Based thereon, the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, issues this Amended Complaint and Notice of Hearing and alleges as follows:

1. The charge in this proceeding was filed by the Charging Party on May 15, 2009, and a copy was served by regular mail on Respondent on May 18, 2009.

2. At all material times, Respondent, a corporation, with an office and place of business in Taylor, Michigan, herein called the Taylor facility, has been engaged in the business of cleaning, selling, and repairing intermediate bulk containers (IBCs) and chemical totes.

3. (a) During the last 12 months, a representative period, Respondent, in conducting its business operations described in paragraph 2, provided services valued in excess of \$50,000 to enterprises located outside the State of Michigan.

(b) During the same time period, Respondent, in conducting its business operations described in paragraph 2, derived gross revenues in excess of \$1,000,000.



4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

5. At all material times, each of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO (herein International Union) and its Local 174 (herein Local 174), has been a labor organization within the meaning of Section 2(5) of the Act.

6. All production and maintenance employees, shipping inspection employees, and truck drivers employed by Respondent, but excluding office clerical employees, and guards and supervisors as defined in the Act (herein the Unit), constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

7. (a) Since at least May 1, 2004, and at all material times, the International Union has been the designated exclusive collective-bargaining representative of the Unit, and has been so recognized by Respondent. This recognition is embodied in successive collective-bargaining agreements, the most recent of which was effective May 1, 2006, to April 30, 2009, and extended on April 23, 2009, for an additional one-year term through April 30, 2010 (herein the current contract).

(b) At all material times since at least May 1, 2004, based on Section 9(a) of the Act, the International Union has been the exclusive collective-bargaining representative of the Unit.

(c) At all material times until about February 2009, the International Union designated Local 174 as its servicing representative of the Unit.

(d) Since about February 2009, the International Union has functioned as servicing representative of the Unit.

8. At all material times, the following individuals held the positions set forth opposite their names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act, and its agents within the meaning of Section 2(13) of the Act:

Bruce Smith	Owner and President
Brian Smith	Operations Manager
Randy Eick	Account Manager

9. Since about late 2007, Respondent has failed to make Independent Retirement Account (IRA) contributions for eligible Unit employees, as required by Article XIII of the current contract.

10. Since about August 1, 2008, Respondent has intermittently failed to compensate the Unit at all for work they performed, as required by Article XII, section 1, and by Exhibit A, of the current contract.

11. Since about October 31, 2008, Respondent has failed to provide health insurance for the Unit, as required by Article XII, section 2, of the current contract.

12. Since about November 18, 2008, Respondent has failed to deduct and remit union dues from those Unit employees who authorized the deductions, as required by Article II, sections 2 and 3, of the current contract.

13. The subjects described in paragraphs 9 through 12 relate to wages, hours, and other terms and conditions of employment of the Unit, and are mandatory subjects for the purposes of collective bargaining.

14. (a) Respondent engaged in the conduct described in paragraphs 9 through 12 without the consent of the Charging Party, and in violation of Section 8(d) of the Act.

(b) Respondent engaged in the conduct described in paragraphs 9 through 11 without giving notice to the Charging Party until about mid-February 2009.

15. (a) By the conduct described in paragraphs 9 through 12, and 14, Respondent is failing to adhere to the core economic provisions of its current contract with the Charging Party.

(b) Respondent's conduct described in paragraphs 9 through 12, and 14, is inherently destructive of employee rights guaranteed in Section 7 of the Act.

(c) By the conduct described in paragraphs 9 through 12, and 14, Respondent caused the termination of its employees William Blunk, William Kachigian, James Powers, Kenneth Robinson, and Welton Seawright about May 1, 2009, and caused the termination of its employee John Blunk about May 4, 2009.

16. About May 7, 2009, Respondent, by its agent Bruce Smith, refused to accept a contractual grievance filed by the Charging Party on behalf of Unit employee William Kachigian, or to bargain with the Charging Party about the grievance.

17. About May 11, 2009, by its agent Randy Eick, and about May 13, 2009, by its agent Bruce Smith, Respondent bypassed the Charging Party, and dealt directly with the Unit, regarding the subject matter of the rejected grievance described in paragraph 16, and the terms of Unit employee William Kachigian's reinstatement.

18. By the conduct described in paragraphs 9 through 12, and 14 through 17, Respondent is repudiating its current contract with the Charging Party.

19. By the conduct described in paragraph 15, 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.

20. By the conduct described in paragraphs 9 through 12, and 14 through 18, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees, within the meaning of Section 8(d) of the Act, in violation of Section 8(a)(1) and (5) of the Act.

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

WHEREFORE, it is prayed that Respondent be ordered to:

1. Cease and desist from:

(a) engaging in the conduct described in paragraphs 9 through 12, and 14 through 18, or in any like or related manner interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act;

(b) engaging in the conduct described in paragraph 15, or in any like or related manner discriminating in regard to the hire or tenure or terms and conditions of employment of its employees, thereby discouraging membership in the Charging Party or any other labor organization;

(c) engaging in the conduct described in paragraphs 9 through 12, and 14 through 18, or in any like or related manner failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of the Unit.

2. Affirmatively:

(a) Pay the Unit all contractual wages due and owing since August 1, 2008, with interest compounded quarterly;

(b) Restore health insurance benefits for the Unit as required by the current contract, and reimburse all Unit employees, with interest compounded quarterly, for all health expenses they incurred since October 31, 2008, due to the lapse in coverage;

(c) Make all IRA contributions required since April 30, 2009, by the current contract, with interest compounded quarterly; IRA contributions due and owing prior to April 30, 2009, will be handled under the settlement, Board Order, and any subsequent compliance litigation in Case 7-CA-50189;

(d) Remit to the Charging Party an amount equal to the aggregate union dues that should have been deducted and remitted since November 18, 2008, plus interest compounded quarterly;

(e) Offer to John Blunk, William Blunk, William Kachigian, James Powers, Kenneth Robinson, and Welton Seawright, full and immediate reinstatement to their former jobs, or, if their former jobs are no longer available, to substantially equivalent positions of employment, in either case at the wages and with the full seniority and benefits to which the current contract entitles them; remove from all Respondent's files and records any reference to their constructive discharges, and advise them, in writing, that it has done so and will not hold said actions against them in the future; and make them whole by the payment of backpay from the date of their constructive discharges, with interest compounded quarterly;

(f) Accept the grievance dated May 7, 2009, regarding William Kachigian, and bargain in good faith with the Charging Party regarding it;

(g) Upon request, bargain in good faith with the Charging Party regarding the wages, hours, and terms and conditions of employment of the Unit;

(h) Post appropriate notices.

The General Counsel further prays for such other relief as may be just and proper to remedy the unfair labor practices herein alleged.

ANSWER REQUIREMENT

By decision and order dated January 29, 2010, reported at 355 NLRB No. 8, the Board granted the General Counsel's motion for default judgment as to all allegations in the foregoing amended complaint except paragraphs 15, 18, 19, and that part of 20 referencing paragraphs 15 and 18. Accordingly, 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, and may file an answer only to, paragraphs 15, 18, 19, and that part of 20 referencing paragraphs 15 and 18, of the amended complaint. **The answer must be received by this office on or before February 24, 2010, or postmarked on or before February 23, 2010.** 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 <http://www.nlr.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. 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 Section 102.21. If an 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 electronic filing.

Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may **not** be filed by facsimile transmission. If no answer is filed, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the amended complaint, not previously granted summary disposition, are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on April 8, 2010, at 10:00 a.m., at Room 300, Patrick V. McNamara Federal Building, 477 Michigan Avenue, Detroit, Michigan, and on

consecutive days thereafter until concluded, a hearing will be conducted 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.

Dated at Detroit, Michigan, this 10th day of February, 2010.

/s/ Stephen M. Glasser

(SEAL)

Stephen M. Glasser, Regional Director
National Labor Relations Board, Region 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, Michigan 48226

SENDER'S USE ONLY

1. Article Addressed to:
 Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits

Signature: *[Handwritten Signature]*
 Received by (Printed Name): **Bruce Smith**
 C. Date of Delivery: **2-11-10**
 D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

Smith Industrial Maintenance Corp.
 d/b/a Quanta
 Attn: Bruce Smith, President
 15801 Huron Street
 Taylor, MI 48180

Article Type:
 Certified Mail
 Registered Mail
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 C.O.D.

4. Restricted Delivery? (Extra Fee) Yes No

Complaint
7CA52097

PS Form 3811, August 2001

7004 2510 0001 4357 2656

US Postal ServiceTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

For delivery information visit our website at www.usps.com

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here

Sent To: _____
 Street, Apt. No., or PO Box No. _____
 City, State, Zip+4 _____

PS Form 3800, June 2002 See Reverse for Instructions



United States Government

NATIONAL LABOR RELATIONS BOARD

Region 7

477 Michigan Avenue – Room 300

Detroit, Michigan 48226-2569

Telephone: (313) 226-3200

FAX: (313) 226-2090

February 25, 2010

Smith Industrial Maintenance Corp.

d/b/a Quanta

Attn: Bruce Smith, President

15801 Huron Street

Taylor, MI 48180

Re: Smith Industrial Maintenance Corporation

d/b/a Quanta

Case 7-CA-52097

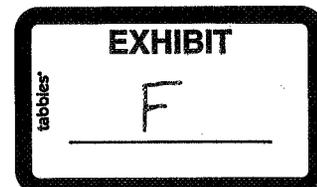
Dear Mr. Smith:

According to our records, the Respondent has not filed an answer to the Amended Complaint and Notice of Hearing (hereinafter Complaint) which issued in this case on February 10, 2010. As you were advised at the time Complaint issued, Respondent is required to file an original and four copies of an Answer to the Complaint on or before February 24, 2010. This is pursuant to the Board's Rules and Regulations, Sections 102.20 and 102.21.

Any answer to the Complaint filed now would be untimely and should be accompanied by a statement indicating the reason for its late submission.

Please be advised that unless you comply with the Board's Rules and Regulations with respect to the filing of an appropriate Answer by *Thursday, March 4, 2010*, we will have no alternative but to file a Motion for Default Judgment with the Board and, if granted, all the allegations in the Complaint would be deemed admitted as true.

In the event you are having problems meeting the time requirements as to filing an Answer, please be advised that you may receive an extension of time, pursuant to Section 102.22 of the Board's Rules and Regulations, by submitting proper cause therefore to the Regional Director. A letter to the Regional Director with copies to the other parties setting forth the reason for the request will suffice. Your request will be ruled upon promptly.



If you have any questions or requests concerning this letter or the Board's Rules, please call the agent to whom the case is assigned or in his/her absence, the immediate supervisor or me.

Thank you for your kind cooperation.

Very truly yours,

Raymond Kassab
Acting Regional Director

Cc:

Michael Jaafar, Esq.
Bankruptcy Counsel
23400 Michigan Avenue. Ste. 110
Dearborn, MI 48124

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

SMITH INDUSTRIAL MAINTENANCE CORPORATION d/b/a
QUANTA

Respondent

and

Case 7-CA-52097

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW), AFL-CIO and its
LOCAL 174

Charging Union

DATE OF MAILING: February 25, 2010

AFFIDAVIT OF SERVICE OF: Letter Requesting Answer

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Smith Industrial Maintenance Corp.
d/b/a Quanta
Attn: Bruce Smith, President
15801 Huron Street
Taylor, MI 48180

Michael Jaafar, Esq.
Bankruptcy Counsel
23400 Michigan Avenue. Ste. 110
Dearborn, MI 48124

Linda L. Tyler

Subscribed and sworn to before me this 25th day
of February 2010.

Designated Agent
Linda L. Tyler, NOTARY PUBLIC
Wayne County, Michigan -12-5-2013
NATIONAL LABOR RELATIONS BOARD

EXHIBIT

tabbles

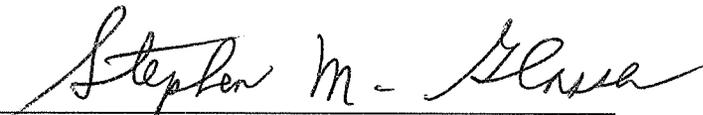
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be served on Respondent a copy of the unfair labor practice charge; an amended complaint and notice of hearing dated February 10, 2010; and a letter dated February 25, 2010, requiring an answer to be filed by March 4, 2010.

3. None of the foregoing documents that I caused to be served on Respondent has been returned by the U. S. Postal Service as refused, undeliverable, or otherwise unclaimed. A signed receipt for the February 10 amended complaint was returned by the U. S. Postal Service to the Region.

4. To date, Respondent has not filed any document purporting to be an answer to the amended complaint.

I certify under penalty of perjury that the foregoing is true and correct.



Stephen M. Glasser

Subscribed and sworn to before
me at Detroit, Michigan,
this 11th day of March, 2010.



Sandra L. Roegner
Notary Public, State of Michigan
County of Washtenaw
My commission expires: 11/27/2002
Acting in the County of Wayne
National Labor Relations Board

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D.C.

SMITH INDUSTRIAL MAINTENANCE CORPORATION,
d/b/a QUANTA

Respondent

and

CASE 7-CA-52097

INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA (UAW), AFL-CIO,
and its LOCAL 174

Charging Party

**CERTIFICATE OF SERVICE OF
COUNSEL FOR THE GENERAL COUNSEL'S SECOND MOTIONS
TO TRANSFER CASE TO AND CONTINUE PROCEEDINGS BEFORE THE
BOARD AND FOR DEFAULT JUDGMENT**

I, the undersigned employee of the National Labor Relations Board, certify that on March 11, 2010, I caused the above-entitled document to be filed / served upon the following persons, by electronic and overnight delivery service, as follows:

ELECTRONIC FILING / SERVICE

Lester A. Heltzer, Executive Secretary
National Labor Relations Board
1099 14th Street, N.W.
Washington, D.C. 20005-3419
NLRB's E-Filing System

Smith Industrial Maintenance Corp. d/b/a Quanta
15801 Huron St.
Taylor MI 48180
Attn.: Bruce Smith, President
bruce@quantacontainers.com

Michael Jaafar, Atty.
Quanta Bankruptcy Counsel
23400 Michigan Ave., #110
Dearborn MI 48124
michaeljaafar@jaafarandmahdi.com

ELECTRONIC FILING / SERVICE (cont'd)

Int'l. Union, UAW and its Local 174
8000 E. Jefferson Ave.
Detroit MI 48334
Attn.: William J. Karges, Assoc. Gen. Counsel
wkarges@uaw.net

OVERNIGHT DELIVERY

Bruce Smith
9885 Hawthorn Glen Drive
Grosse Ile MI 48138



Linda Rabin Hammell