

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

**CORRECTION**

On September 30, 2010, the National Labor Relations Board issued a Decision and Order in the above-entitled proceeding in which an inadvertent error appears. The "appropriate unit of employees" was omitted from the Board's notice. On page 7 the first paragraph beginning with "WE WILL NOT" reads:

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 Independent Retirement Account (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.

It should read:

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 Independent Retirement Account (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.

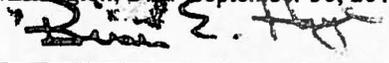
Please substitute the attached pages 7-8 for those previously issued.

Dated, Washington, D.C. December 14, 2010

with a choice between surrendering their collectively bargained contract rights or quitting.

Federal courts have insisted on "carefully cabin[ing] the theory of constructive discharge, '[b]ecause [such] claim[s] [are] so open to abuse by those who leave employment of their own accord.'" *Honor v. Booz-Allen & Hamilton, Inc.*, 383 F.3d 180, 187 (4th Cir. 2004) (a Title VII case) (quoting *Paroline v. Unisys Corp.*, 879 F.2d 100, 114 (4th Cir. 1989)). The Board can do no less, even when deciding a case on the merits of the uncontroverted complaint pleadings, when the facts alleged in the complaint are inconsistent with its legal claim. I would therefore deny the renewed motion for default judgment with respect to the constructive discharge allegations.

Dated, Washington, D.C. September 30, 2010

  
 Brian E. Hayes,

Member

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 Independent Retirement Account (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.

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 repudiate the provisions of our 2006-2009 collective-bargaining agreement with the Union, as extended.

WE WILL NOT cause the termination of unit employees by engaging in conduct that is inherently destructive of their statutory rights.

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 renewal 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.

WE WILL, within 14 days from the date of the Board's Order, offer William Blunk, William Kachigian, James Powers, Kenneth Robinson, Welton Seawright, and John Blunk full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make William Blunk, William Kachigian, James Powers, Kenneth Robinson, Welton Seawright, and John Blunk whole for any loss of earnings and other benefits resulting from their terminations, less any net interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful terminations of William Blunk, William Kachigian, James Powers, Kenneth Robinson, Welton Seawright, and John Blunk, and WE WILL, within 3 days thereafter, notify them in writing that this has been done and that the unlawful terminations will not be used against them in any way.

SMITH        INDUSTRIAL        MAINTENANCE  
CORPORATION D/B/A QUANTA