

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13**

**QAWASMI TRADING INC. d/b/a GREEN WAY
GLASS & MIRROR & WOODWORKING d/b/a
TEMP TECH GLASS**

and

**GREEN WAY GLASS & MIRROR &
WOODWORKING**

**Cases: 13-CA-226275
13-CA-228751**

and

TEMP-TECH INDUSTRIES, INC.

and

**Cases 13-CA-228751
13-CA-226275**

**GLAZIERS ARCHITECTURAL METAL
WORKERS LOCAL 27**

GENERAL COUNSEL'S RENEWED MOTION FOR DEFAULT JUDGMENT

A. On May 3, 2019, Counsel for the General Counsel filed a Motion For Default Judgment with the Board in the above-captioned matters.

B. On May 9, 2019, the Board issued an Order Transferring Proceeding To The Board and Notice To Show Cause in these matters.

C. However, Counsel for the General Counsel thereafter discovered that service on Respondent Qawasmi Trading Inc. had not been effectuated at the proper mailing address.

D. Therefore, on October 16, 2019, Counsel for the General Counsel filed a Motion To Withdraw Motion For Default Judgment so it could effectuate proper service on Respondent Qawasmi Trading Inc..

E. On October 17, 2019, the Office of Executive Secretary issued a letter granting the Counsel for the General Counsel's October 16, 2019 Motion To Withdraw, and remanded the cases to Region 13 for further appropriate action.

F. Having done further due diligence to obtain the proper corporate address for Respondent Qawasmi Trading Inc., the General Counsel, based on the facts set forth below and the attached documents, re-moves, pursuant to Section 102.24 of the National Labor Relations Board's Rules and Regulations (the Board's Rules), that the National Labor Relations Board (the Board) issue a Decision and Order, containing findings of fact and conclusions of law in accordance with the Section 8(a)(1) and (5) allegations of the Complaint in the above-captioned case (Complaint), and order Temp-Tech Industries, Inc. ("Respondent Temp-Tech") and Qawasmi Trading Inc. d/b/a Temp Tech Glass ("Respondent Qawasmi Trading"), (referred to collectively as "Respondent Employers"), to fully remedy the unfair labor practices found, and grant such other, further relief as may be proper in the circumstances.

In support of this Motion, the General Counsel shows and alleges that:

1. On August 27, 2018, Glaziers Architectural Metal Workers Local 27 ("Charging Party") filed the charge in Case 13-CA-226275, a copy of which is attached hereto, and marked as Exhibit 1, alleging that Respondent Employers engaged in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, 29 U.S.C. Section 151 et seq. (the Act).
2. On October 9, 2018, the Charging Party filed the charge in Case 13-CA-228751, a copy of which is attached hereto, and marked as Exhibit 2, alleging that Respondent Employers engaged in certain unfair labor practices affecting commerce as set forth and defined the Act.
3. On January 11, 2019, the Charging Party filed a first amended charge in Case 13-CA-228751, a copy of which is attached hereto, and marked as Exhibit 3.

4. On March 8, 2019, the Regional Director approved a bilateral informal Settlement Agreement and Notice to Employees (Settlement Agreement), a copy of which is attached hereto and marked as Exhibit 4, as a resolution to the allegations in the charges.

5. The Settlement Agreement contains a provision entitled "Performance," requiring immediate compliance with the Settlement Agreement's terms, and the following provision addressing the event of Respondent Employers' non-compliance with the terms of the Settlement Agreement:

Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on January 19, 2019, in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

6. On March 11, 2019, the Acting Compliance Officer of Region 13, by letter, formally solicited Respondent Employers' compliance with the terms of the Settlement Agreement (including Respondent Employers' obligation to bargain in good faith with the

Union, provide monthly summaries regarding the progress of bargaining to the Compliance Officer, make the combined benefits fund whole for any loss of contributions, make Manuel Martinez whole for expenses incurred in connection with failing to provide healthcare, and return to the status quo ante by reinstating employees' pension and other combined benefits). A copy of that letter is attached as Exhibit 5.

7. On April 3, 2019, the Acting Compliance Officer, by email, advised Respondent Employers that unless full compliance with the terms of the Settlement Agreement was achieved within 14 days, the Regional Office would: (1) issue a Complaint; and (2) file a Motion for Default Judgment with the Board. A copy of that email is attached as Exhibit 6.

8. As of this date, Respondent Employers have failed to comply with any of the terms of the Settlement Agreement. Thus, Respondent Employers remain in default of the terms of the Settlement Agreement.

9. Pursuant to the performance provision of the Settlement Agreement referenced above in paragraph 5, the charge described above in paragraph 1, and the amended charge described above in paragraph 3, on April 29, 2019, the Regional Director, pursuant to Section 10(b) of the Act and Sections 102.15 of the Board's Rules, issued a 2nd Amended Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing (Consolidated Complaint), a copy of which is attached hereto and marked as Exhibit 7.

10. As referenced above in paragraph 4, the Settlement Agreement provides that in the event of non-compliance, Respondent Employers will not contest the validity of the allegations made in the Consolidated Complaint. The Settlement Agreement unequivocally sets forth that the only issue Respondent Employers may raise before the Board is whether Respondent Employers have defaulted on the terms of the Settlement Agreement. The Board has explicitly approved such a provision and found it enforceable. *Insulation Maintenance & Contracting, LLC*, 357 NLRB No. 50 (2011); *Chicago Parking Company*, 356 NLRB No. 72

(2011). Respondent Employers are being afforded the opportunity to raise before the Board any issues with respect to its default.

11. As referenced above in paragraph 4, the Settlement Agreement provides that in the event of non-compliance, the Board may issue an order providing a full remedy for the violations found as is appropriate to remedy such violations and that a U.S. Court of Appeals Judgment may be entered enforcing the Board order. As a result of Respondent Employers' default, the General Counsel seeks an Order requiring Respondent Employers to fulfill all of their undertakings in the March 8, 2019, Settlement Agreement.

12. In view of the foregoing, the General Counsel respectfully moves that the Board:

- (a) Find that Respondent Employers have waived their right to file an answer to the Consolidated Complaint under the terms of the March 8, 2019, Settlement Agreement; that all allegations of the Consolidated Complaint be deemed to be true; and that no hearing is necessary regarding the allegations in the Consolidated Complaint;
- (b) Find that Respondent Employers violated Section 8(a)(1) and (5) of the Act, as alleged in the Consolidated Complaint;
- (c) Issue a Decision and Order against Respondent Employers containing findings of fact and conclusions of law based on, and in accordance with, the allegations of the Consolidated Complaint, and provide a full remedy for the unfair labor practices alleged.

Dated at Chicago, Illinois this 27th day of February 2020.

Respectfully Submitted

/s/ Lisa Friedheim-Weis

Lisa Friedheim-Weis

Counsel for the General Counsel

National Labor Relations Board

Region 13

219 South Dearborn Street, Suite 808

Chicago, Illinois 60604

Attachments

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the Counsel for the General Counsel's Renewed Motion for Default Judgment was electronically filed with the National Labor Relations Board on this 27th day of February 2020, and true and correct copies of the document have been served on the parties in the manner indicated below on the same date.

VIA E-MAIL:

Akram Zanayed, Attorney
Akram Zanayed & Associates
8500 S. Harlem Avenue, Suite G
Bridgeview, IL 60455
Email: zanayedlaw@gmail.com

Scott A. Gore, Attorney
Laner Muchin, Ltd.
515 N. State Street, Suite 2800
Chicago, IL 60654
Email: sgore@lanermuchin.co

Donald D. Schwartz, Attorney
Arnold and Kadjan, LLP
35 E. Wacker Drive, Suite 600
Chicago, IL 60601
Email: dds3662@yahoo.com

VIA CERTIFIED MAIL:

Qawasmi Trading Inc.
11150 S. Harlem Ave.
Worth, IL 60482

Michael Mabus
Glaziers Union Local #27
4225 Lawndale Avenue
Lyons, IL 60534

Glazier Architectural Metal Workers
Local 27
4225 Lawndale Avenue
Lyons, IL 60534

Jamal Qawasmi
Qawasmi Trading Inc., d/b/a Greenway
Glass & Mirror & Woodworking d/b/a
Temp. Tech. Glass
11150 South Harlem
Worth, IL 60482

Guy Dekker, President
Temp.-Tech. Industries, Inc.
6166 South Sayer Avenue
Chicago, IL 60638

Muin Abusharara
Qawasmi Trading Inc., d/b/a Green Way
Glass & Mirror & Woodworking d/b/a
Temp.-Tech. Glass
11150 South Harlem Avenue
Worth, IL 60482

/s/ Lisa Friedheim-Weis

Lisa Friedheim-Weis
Counsel for the General Counsel
National Labor Relations Board
219 South Dearborn Street, Suite 808
Chicago, Illinois 60604

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 13-CA-226275 Date Filed 8/27/18

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 Temp-Tech Industries Inc.		b. Tel. No. (773) 586-2800
d. Address (Street, city, state, and ZIP code) 6166 S. Sayer Avenue IL Chicago 60638-____		c. Cell No.
e. Employer Representative Guy Dekker President		f. Fax No.
i. Type of Establishment (factory, mine, wholesaler, etc.) Construction		g. e-Mail tti_chicago@sbcglobal.net
j. Identify principal product or service Glass Fabrication		h. Number of workers employed 10
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) 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)		
--See additional page--		

3. Full name of party filing charge (if labor organization, give full name, including local name and number) Michael Mabus Glaziers Union Local #27		Title:
4a. Address (Street and number, city, state, and ZIP code) 4225 Lawndale Ave IL Lyons 60534-1131		4b. Tel. No. (708) 443-9000
		4c. Cell No.
		4d. Fax No. (708) 443-9007
		4e. e-Mail glaziers27@aol.com
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)		

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. (312) 236-0415
By Donald D. Schwartz (signature of representative or person making charge)		Office, if any, Cell No. (312) 388-2944
Donald D. Schwartz Title: Attorney (Print/type name and title or office, if any)		Fax No. (312) 341-0438
35 E. Wacker Drive, Suite 600 Address Chicago IL 60601-____		e-Mail dds3662@yahoo.com
08/27/2018 10:36:47 (date)		

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE TITLE 29, SECTION 502)
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 purpose of this information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses of this information are set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



Basis of the Charge

8(a)(5)

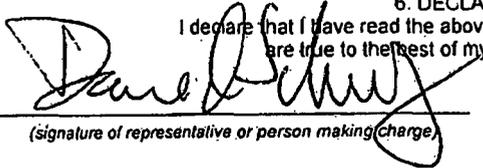
Within the previous six months, the Employer failed and refused to bargain in good faith with the union as the collective bargaining representative of its employees.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 13-CA-228751	Date Filed 10/9/18

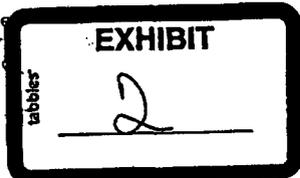
INSTRUCTIONS:

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 Green Way Glass & Mirror & Woodworking	b. Tel. No. 708-307-5270
	c. Cell No.
d. Address (Street, city, state, and ZIP code) 10004 South 76th Avenue Bridgeview, IL 60455	f. Fax No.
	g. e-mail
e. Employer Representative Jamal Qawasmi	h. Number of workers employed. 12
i. Type of Establishment (factory, mine, wholesaler, etc.) glass manufacturer	j. Identify principal product or service Glass
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) 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 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) Since on or about October 5, 2018, employer has violated the act by refusing to bargain with charging party and/or apply terms of existing collective bargaining agreement regarding contract as successor to union signatory employer Temp Tech, Inc. Remedy: Order of maintenance of status quo pursuant to Temp Tech, Inc. collective bargaining agreement.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Glaziers Architectural Metal Workers Local 27	
4a. Address (Street and number, city, state, and ZIP code) 4225 Lawndale Avenue Lyons, IL 60534	4b. Tel. No. 708-443-9000
	4c. Cell No. 312-415-1573
	4d. Fax No. 708-443-9007
	4e. e-mail mikemabus@pdc14.com
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 of Painters and Allied Trades	
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.  (signature of representative or person making charge) Donald D. Schwartz, Attorney (Print/type name and title or office, if any) Arnold and Kadjan, LLP, 35 E. Wacker Dr., Suite 600, Address Chicago, IL 60601 Date October 8, 2018	
Tel. No. 312-236-0415 Office, if any, Cell No. 312-388-2944 Fax No. 312-341-0438 e-mail dds3662@yahoo.com	

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 is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for this information are set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.



AMENDED

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
13-CA-228751	1/11/19

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Qawasmi Trading Inc. d/b/a Temp Tech Glass		b. Tel. No. (708) 307-5270
d. Address (street, city, state ZIP code) 1004 South 76th Avenue, Bridgeview, IL 60455		c. Cell No.
e. Employer Representative Jamal Qawasmi Hamzah Qawasmi		f. Fax No.
		g. e-Mail
		h. Dispute Location (City and State) Bridgeview, IL
i. Type of Establishment (factory, nursing home, hotel) factory	j. Principal Product or Service glass products	k. Number of workers at dispute location 12

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (7) 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)

Since on or about October 5, 2018, the employer has violated the Act by refusing to bargain with the charging party and/or apply the terms of the existing collective bargaining agreement regarding contract as successor to union signatory employer Temp Tech, Inc.

Remedy: Order of maintenance of status quo pursuant to Temp Tech, Inc. collective bargaining agreement.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Glaziers Architectural Metal Workers Local 27

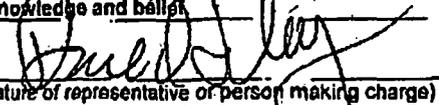
4a. Address (street and number, city, state, and ZIP code)
4225 Lawndale Ave, Lyons, IL 60534-1131

4b. Tel. No.
4c. Cell No.
4d. Fax No.
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)

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.

By: 
(signature of representative of person making charge)

Print Name and Title: Donald Schwandt
ally

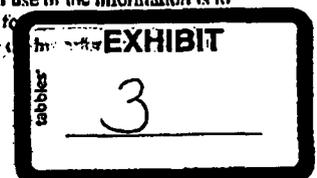
Address: 4225 Lawndale Ave, Lyons, IL 60534-1131

Date: 1/11/19

Tel. No.	312 236 0415
Office, if any, Cell No.	312 236 0415
Fax No.	312 341 0438
e-Mail	3662@yahoo

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

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**Qawasmi Trading Inc. d/b/a Green Way Glass & Mirror &
Woodworking d/b/a Temp Tech Glass**

**Cases 13-CA-228751
13-CA-226275**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party

HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at our 6166 S. Sayer Avenue, Chicago, IL facility in all places where notices to employees are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

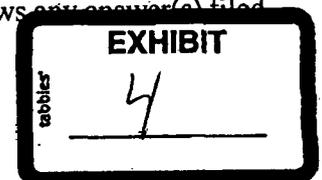
BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay.

International Union of Painters and Allied Trades Industry Pension Fund (IUPAT)	\$11,143.61
Painters District Council No. 14 Illinois Political Committee (LPC)	\$257.95
Painters and Allied Trades Labor Management Corporation Fund (P & ATLMCF)	<u>\$257.95</u>
Total Owed to the Funds:	\$11,659.51

Medical Expenses for Manuel Martinez	\$4,388
Interest	<u>\$19</u>
Total Owed to Manuel Martinez:	\$4,407

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s) and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement, the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.



Charged Party Qawasmi Trading Inc. d/b/a Green Way Glass & Mirror & Woodworking d/b/a Temp Tech Glass			Charging Party Glaziers Architectural Metal Workers Local 27		
By:	Name and Title	Date	By:	Name and Title	Date
	<i>/s/ Jamal Qawasmi</i> Manager/President			<i>/s/ Michael Mabus</i> Business Representative	03/05/2019
Print Name and Title below			Print Name and Title below		
Recommended By:		Date	Approved By:		Date
	<i>/s/ Christina B. Hill</i> Field Attorney	03/07/2019		<i>/s/ Paul Hitterman</i> Regional Director, Region 13	03/08/2019

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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 tell you that we intend to operate with no union when we are obligated to recognize and bargain with Glaziers, Architectural Metal and Glass Workers Local Union No. 27 ("Union") as your bargaining representative.

The Union is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit:

All full-time and regular part-time productions and maintenance employees employed by us at our facility located at 6166 South Sayre, Chicago, Illinois, excluding all other employees, professional employees, clerical employees, confidential employees and guards and supervisors as defined in the Act.

WE WILL NOT fail or refuse to bargain in good faith with the Union for a collective-bargaining agreement covering employees in the unit described above.

WE WILL NOT make unilateral changes to your terms and conditions of employment, including by failing and refusing to make pension and other combined benefits payments on your behalf or by discontinuing your healthcare coverage, without first notifying and bargaining with the Union.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the unit described above.

WE WILL return to the status quo ante by reinstating your pension and other combined benefits and by reinstating the same or comparable healthcare coverage for bargaining unit employees.

WE WILL make whole the bargaining unit employees for any expenses incurred in connection with our failure to provide health care since October 1, 2018.

WE WILL make whole the appropriate combined benefits fund for any loss of contributions, or benefits, and for any expenses incurred in connection with our failure to make benefit contributions since October 1, 2018.

**Qawasmi Trading Inc. d/b/a Green Way Glass &
Mirror & Woodworking d/b/a Temp Tech Glass**

(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. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

Dirksen Federal Building
219 South Dearborn Street, Suite 808
Chicago, IL 60604-2027

Telephone: (312)353-7570
Hours of Operation: 8:30 a.m. to 5 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.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 13
Dirksen Federal Building
219 South Dearborn Street, Suite 808
Chicago, IL 60604-2027

Agency Website: www.nlrb.gov
Telephone: (312)353-7570
Fax: (312)886-1341

Agent's Direct Dial: (312)353-9777

Agent's E-mail: Christopher.Lee@nlrb.gov

March 11, 2019

Jamal Qawasmi
Qawasmi Trading Inc. d/b/a Green Way
Glass & Mirror & Woodworking d/b/a
Temp Tech Glass
1004 S. 76th Avenue
Bridgeview, IL 60455

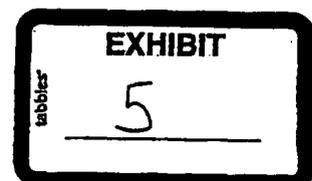
Re: Qawasmi Trading Inc. d/b/a Temp Tech
Glass
Cases 13-CA-228751 and 13-CA-226275

Dear Mr. Qawasmi:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on March 8, 2019. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 15 copies of the Notice to Employees. In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date the Notices before posting them. The Notices should be posted in locations where notices are customarily posted for 60 consecutive days at the Employer's place of business located at 6166 South Sayer Avenue, Chicago, Illinois. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility to inspect the Notices.

Certification of Compliance: The Certification of Compliance forms are also enclosed. Certification of Compliance Part One should be completed and returned by not later than **March 18, 2019 with one signed and dated original Notice.** The Certification of Compliance Part Two should be completed and returned by not later than **March 18, 2019.** If the Certifications of Compliance and signed Notice are returned via e-file or e-mail, no hard copies of the Certifications of Compliance or Notice are required.



Remedial Actions:

Reimbursements: As provided in the Agreement, the Employer will make the combined benefits fund whole for any loss of contributions, or benefits and for any expenses incurred in connection to failing to make benefits contribution since October 1, 2018 by payment to them in the amount(s) set forth below:

Name	Reimbursement
International Union of Painters and Allied Trades Industry Pension Fund (IUPAT)	\$11,143.61
Painters District Council No. 14 Illinois Political Committee (LPC)	\$257.95
Painters and Allied Trades Labor Management Corporation Fund (P & ATLMCF)	\$257.95
Total Owed to the Funds	\$11,659.51

One check should be made payable to each benefit fund in the amounts listed above (three checks total)

The Agreement further provides that the Employer will make Manuel Martinez whole for expenses incurred in connection with failing to provide healthcare coverage since October 1, 2018 by payment to him in the amounts set forth below:

Name	Expenses	Interest
Manuel Martinez	\$4,388.00	\$19.00

A second check should be prepared for Mr. Martinez in the total amount of expenses and interest. **No deductions should be made from these amounts.**

All checks should be submitted to this Office for transmission to the employees within 14 days from the date of approval of the Settlement Agreement.

Bargaining: The Agreement provides that the Employer will bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for the employees in the appropriate bargaining unit¹. Until this case is closed, please keep all relevant correspondence, proposals, notes, and other documents and periodically send me written updates on the progress of negotiations.

Other Remedies: The Agreement also provides that the Employer will return to the status quo ante by reinstating employees' pension and other combined benefits and by reinstating the same or comparable healthcare coverage for bargaining unit employees. A copy of the

¹ All full-time and regular part-time productions and maintenance employees employed by us at our facility located at 6166 South Sayre, Chicago, Illinois, excluding all other employees, professional employees, clerical employees, confidential employees and guards and supervisors as defined in the Act.

March 11, 2019

documentation that these steps have been taken must be furnished to the Acting Compliance Officer together with the Certification of Compliance Part Two which should be completed and returned by not later than **March 18, 2019**.

Please read all the terms of the Settlement Agreement and Notice carefully, as the Employer will be expected to comply with all such provisions. If you have any questions or if I can assist you, please let me know.

Closing the Case: When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated Notice to Employees and the Certifications of Compliance will assist the Region in closing the case in a timely manner.

Very truly yours,

Christopher J. Lee

Christopher J. Lee
Acting Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees
Certification of Compliance

cc: Akram Zanayed, Esq.
Akram Zanayed & Associates
8500 S. Harlem Avenue, Suite G
Bridgeview, IL 60455

Scott A. Gore, Esq.
Laner Muchin, Ltd.
515 N. State Street
Suite 2800
Chicago, IL 60654-4688

Donald D. Schwartz, Attorney
Arnold and Kadjan, LLP
35 E. Wacker Drive, Suite 600
Chicago, IL 60601

CERTIFICATION OF COMPLIANCE
(PART TWO)

**RE: Qawasmi Trading Inc. d/b/a Temp Tech Glass
Cases 13-CA-228751, et al.**

Reimbursements

On (date) _____, the Employer submitted to this Office payment for the benefit funds and employeenamed in the Settlement Agreement and/or Notice to Employees in the amounts set forth therein. Proof of payment is attached.

Unilateral Changes

On (date) _____, the Employer reinstated pensions, other combined benefits, and the same or comparable healthcare coverage for bargaining unit employees.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

By: _____
Title: _____
Date: _____

This form should be returned to the Acting Compliance Officer. If the Certification of Compliance Part Two and signed Notice is returned via e-file or e-mail, no hard copy of the Certification of Compliance Part Two is required.

Posey, Sylvia L.

From: Lee, Christopher J.
Sent: Wednesday, April 3, 2019 9:50 AM
To: Gore, Scott
Cc: Lee, Christopher J.; dds3662@yahoo.com
Subject: 13-CA-226275 & 13-CA-228751, Qawasmi Trading, Inc, d/b/a Green Way Glass & Mirror & Woodworking d/b/a Temp tech Glass

Mr. Gore,

By letter dated **March 11, 2019**, the Region issued the initial compliance letter to the attention of Jamal Qawasmi with the request that the Respondent, by **March 18, 2019**, return the executed Notices, both certifications of compliance (posting & affirmatives), bargain with the Union, reinstate the employees' pension & other combined benefits as well as reinstating the same or comparable health insurance. The letter also required the Respondent to make reimbursements within 14 days of the letter (**March 25, 2019**) in the following manner:

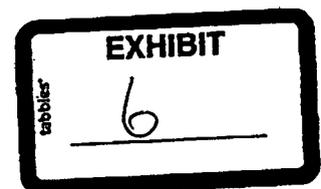
International Union of Painters & Allied Trades Industry Pension Fund (IUPAT) - **\$11,143.61**
The Painters District Council No. 14 Illinois Political Committee (LPC) - **\$257.95**
The Painters and Allied Trades Labor Management Corporation Fund (P & ATLMCF) - **\$257.95**
Manuel Martinez - **\$4,388.00 and \$19.00**

As of this date, Respondent has failed to demonstrate its compliance with any requirement of the settlement agreement. Pursuant to the terms of the informal settlement agreement, Respondent agreed that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will re-issue the January 19, 2019 Complaint . . . may file a Motion for Default Judgment with the Board on the allegations of the Complaint. . . where the only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may ultimately issue an Order providing a **full remedy for the violations found** as is appropriate to remedy such violations which may be entered for a Judgment by a U.S. Court of Appeals.

In the event that Respondent does not fully comply with these requirements within 14 days of the date of this notice (**April 17, 2019**), I will recommend that the Regional Director institute default proceedings in order to secure the remedies specified and otherwise permitted by the terms of the settlement.

Please let me know if you have any questions.

Christopher Lee
Acting Compliance Officer
NLRB Region 13- Chicago
Everett Dirksen Federal Bldg.
219 S. Dearborn Street, Suite 808
Chicago, IL 60604
P: 312-353-9777
F: 312-886-1341



**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13**

**QAWASMI TRADING INC. d/b/a GREEN WAY
GLASS & MIRROR & WOODWORKING d/b/a TEMP
TECH GLASS**

and

**GREEN WAY GLASS & MIRROR &
WOODWORKING**

and

TEMP-TECH INDUSTRIES, INC.

and

**Cases 13-CA-228751
13-CA-226275**

**GLAZIERS ARCHITECTURAL METAL WORKERS
LOCAL 27**

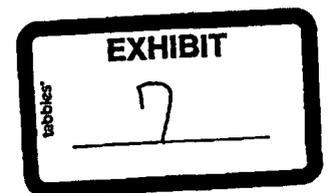
**2nd AMENDED ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT, AND NOTICE OF HEARING**

Based upon a charge filed by Glaziers Architectural Metal Workers Local 27 ("Charging Party"), an Amended Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing issued in Cases 13-CA-226275 and 13-CA-228751 against Temp-Tech Industries, Inc. ("Respondent Temp-Tech") and Qawasmi Trading Inc. d/b/a Temp Tech Glass ("Respondent Qawasmi Trading"), (referred to collectively as "Respondent Employers"), alleging that they violated the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., by engaging in unfair labor practices. On March 8, 2019, a Settlement Agreement and Notice to Employees was approved, a copy of which is attached as Appendix A, and pursuant to which Respondent Employers agreed to take certain actions to remedy the unfair labor practices alleged in the Complaint. Respondent Employers have failed to comply with the terms of the Settlement. Accordingly, pursuant to the terms of the Settlement and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), the Complaint is reissued as follows.

This 2nd Amended Order Consolidating Cases, Consolidated Complaint, and Notice of hearing is being issued pursuant to Section 10(b) of the Act and Section 102.15 and 102.17 of the Board's Rules and Regulations, is based on these consolidated cases, and alleges that Respondent Employers have violated the Act by engaging in the following unfair labor practices:

I.

(a) The charge in Case 13-CA-226275 was filed by the Charging Party on August 27, 2018, and a copy was served on Respondent Temp-Tech by U.S. mail on that same date.



(b) The charge in Case 13-CA-228751 was filed by the Charging Party on October 9, 2018, and a copy was served on Respondent Green Way Glass & Mirror & Woodworking (Respondent Green Way Glass) by U.S. mail on that same date.

(c) The first amended charge in Case 13-CA-228751 was filed by the Charging Party on January 11, 2019, and a copy was served on Respondent Qawasmi Trading by U.S. mail on January 14, 2019.

II.

(a) At all material times prior to October 5, 2018, Respondent Temp-Tech was a corporation with an office and place of business in Chicago, Illinois (the Chicago facility) and was engaged in the manufacture and the nonretail sale of glass products.

(b) Annually, Respondent Temp-Tech, in conducting its business operations described above in paragraph II(a), purchased and received at the Chicago facility goods valued in excess of \$50,000 directly from points outside the State of Illinois.

(c) At all material times prior to October 5, 2018, Respondent Temp-Tech was an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

III.

(a) At all material times since October 5, 2018, Respondent Qawasmi Trading has been a State of Illinois corporation with an office and place of business located in Bridgeview, Illinois (the Bridgeview facility) and has been engaged in the manufacture and nonretail sale of glass products.

(b) About October 5, 2018, Respondent Qawasmi Trading purchased the business of Respondent Temp-Tech and since then has continued to operate the business of Respondent Temp-Tech in basically unchanged form, and has employed as a majority of its employees individuals who were previously employees of Respondent Temp-Tech.

(c) Based on its operations described above in paragraph III(a), Respondent Qawasmi Trading has continued as the employing entity and is a successor to Respondent Temp-Tech.

(d) Based on a projection since about October 5, 2018, at which time Respondent Qawasmi Trading purchased the business of Respondent Temp-Tech, Respondent Qawasmi Trading will annually purchase and receive at the Bridgeview facility goods valued in excess of \$50,000 directly from points outside the State of Illinois.

(e) At all material times since October 5, 2018, Respondent Qawasmi Trading has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

IV.

(a) At all material times since October 5, 2018, Respondent Green Way Glass has been a State of Illinois corporation with an office and place of business located at the Bridgeview facility and has been engaged in the manufacture and nonretail sale of glass products.

(b) About October 5, 2018, Respondent Green Way Glass purchased the business of Respondent Temp-Tech and since then has continued to operate the business of Respondent Temp-Tech

in basically unchanged form, and has employed as a majority of its employees individuals who were previously employees of Respondent Temp-Tech.

(c) Based on its operations described above in paragraph IV(a), Respondent Green Way Glass has continued as the employing entity and is a successor to Respondent Temp-Tech.

(d) Based on a projection since about October 5, 2018, at which time Respondent Green Way Glass & Mirror & Woodworking purchased the business of Respondent Temp-Tech, Respondent Green Way Glass & Mirror & Woodworking will annually purchase and receive at the Bridgeview facility goods valued in excess of \$50,000 directly from points outside the State of Illinois.

(e) At all material times since October 5, 2018, Respondent Green Way has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

V.

At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

VI.

(a) At all material times, the following individuals held the positions set forth opposite their respective names and were supervisors of Respondent Temp-Tech within the meaning of Section 2(11) of the Act and agents of Respondent Temp-Tech within the meaning of Section 2(13) of the Act:

Guy Decker	-	Owner
Roger Mentzer	-	Owner

(b) At all material times, the following individuals held the positions set forth opposite their respective names and were supervisors of Respondent Qawasmi Trading within the meaning of Section 2(11) of the Act and agents of Respondent Qawasmi Trading within the meaning of Section 2(13) of the Act:

Hamzeh El-Qawasmi	-	Owner and Manager
Jamal El-Qawasmi	-	Owner

(c) At all material times, the following individuals held the positions set forth opposite their respective names and were supervisors of Respondent Green Way within the meaning of Section 2(11) of the Act and agents of Respondent Green Way Glass within the meaning of Section 2(13) of the Act:

Hamzeh El-Qawasmi	-	Owner and Manager
Jamal El-Qawasmi	-	Owner

VII.

About October 5, 2018, Respondents Qawasmi Trading and Green Way Glass, by Hamzeh El-Qawasmi, at their Bridgeview facility, told employees that Respondents Qawasmi Trading and Green Way Glass, were not union, and were not going to be union anymore, informed employees that it would be futile for them to select the Charging Party as their representative, and threatened employees with discharge because of their union or protected concerted activities.

VIII.

(a) The following employees of Respondents Temp-Tech, Qawasmi Trading and Green Way Glass, (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time productions and maintenance employees employed at the Bridgeview facility, excluding all other employees, professional employees, clerical employees, confidential employees, and guards and supervisors as defined in the Act.

(b) At all material times prior to October 5, 2018, based on Section 9(a) of the Act, the Charging Party had been the exclusive collective-bargaining representative of the Unit employed by Respondent Temp-Tech, and during that time the Charging Party had been recognized as such representative by Respondent Temp-Tech. This recognition was embodied in a number of collective-bargaining agreements, the most recent of which is effective from April 1, 2017, to March 31, 2018.

(c) At all times since about October 5, 2018, based on the facts described above in paragraphs III(b) and (c) and IV(b) and (c), the Union has been the designated exclusive collective-bargaining representative of the Unit.

(d) From at least April 1, 2017, to October 5, 2018, based on Section 9(a) of the Act, the Charging Party had been the exclusive collective-bargaining representative of the Unit employed by Respondent Temp-Tech.

(e) At all times since about October 5, 2018, based on Section 9(a) of the Act, the Charging Party has been the exclusive collective-bargaining representative of Respondent Qawasmi Trading's employees and Respondent Green Way Glass' employees in the Unit.

IX.

(a) About July 17, 2018, the Charging Party and Respondent Temp-Tech reached complete agreement on the Unit's terms and conditions of employment to be incorporated in a collective-bargaining agreement.

(b) Since about August 1, 2018, the Charging Party has requested that Respondent Temp-Tech execute a written contract containing the agreement described above in paragraph IX(a).

(c) Since about August 20, 2018, Respondent Temp-Tech has failed and refused verbally and in writing to execute the agreement described above in paragraph IX(a).

X.

(a) Respondents Qawasmi Trading and Green Way Glass ceased making pension retirement contributions on behalf of the Unit employees on about October 5, 2018 and cancelled the Unit employees' health insurance in about November 2018.

(b) The subject(s) set forth above in paragraph X(a) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(c) Respondents Qawasmi Trading and Green Way Glass engaged in the conduct described above in paragraph X(a) without prior notice to the Charging Party and without affording the Charging Party an opportunity to bargain with Respondents Qawasmi Trading and Green Way Glass with respect to this conduct.

XI.

(a) About October 8, 2018, the Charging Party, by Steve Mabus, business agent for the Charging Party, requested verbally that Respondents Qawasmi Trading and Green Way Glass, recognize the Charging Party as the exclusive collective-bargaining representative of the Unit and bargain collectively with the Charging Party as the exclusive collective-bargaining representative of the Unit.

(b) About October 17, 2018, the Charging Party, by letter, requested that Respondents Qawasmi Trading and Green Way Glass recognize it as the exclusive collective-bargaining representative of the Unit and bargain collectively with the Charging Party as the exclusive collective-bargaining representative of the Unit.

(c) Since about October 8, 2018, Respondents Qawasmi Trading and Green Way Glass, have failed and refused to recognize and bargain with the Charging Party as the exclusive collective-bargaining representative of the Unit.

XII.

(a) By the conduct described above in paragraphs VII, Respondents Qawasmi Trading and Green Way, have been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

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

(c) By the conduct described above in paragraphs X and XI, Respondents Qawasmi Trading and Green Way Glass, have been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Sections 8(a)(1) and (5) of the Act.

(d) The unfair labor practices of Respondent Temp-Tech, Respondent Green Way Glass and Respondent Qawasmi Trading described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

NO HEARING OR ANSWER

Because Respondent has previously agreed that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to the Complaint, no Answer is required and no hearing is necessary.

Dated at Chicago, Illinois this 29th day of April 2019.

/s/ Peter Sung Ohr

Peter Sung Ohr
Regional Director
National Labor Relations Board
Region 13
Dirksen Federal Building
219 South Dearborn Street, Suite 808
Chicago, IL 60604-2027

Attachments