



UNITED STATES GOVERNMENT

NATIONAL LABOR RELATIONS BOARD

OFFICE OF THE GENERAL COUNSEL

Washington, D.C. 20570

September 2, 2020

Clerk, United States Court of
Appeals for the Seventh Circuit
Everett McKinley Dirksen U.S. Courthouse
219 South Dearborn Street, Room 2722
Chicago, IL 60604

*Re: NLRB v. Temp-Tech Industries, Inc.,
Qawasmí Trading Inc., and Green Way
Glass & Mirror & Woodworking, Board
Case Nos. 13-CA-226275 and 13-CA-
228751*

Dear Clerk:

I am enclosing the Board's application for summary entry of a judgment enforcing the Board's order in this case and a proposed judgment.

Please serve a copy of the application on Respondents, whose addresses appear on the service list. I have served a copy of the Board's application and proposed judgment on each party admitted to participate in the Board proceedings, and their names and addresses also appear on the service list.

I am counsel of record for the Board, and all correspondence should be addressed to me.

Very truly yours,

/s/David Habenstreit

David Habenstreit
Assistant General Counsel
National Labor Relations Board
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cc: service list

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RESPONDENT:

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UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	
TEMP-TECH INDUSTRIES, INC., QAWASMI	:	Board Case Nos.
TRADING INC., AND GREEN WAY GLASS &	:	13-CA-226275
MIRROR & WOODWORKING	:	13-CA-228751
	:	
Respondents	:	

APPLICATION FOR SUMMARY ENTRY OF A JUDGMENT
ENFORCING AN ORDER OF
THE NATIONAL LABOR RELATIONS BOARD

To the Honorable, the Judges of the United States
Court of Appeals for the Seventh Circuit:

The National Labor Relations Board, pursuant to Section 10(e) of the National Labor Relations Act, as amended (29 U.S.C. §§ 151, 160(e)), applies to this Court for summary entry of a judgment enforcing its order against Temp-Tech Industries, Inc., Qawasmi Trading Inc., and Green Way Glass & Mirror & Woodworking (“Respondents”). The Board is entitled to summary enforcement of its order because Respondents failed to respond to the Board’s Notice to Show Cause and the Board entered an order by default. In support, the Board shows:

A. Jurisdiction of this Court

This Court has jurisdiction over this application under Section 10(e) of the Act (29 U.S.C. § 160(e)). Venue is proper in this Circuit because the unfair labor

practices occurred in Illinois. The Board's final order issued on May 27, 2020, and is reported at 369 NLRB No. 89.

B. Proceedings Before the Board

1. On February 6, 2019, the General Counsel issued an amended consolidated complaint in case nos. 13-CA-226275 and 13-CA-228751, alleging that the Respondents Temp-Tech Industries, Inc., Green Way Glass & Mirror & Woodworking and Qawasmi Trading Inc. violated the National Labor Relations Act. Subsequently the parties entered into a bilateral informal settlement agreement which was approved by the Regional Director March 8, 2019.

2. Pursuant to the terms of the settlement agreement, the Respondents agreed to take certain remedial actions including making the parties whole, making the benefit funds whole, reinstating pension and other benefits, and bargaining with the Union. The settlement agreement contained the following provision:

The Charged Party agrees that in case of non-compliance with the terms of this Settlement Agreement by the Charged Part, 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 Charge 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 Parties 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 Parties/Respondents at the last addresses provided to the General Counsel.

3. By letter dated March 11, 2019, the Region sent the Respondents a copy of the conformed settlement agreement, with a cover letter advising the Respondents to take the steps necessary to comply.

4. By email dated April 3, 2019, the compliance officer notified the Respondents that they had failed to comply with any of the terms of the agreement and stated that, unless it fully complied with the terms of the settlement agreement by April 17, 2019, the Regional Director would reissue the complaint and may file a motion for default judgment with the Board.

5. The Respondents did not respond or comply. Pursuant to the non-compliance provisions of the settlement agreement, on April 29, 2019, the Regional Director reissued the complaint.

6. On February 27, 2020, the General Counsel filed a renewed motion for default judgment with the Board requesting that it issue an order providing a full remedy for the violations found.¹

¹ General Counsel previously filed a motion for default judgment in this case on May 3, 2019. Upon learning that Respondent Qawasmi Trading Inc. had not been

7. On March 5, 2020, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause, giving Respondents until March 19, 2020, to file with the Board in Washington, D.C., a response to the Motion for Default Judgment.

8. Respondents did not respond. Accordingly, the allegations in the motion were undisputed.

9. In the absence of a response and pursuant to the noncompliance provisions of the settlement agreement, on May 27, 2020, the Board issued its Decision and Order granting the Motion for Default Judgment and entering an appropriate order against Respondents.

C. The Board Is Entitled to Summary Enforcement of Its Order

On these facts, the Board is entitled to summary enforcement of its order against Respondents. Respondents did not dispute before the Board that it breached its settlement agreement. Therefore Respondents cannot dispute before this Court the Board's finding that it breached the settlement agreement. Under Section 10(e) of the Act (29 U.S.C. § 160(e)), no objection that has not been urged before the Board shall be considered by a court of appeals "unless the failure or neglect to urge such objection shall be excused because of extraordinary

properly served, General Counsel withdrew the case from the Board. After service on Qawasmi Trading Inc. was properly effected, the motion for default judgment was renewed.

circumstances.” Interpreting that requirement, courts have consistently held that a Respondents’ failure to assert any defense before the Board entitles the Board, absent extraordinary circumstances, to summary enforcement of its order. *See, e.g., NLRB v. Dane County Dairy*, 795 F.2d 1313, 1319-21 (7th Cir. 1986); *Father and Sons Lumber v. NLRB*, 931 F.2d 1093, 1095-96, 1097 (6th Cir. 1991); *NLRB v. Continental Hagen Corp.*, 932 F.2d 828, 830 (9th Cir. 1991); *Oldwick Materials, Inc. v. NLRB*, 732 F.2d 339, 341 (3d Cir. 1984); *NLRB v. Aaron Convalescent Home*, 479 F.2d 736, 738-39 (6th Cir. 1973). No such circumstances have been alleged or shown here.

WHEREFORE, the Board respectfully requests that the Court, after serving notice of the filing of this application on Respondents, enter judgment summarily enforcing the Board’s order in full. A proposed judgment is attached.

/s/David Habenstreit
David Habenstreit
Assistant General Counsel
National Labor Relations Board
1015 Half St., S.E.
Washington, D.C. 20570

Dated in Washington, D.C.
this 2nd day of September 2020

UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	
TEMP-TECH INDUSTRIES, INC., QAWASMI	:	Board Case Nos.
TRADING INC., AND GREEN WAY GLASS &	:	13-CA-226275
MIRROR & WOODWORKING	:	13-CA-228751
	:	
Respondents	:	

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

Before:

This cause was submitted upon the application of the National Labor Relations Board for summary entry of a judgment against Respondents, Temp-Tech Industries, Inc., Qawasmi Trading Inc., and Green Way Glass & Mirror & Woodworking, their officers, agents, successors, and assigns, enforcing its order dated May 27, 2020, in Case Nos. 13-CA-226275 and 13-CA-228751, reported at 369 NLRB No. 89, and the Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the Respondents, Temp-Tech Industries, Inc., Qawasmi Trading Inc., and Green Way Glass & Mirror & Woodworking, their officers, agents, successors, and assigns, shall abide by said order (See Attached Order).

Judge, United States Court of
Appeals for the Seventh Circuit

NATIONAL LABOR RELATIONS BOARD

v.

TEMP-TECH INDUSTRIES, INC., QAWASMI TRADING INC.,
AND GREEN WAY GLASS & MIRROR & WOODWORKING

ORDER

Temp-Tech Industries, Inc., Qawasmi Trading Inc., and Green Way Glass & Mirror & Woodworking, Bridgeview, Illinois, their officers, agents, successors, and assigns, shall

1. Cease and desist from

- (a) Coercing employees by telling them that the Respondents were not union and were not going to be union anymore.
- (b) Threatening employees that it would be futile to select the Union as their bargaining representative.
- (c) Threatening employees with discharge because of their union or protected concerted activities.
- (d) Failing and refusing to recognize and bargain collectively and in good faith with the Glaziers Architectural Metal Workers Local 27 as the exclusive collective-bargaining representative of employees in the unit.
The unit is:

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.

- (e) Failing and refusing to recognize and bargain collectively with the Union by refusing to execute a collective-bargaining agreement containing the terms and conditions of employment of unit employees that Temp-Tech and the Union agreed to.

- (f) Unilaterally changing the terms and conditions of employment of the unit employees by cancelling employees' health insurance and failing and refusing to make pension fund contributions on their behalf.
 - (g) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) Recognize and, on request, bargain with the Union as the exclusive representative of the employees in the appropriate bargaining unit concerning their terms and conditions of employment by executing a collective-bargaining agreement containing the terms and conditions of employment of unit employees that Temp-Tech and the Union agreed to.
 - (b) Rescind the unilateral changes to the terms and conditions of employment of the unit employees, restore the employees' health insurance, and make all required contributions to the pension fund that have not been made since October 5, 2018, in the manner set forth in the remedy section of this decision.
 - (c) Make unit employees whole for any expenses ensuing from Respondents' cancellation of employees' health insurance in November 2018, and their failure to make contributions to the pension fund since October 5, 2018, in the manner set forth in the remedy section of this decision.
 - (d) Post at its Bridgeview, Illinois facility copies of the attached notice marked "Appendix."¹ Copies of the notice, on forms provided by the

¹ If the facility involved in these proceedings is open and staffed by a substantial complement of employees, the notices must be posted within 14 days after service by the Region. If the facility involved in these proceedings is closed due to the Coronavirus Disease 2019 (COVID-19) pandemic, the notices must be posted within 14 days after the facility reopens and a substantial complement of employees have returned to work, and the notices may not be posted until a substantial complement of employees have returned to work. Any delay in the physical posting of paper notices also applies to the electronic distribution of the

Regional Director for Region 13, 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. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent shall take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. If 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.

- (f) Within 21 days after service by the Region, file with the Regional Director for Region 13 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.

notice if the Respondent customarily communicates with its employees by electronic means.

APPENDIX

NOTICE TO EMPLOYEES

**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN 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 coerce you by telling you that we were not union and were not going to be union anymore.

WE WILL NOT threaten you that it would be futile to select the Union as your bargaining representative.

WE WILL NOT threaten you with discharge because of your union or protected concerted activities.

WE WILL NOT fail and refuse to recognize and bargain collectively and in good faith with the Union by refusing to execute a collective-bargaining agreement containing your terms and conditions of employment that Temp-Tech and the Union agreed to.

WE WILL NOT fail and refuse to recognize and bargain collectively with the Union as the exclusive collective-bargaining representative of our employees in the following appropriate unit:

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.

WE WILL NOT unilaterally change your terms and conditions of employment by cancelling your health insurance and failing and refusing to make contributions to the pension fund on your behalf.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL recognize and bargain with the Union as the exclusive representative of our employees in the above-described unit by executing a collective-bargaining agreement containing the terms and conditions of employment that Temp-Tech and the Union agreed to.

WE WILL rescind the unilateral changes to your terms and conditions of employment by restoring your health insurance and making all required contributions to the pension fund that we have failed to make since October 5, 2018.

WE WILL make you whole, plus interest, for any losses caused by our failure to maintain your health insurance and to make contributions to the pension fund since October 5, 2018.

The Board's decision can be found at www.nlr.gov/case/13-CA-226275 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



