

UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

Everett McKinley Dirksen United States Courthouse
Room 2722 - 219 S. Dearborn Street
Chicago, Illinois 60604



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FINAL JUDGMENT

October 13, 2020

Before:
FRANK H. EASTERBROOK, Circuit Judge

No. 20-2663	NATIONAL LABOR RELATIONS BOARD, Petitioner v. TEMP-TECH INDUSTRIES, INC., et al., Respondents
Originating Case Information:	
Agency Case Nos: 13-CA-226275 & 13-CA-228751 National Labor Relations Board	

Upon consideration of the **APPLICATION FOR SUMMARY ENTRY OF A JUDGMENT ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD**, filed on September 2, 2020, by counsel for the petitioner,

IT IS ORDERED that the petition for summary enforcement is **GRANTED** and the attached judgment is **ENFORCED**.

form name: c7_FinalJudgment(form ID: 132)

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 of the United States
 Court of Appeals for the
 Seventh Circuit



UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

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NATIONAL LABOR RELATIONS BOARD :

Petitioner :

No. :

v. :

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

Board Case Nos. :
13-CA-226275 :
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.

