

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Modis E&T LLC; and
Alphabet, Inc. and Google LLC

Case 10-CA-272242

Subject to the approval of the Acting 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 Acting 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 Acting 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 in conspicuous locations where notices to employees are customarily posted, including the bulletin boards, at the facility located at 1699 Garrott Avenue in Moncks Corner, South Carolina. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

ELECTRONIC POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Acting Regional Director decides that it is appropriate to do so, on its intranet ("Moma") home screen, at its facility located at 1699 Garrott Avenue in Moncks Corner, South Carolina, and keep it continuously posted there for 60 consecutive days from the date it was originally posted. To document its compliance with this requirement, the Charged Party will submit a screen shot of the intranet or website posting, along with a fully completed Certification of Posting form to the Centralized Compliance Unit at complianceunit@nrlrb.gov. Should further investigation or verification of the intranet or website posting become necessary, the Charged Party will provide appropriate intranet or website access to the Compliance Assistant or Compliance Officer assigned to the case.

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

NON-ADMISSION — The signing of this settlement agreement by the Charged Party does not constitute an admission that it has violated the National Labor Relations Act or that it is a joint employer.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the Acting 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 Acting General Counsel knew of those matters or could have easily found them out. The Acting 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 this evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Acting Regional Director determines that it will promote the policies of the National Labor Relations Act, the Acting Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Acting Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement.

If the Acting General Counsel does not sustain the Acting Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Centralized Compliance Unit to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes

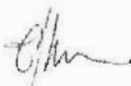
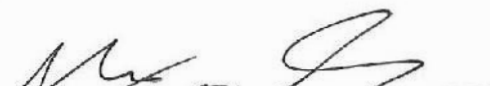
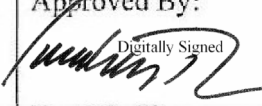
Initials

No

Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Acting 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 Acting General Counsel has sustained the Acting Regional Director.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Centralized Compliance Unit in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. As part of its 60-day report, the Charged Party will provide evidence of the steps it has taken, including copies of relevant documents to the Compliance Officer. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Acting Regional Director that the Charging Party did not request review or that the Acting General Counsel sustained the Acting Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Alphabet, Inc. and Google LLC 3/12/2021		Charging Party Communication Workers of America, Local 1400/Alphabet Workers Union 3/29/21	
By: Name and Title Date		By: Name and Title Date	
 Print Name and Title below Christina Latta Senior Counsel, Employment		 Print Name and Title below Alex van Schaick Counsel, CWA	
Recommended By: INGRID JENKINS Ingrid J. Jenkins Field Examiner		Approved By:  SCOTT THOMPSON Scott C. Thompson Officer-in-Charge, Subregion 11 for Acting Regional Director, Region 10	
Digitally signed by INGRID JENKINS Date: 2021.03.29 14:54:00 -04'00'		Digitally signed by SCOTT THOMPSON Date: 2021.03.29 15:29:22 -04'00'	
		29 March 2021	

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

SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT 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 interfere with, restrain, or coerce you in the exercise of the above rights.

YOU HAVE THE RIGHT to discuss wage rates, bonuses, hours and working conditions with other employees and raise concerns to us about those topics, on behalf of yourself and other employees, and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE DO NOT HAVE a policy that stops you from discussing wage rates with other employees.

WE WILL NOT tell you that you cannot discuss policies with other employees.

WE WILL NOT tell you to stop discussing bonuses with other employees.

WE WILL NOT discipline you because you exercise your right to discuss wage rates, bonuses, hours and working conditions with other employees.

WE WILL NOT tell you that you are not allowed to be in a union because you work for a Google contractor. You have a right to join and support a union of your choice, or to refrain from joining or supporting a union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of your rights under the National Labor Relations Act.

WE WILL remove from our files all references of Elisabeth Wait's suspension, if any, and **WE WILL** notify her in writing that this has been done and that the suspension will not be used against her in any way.

Alphabet, Inc. and Google LLC

(Employer)

Dated: 03/12/2021

By:



(Representative)

Senior Counsel, Employment

(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.

233 Peachtree St NE
Harris Tower Ste 1000
Atlanta, GA 30303-1504

Telephone: (404)331-2896
Hours of Operation: 8 a.m. to 4:30 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 Centralized Compliance Unit at complianceunit@nrlb.gov

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ELECTRONIC POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Acting Regional Director decides that it is appropriate to do so, on its intranet, MyInfoApp, at its facility located at 1699 Garrott Avenue in Moncks Corner, South Carolina, and keep it continuously posted there for 60 consecutive days from the date it was originally posted. To document its compliance with this requirement, the Charged Party will submit a screen shot of the intranet or website posting, along with a fully completed Certification of Posting form to the Centralized Compliance Unit at complianceunit@nlrb.gov. Should further investigation or verification of the intranet or website posting become necessary, the Charged Party will provide appropriate intranet or website access to the Compliance Assistant or Compliance Officer assigned to the case.

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

NON-ADMISSION – The signing of this settlement agreement by the Charged Party does not constitute an admission that it has violated the National Labor Relations Act or that it is a joint employer.

EXPUNGEMENT – Charged Party's investigation file reflects that employee Elisabeth Wait did not engage in any wrongdoing and that she was fully paid while the investigation was pending. She has been told in writing of the investigation results. The Charged Party will expunge all references from her suspension from her personnel file(s).



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Yes No
Initials Initials

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Charged Party Modis E&T LLC	Charging Party Communication Workers of America, Local 1400/Alphabet Workers Union
By: Name and Title Date  <hr/> Print Name and Title below Daniel Schudloff / Attorney	By: Name and Title Date  <hr/> Print Name and Title below Alex van Schaick Counsel, CWA

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Recommended By:

Date

INGRID JENKINS

Digitally signed by INGRID
JENKINS
Date: 2021.03.29 14:51:56 -04'00'

Ingrid J. Jenkins
Field Examiner

Approved By:

SCOTT
THOMPSON

Digitally signed by
SCOTT THOMPSON
Date: 2021.03.29
15:26:37 -04'00'

Digitally Signed
Scott C. Thompson

Officer-in-Charge, Subregion 11 for
Acting Regional Director, Region 10

29 March 2021

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

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WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

YOU HAVE THE RIGHT to discuss wage rates, bonuses, hours and working conditions with other employees and raise concerns to us about those topics, on behalf of yourself and other employees, and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE DO NOT HAVE a policy that stops you from discussing wage rates with other employees.

WE WILL NOT tell you that you cannot discuss policies with other employees.

WE WILL NOT tell you to stop discussing bonuses with other employees.

WE WILL NOT discipline you because you exercise your right to discuss wage rates, bonuses, hours and working conditions with other employees.

WE WILL NOT tell you that you are not allowed to be in a union because you work for a Google contractor. You have a right to join and support a union of your choice, or to refrain from joining or supporting a union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of your rights under the National Labor Relations Act.

WE WILL ensure that our files are updated to reflect that Elisabeth Wait's suspension has been rescinded and **WE WILL** notify her in writing that this has been done and that the suspension will not be used against her in any way.

Modis E&T LLC

(Employer)

Dated: _____

By: _____
(Representative) (Title)

A v S

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