

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 16**

NATIONAL CAPTIONING INSTITUTE, INC.

Respondent

and

**NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES & TECHNICIANS –
COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO**

**Cases 16-CA-182528
16-CA-183953
16-CA-187150
16-CA-188322
16-CA-188346**

Charging Party

JOINT MOTION TO APPROVE INFORMAL SETTLEMENT

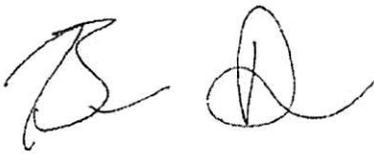
Pursuant to Rule 102.24 of the Board's Rules and Regulations, Counsel for the General Counsel (General Counsel), National Captioning Institute, Inc. (Respondent), and the National Association of Broadcast Employees & Technicians – Communications Workers of America, AFL-CIO (Charging Party) jointly request approval of an Informal Settlement Agreement (Settlement Agreement) signed by the Parties on January 27 and 29, 2020. The Settlement Agreement is attached as Exhibit A.

On October 29, 2019, the Board issued a decision in these cases resolving most of the central allegations but remanding several allegations for further consideration. These allegations included an allegedly overbroad social media policy, an allegedly overbroad instruction to employees not to discuss the closure of Respondent's Dallas facility, an allegedly overbroad "unacceptable behavior" policy included in a June 15, 2016 disciplinary e-mail to employee Marie Hall, and the allegedly unlawful issuance of the June 15, 2016 disciplinary e-mail.

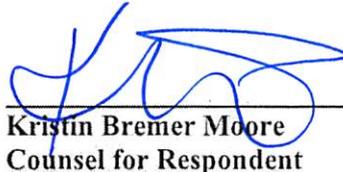
On January 27 and 28, 2020, the parties signed an informal settlement agreement resolving these remaining allegations. The settlement includes an agreement to mail and e-mail a notice to employees, to rescind or modify the allegedly unlawful rules, and to remove the allegedly unlawful disciplinary action from employee Marie Hall's file.

The Settlement Agreement provides an immediate and appropriate remedy for the remanded allegations in the Complaint. It is the result of arms-length negotiations. Approval of the settlement effectuates the purposes and policies of the Act and comports with the requirements of *Independent Stave*, 287 NLRB 740 (1987). Accordingly, General Counsel, Respondent, and the Charging Party jointly request the Administrative Law Judge approve the Settlement Agreement.

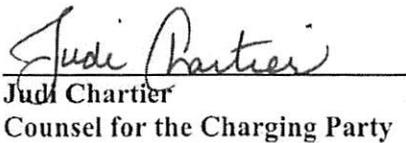
Respectfully submitted,



Bryan Dooley
Counsel for the General Counsel



Kristin Bremer Moore
Counsel for Respondent



Judi Chartier
Counsel for the Charging Party

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
NATIONAL CAPTIONING INSTITUTE, INC.

Cases 16-CA-182528
16-CA-183953
16-CA-187150
16-CA-188322
16-CA-188346

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:**

MAILING OF NOTICE — After the Administrative Law Judge 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. The Charged Party will copy and mail, at its own expense, a copy of the attached Notice to all current and former employees who were employed by the Respondent at its former office in Dallas, Texas, on July 5, 2016, including those who worked remotely but were on the payroll of the Dallas office. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all current and former employees who were employed by the Respondent at its former office in Dallas, Texas, on July 5, 2016, including those who worked remotely but were on the payroll of the Dallas office. The message of the e-mail transmitted with the Notice will state: “We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 16 of the National Labor Relations Board in Cases 16-CA-182528, 16-CA-183953, 16-CA-187150, 16-CA-188322, and 16-CA-188346.” The Charged Party will e-file a copy of that e-mail, with all of the recipients’ e-mail addresses.

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

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned cases which the Board remanded to the Administrative Law Judge for further consideration in its October 29, 2019 Decision and Order (Board Order) 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.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Administrative Law Judge determines that it will promote the policies of the National Labor Relations Act, the Administrative Law Judge 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 Administrative Law Judge. In that case, a Charging Party may request review of the decision to approve the

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Agreement. If the Board does not sustain the Administrative Law Judge'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 Regional Office 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 BN No
 Initials 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 Administrative Law Judge, 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 Board has sustained the Administrative Law Judge.

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 31, 2017 in the instant cases, excluding the allegations addressed in the Board Decision issued on October 29, 2019.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director 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. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the 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 NATIONAL CAPTIONING INSTITUTE, INC.	Charging Party NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES * TECHNICIANS - COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO
By: Name and Title Date <i>Beth Nubbe</i> 01/27/2020	By: Name and Title Date
Print Name and Title below Beth Nubbe, Senior Vice President for Finance, Administration, and Human Resources	Print Name and Title below

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Recommended By:



Bryan Dooley
Counsel for the General Counsel

Date

1/28/2020

Approved By:

Date

Robert Ringler, Administrative Law
Judge

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(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.

WE WILL NOT maintain a Social Media policy, which: prohibits employees from creating social media posts that “do . . . not reflect well upon NCI,” “could reflect poorly on NCI’s professionalism or reputation,” or “reflect poorly on or cause trouble for NCI;” bans the usage of NCI’s name on any posts that are “Google-searchable,” and those that “reference NCI, its operations, or its employees;” bars employees from engaging in activities that NCI subjectively considers to be “online harassment,” without qualification; and bans employees from posting anything “about its software,” without qualification.

WE WILL NOT tell you to not report the closure of your office, as we did in the case of the closure of the Dallas, Texas office, without any qualification regarding the duration of our direction.

WE WILL NOT maintain an Unacceptable Behavior policy, which bars disrespectful workplace commentary and “spreading ... personal information” about one’s coworkers without citing an exception for wage and other workplace data.

WE WILL NOT discipline you for engaging in protected concerted activities.

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

WE WILL remove from our personnel files all references to the written reprimand dated June 15, 2016 and discharge of Marie Hall, and **WE WILL** notify her in writing that this has been done and that the written reprimand, as noted herein, and discharge will not be used against her in any manner; provided, however, that we retain the right to limit the dissemination of private medical information and the right to use the reprimand to defend any legal claims that Hall has asserted or may assert against NCI.

WE WILL rescind or modify the language in our Social Media policy to the extent that it: prohibits employees from creating social media posts that “do.... not reflect well upon NCI,” “could reflect poorly on NCI’s professionalism or reputation,” or “reflect poorly on or cause trouble for NCI;” bans the usage of NCI’s name on any posts that are “Google-searchable,” and those that “reference NCI, its operations, or its employees;” bars employees from engaging in

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WE WILL furnish all of you with inserts for the current Employee Handbook that:

1. Advise that the unlawful provisions, above have been rescinded,
or
2. Provide the language of lawful provisions, or publish and distribute revised Employee Handbooks that:
 - a. Do not contain the unlawful provision, or
 - b. Provide the language of a lawful provision.

NATIONAL CAPTIONING INSTITUTE, INC.

(Employer)

Case Nos. 16-CA-182528, 16-CA-183953, 16-CA-187150,
16-CA-188322, & 16-CA-188346

Dated: 01/27/2020

By:

Beth Nubbe

Beth Nubbe, Senior Vice President for Finance,
Administration, and Human Resources

(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.

Telephone:

Hours of Operation:

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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.

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

**IN THE MATTER OF
NATIONAL CAPTIONING INSTITUTE, INC.**

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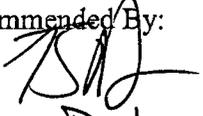
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Recommended By:	Date	Approved By:	Date
	1/28/2020		
Bryan Dooley Counsel for the General Counsel		Robert Ringler, Administrative Law Judge	

INITIALS 

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

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NATIONAL CAPTIONING INSTITUTE, INC.

(Employer)

Case Nos. 16-CA-182528, 16-CA-183953, 16-CA-187150,
16-CA-188322, & 16-CA-188346

Dated: _____ **By:** _____
(Representative) (Title)

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Telephone:

Hours of Operation:

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