

NON-BOARD SETTLEMENT AGREEMENT

Apple Inc. and Communication Workers of America, AFL-CIO NLRB Case No. Case 14-CA-322930

RECITALS

Communications Workers of America, AFL-CIO (“CWA” or the “Union”) filed an unfair labor practice charge with Region 14 (the “Region”) of the National Labor Relations Board (“NLRB” or the “Board”) in Case No. 14-CA-322930, related to events at Apple’s store located at 1901 NW Expressway St., Oklahoma City, OK 73118 (the “Penn Square Store”).

On December 20, 2023, the Region issued a Complaint and Notice of Hearing alleging that Apple violated Section 8(a)(1) and (5) of the National Labor Relations Act (“NLRA” or the “Act”) by unilaterally terminating its Special Sick Leave Policy without bargaining with the Communication Workers of America.

Apple has denied and continues to deny any and all of the allegations asserted in the Complaint; The Union maintains and continues to support its position that these allegations are true and meritorious; Notwithstanding the above, and in an effort to resolve this matter amicably, the Parties have agreed to settle and fully resolve the allegations in the Complaint under the terms stated below.

NOW, THEREFORE, in exchange for the promises and mutual covenants contained in this Agreement, the Parties agree to the following:

1. **Consideration.** In consideration for the Union withdrawing the unfair labor practice charge in Case No. 14-CA-322930 and not filing any new or additional unfair labor practice charges related to the conclusion of or bargaining over the changes to the Special Sick Leave Program that occurred from August 01, 2023 to present date, Apple agrees that it will:

(a) Make affected bargaining unit members whole by crediting them with the time that they used for COVID-19 from August 1, 2023, to the present date, in their sick leave banks, within thirty days after Apple receives notice that Region 14 has approved the withdrawal of the Charge and Complaint. The one affected individual will be compensated for the nineteen hours of sick leave that they took for COVID from August 1, 2023, until present date, since they are no longer employed with Apple.

(b) Agree to the following Union proposal:

Section A. When the federal government declares a public health emergency, the Company will contact the Union as soon as practicable to bargain over the effects of the public health emergency.

Section B. Should the Company offer a paid leave to its non-bargaining unit, non-exempt Retail US-based employees in direct response to that public health emergency (such as for Company-required quarantining), the Company agrees to offer the same

paid leave under the same terms and conditions to bargaining unit employees, until the parties have had an opportunity to bargain as described in Section A.

2. **Conditional Withdrawal and Written Notice of NLRB Approval.** Within two (2) business days after the execution of this Agreement, the Union shall submit a written request to the Region for the conditional withdrawal of the Complaint, Charge, and closure of all proceedings with respect to the Complaint, pursuant to Section 10142.3 of the National Labor Relations Board's Case Handling Manual, conditioned only on Apple's full compliance with the terms of this Agreement. The Union will copy Apple's counsel, Laura Pierson-Scheinberg (laura.piersonscheinberg@jacksonlewis.com) and Akansha Deepak (akansha.deepak@jacksonlewis.com) on its written request to the Region. The Union shall take all reasonable steps to obtain the Regional Director's approval of the Union's request for conditional withdrawal of the Complaint and Charge. The Parties agree that this Agreement is expressly conditioned on the receipt by both Parties of the NLRB's Order ("Order") conditionally withdrawing the Complaint and Charge no later than Tuesday, April 23, 2024. The Parties agree that the NLRB shall promptly close proceedings with respect to the Complaint upon receiving written notice from Apple, copied to Union's counsel, that Apple has complied with the material terms of the Agreement. The Parties agree that this Agreement is also expressly conditioned upon the NLRB's subsequent permanent closure of all proceedings related to the Complaint following compliance with the Agreement.
3. **Posting of Notice.** Within 14 days after full execution of this Agreement and both Parties' receipt of the NLRB's Order, as set forth in Paragraph 2, a responsible official of Apple will sign and date the notice to employees (printed on Apple's letterhead) attached hereto as Exhibit A (the "Notice") and post the Notice backstage, where Apple normally posts notices to employees at the Store. Apple will keep the Notice posted for thirty (30) consecutive days after the initial posting.
4. **National Labor Relations Board is Not a Party.** The Parties acknowledge and agree that the National Labor Relations Board is not a party to this Agreement.
5. **Entire Agreement.** This Agreement contains the entire understanding between the Parties concerning the allegations in, and resolution of, the Charge. It supersedes any and all other prior written or oral offers, agreements, representations, or promises.
6. **Signature In Counterparts.** The Parties to this Agreement may execute this Agreement in separate documents and each such counterpart will be considered an original with the same effect as if the Parties had signed the same document. The Parties, by their signatures below, agree to all of the aforementioned terms.
7. **Authorization to Execute This Agreement.** Each person signing this Agreement represents and warrants that they are duly authorized and have legal capacity to execute this Agreement on behalf of their respective party.

IN WITNESS WHEREOF, the Parties hereto execute this Non-Board Settlement Agreement:

**COMMUNICATION WORKERS
OF AMERICA, AFL-CIO**

B. J. McGee CWA 06
Assistant
to VP
[Name/Title]

4/19/24
Date:

APPLE INC.

[Name/Title]

Date:

EXHIBIT A

Apple Inc. and Communication Workers of America, AFL-CIO, have amicably settled the unfair labor practice charge filed with the National Labor Relations Board in Case No. 14-CA-322930. In reaching this settlement agreement, Apple and the Union determined that it is in the best interest of the Parties to resolve the dispute and focus on bargaining in good faith to reach a collective bargaining agreement.

In exchange for the Union withdrawing the unfair labor practice charge in Case No. 14-CA-322930 and agreeing to the conclusion of the Special Sick Leave Program, Apple will credit bargaining unit members with the time that they used for COVID-19 from August 1, 2023, to the present date, in their sick leave banks. Apple has also agreed to the following Union proposal:

Section A. When the federal government declares a public health emergency, the Company will contact the Union as soon as practicable to bargain over the effects of the public health emergency.

Section B. Should the Company offer a paid leave to its non-bargaining unit, non-exempt Retail US-based employees in direct response to that public health emergency (such as for Company-required quarantining), the Company agrees to offer the same paid leave under the same terms and conditions to bargaining unit employees, until the parties have had an opportunity to bargain as described in Section A.

Apple has denied and continues to deny any and all of the allegations asserted in the Complaint; The Union maintains and continues to support its position that these allegations are true and meritorious.