

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

AMAZON.COM SERVICES INC.

and

**Case Nos. 29-CA-277198
29-CA-278982**

(b) (6), (b) (7)(C), an Individual

and

(b) (6), (b) (7)(C), an Individual

Case No. 29-CA-277598

and

(b) (6), (b) (7)(C), an Individual

Case No. 29-CA-278701

and

AMAZON LABOR UNION

**Case Nos. 29-CA-285445
29-CA-286272**

**ORDER FURTHER CONSOLIDATING CASES, AMENDED CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

On January 27, 2022, a Consolidated Complaint and Notice of Hearing issued in Case Nos. 29-CA-277198, 29-CA-278982, 29-CA-27598 and 29-CA-278701, alleging that Amazon.com Services Inc. had engaged in unfair labor practices that violate the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq.

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board), and to avoid unnecessary costs or delay, IT IS ORDERED THAT those cases are further consolidated with Case Nos. 29-CA-285455 and 29-CA-286272, filed by Amazon Labor Union (the Union), which alleges that Respondent has engaged in further unfair labor practices within the meaning of the Act.

This Second Consolidated Complaint and Notice of Hearing, issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, is based on these consolidated cases and alleges that Respondent has violated the Act as described below.

1. (a) The charge in Case No. 29-CA-277198 was filed by Charging Party (b) (6), (b) (7)(C) on May 17, 2021, and a copy was served on Respondent by U.S. mail and email on May 17, 2021.

(b) The first amended charge in Case No. 29-CA-277198 was filed by Charging Party (b) (6), (b) (7)(C) on August 9, 2021, and a copy was served on Respondent by U.S. mail and email on August 9, 2021.

(c) The charge in Case No. 29-CA-278982 was filed by Charging Party (b) (6), (b) (7)(C) on June 21, 2021, and a copy was served on Respondent by U.S. mail and email on June 24, 2021.

(d) The first amended charge in 29-CA-278982 was filed by Charging Party (b) (6), (b) (7)(C) on September 17, 2021, and a copy was served on Respondent by U.S. mail on September 20, 2021.

(e) The charge in Case No. 29-CA-277598 was filed by Charging Party (b) (6), (b) (7)(C) on May 21, 2021, and a copy was served on Respondent by U.S. mail on May 25, 2021.

(f) The first amended charge in Case No. 29-CA-277598 was filed by Charging Party (b) (6), (b) (7)(C) on August 31, 2021, and a copy was served on Respondent by U.S. mail and email on August 31, 2021.

(g) The charge in Case No. 29-CA-278701 was filed by Charging Party (b) (6), (b) (7)(C) on June 16, 2021, and a copy was served on Respondent by U.S. mail and email on June 21, 2021.

(h) The first amended charge in Case No. 29-CA-278701 was filed by Charging Party (b) (6), (b) (7)(C) on September 21, 2021, and a copy was served on Respondent by U.S. mail on September 21, 2021.

(i) The charge in Case No. 29-CA-285445 was filed by the Union on November 1, 2021, and a copy was served on Respondent by U.S. mail and email on November 1, 2021.

(j) The charge in Case No. 29-CA-286272 was filed by the Union on November 5, 2021, and a copy was served on Respondent by U.S. mail and email on November 16, 2021.

(k) The first amended charge in Case No. 29-CA-286272 was filed by the Union on December 29, 2021, and a copy was served on Respondent by U.S. mail and email on December 30, 2021.

2. (a) At all material times, Respondent, a Delaware limited liability company with a Fulfillment Center (the “JFK8 Facility”) and a Delivery Station (the “DYY6 Facility”) located in Staten Island, New York has been engaged in providing online retail sales throughout the United States.

(b) During the past twelve-month period, which period is representative of its operations in general, Respondent, in conducting its business operations described above in subparagraph 2(a), derived gross revenues in excess of \$500,000 and purchased and received at its JFK8 Facility goods valued in excess of \$5,000 directly from enterprises located outside the State of New York.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

4. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, the following individuals held the positions set forth opposite their names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

<u>Name</u>	<u>Position</u>
(b) (6), (b) (7)(C)	

(b) (6), (b) (7)(C)

6. At all material times, the following individuals held the positions set forth opposite their names and have been agents of Respondent, acting on its behalf, within the meaning of Section 2(13) of the Act.

<u>Name</u>	<u>Position</u>
(b) (6), (b) (7)(C)	

7. On or about May 4, 2021, Respondent, by (b) (6), (b) (7)(C) on the ship dock of the JFK8 Facility:

(a) threatened employees that it would be futile for them to select the Union as their bargaining representative by telling employees that there would never be a Union at the facility;

(b) threatened employees that it would be futile for them to select the Union as their bargaining representative by telling employees that the Union organizing would fail because the Union organizers were “thugs;”

(c) disparaged the Union organizers by telling employees that the Union organizing would fail because the Union organizers were “thugs;”

(d) interrogated employees about their union activities; and

(e) solicited grievances from employees with an express promise to remedy them if they rejected the Union as their bargaining representative.

8. On or about May 16, 2021, Respondent, by (b) (6), (b) (7)(C) in a JFK8 Facility breakroom, while employees were on break, engaged in the following conduct:

(a) told employees they could not distribute Union literature without permission from Respondent;

(b) confiscated Union literature from employees; and

(c) surveilled employees' Union activities.

9. On or about May 24, 2021, Respondent, by (b) (6), (b) (7)(C) outside the JFK8 Facility, gave employees the impression that their Union activities were under surveillance.

10. On or about June 12, 2021, Respondent, by (b) (6), (b) (7)(C) in a JFK8 Facility breakroom, while employees were on break:

(a) told employees that they could not distribute union literature;

(b) directed employees to remove the Union literature from the breakroom; and

(c) confiscated union literature from employees.

11. On or about June 12, 2021, Respondent, by (b) (6), (b) (7)(C) in the ASE2 and third-floor breakrooms, respectively, at the JFK8 Facility:

(a) prohibited employees from distributing union literature by telling employees that Respondent had the right to remove literature from breakrooms; and

(b) confiscated union literature from employees.

12. On or about June 12, 2021, Respondent, by (b) (6), (b) (7)(C) at the JFK8 Facility, prohibited employees from distributing union literature by telling employees that Respondent had a right to remove Union literature from breakrooms.

13. Respondent, by (b) (6), (b) (7)(C) at the DYY6 Facility, engaged in the following conduct:

(a) In about late September 2021, a more precise date presently unknown, interrogated its employees about their union activities and sympathies.

(b) In about late October 2021, more precise dates presently unknown, surveilled its employees' union activities.

14. On or about October 31, 2021, Respondent, by (b) (6), (b) (7)(C) at the JFK8 facility on the first floor in the AFE1 department:

(a) interrogated employees about their Union activities; and

(b) threatened employees that supporting the Union would inevitably lead to strikes and walkouts.

15. In about late (b) (6), (b) (7)(C) 2021, a more precise date presently unknown, Respondent's employee (b) (6), (b) (7)(C) concertedly complained to Respondent regarding the wages, hours, and working conditions of Respondent's employee(s) by protesting the pace of work that Respondent required from employees at the DYY6 Facility.

16. Respondent took the following adverse employment actions against (b) (6), (b) (7)(C)

(a) In late (b) (6), (b) (7)(C) 2021, a more precise date presently unknown, suspended (b) (6), (b) (7)(C) employment by dismissing (b) (6), (b) (7)(C) early from (b) (6), (b) (7)(C) shift;

(b) In late October 2021, more precise dates presently unknown, changed (b) (6), (b) (7)(C) work assignments;

(c) In late October 2021, a more precise dates presently unknown, subjected (b) (6), (b) (7)(C) to closer supervision; and

(d) On or about (b) (6), (b) (7)(C) 2021, discharged (b) (6), (b) (7)(C)

17. Respondent engaged in the conduct described above in paragraph 16 because (b) (6), (b) (7)(C) engaged in the conduct described above in paragraph 15 and because (b) (6), (b) (7)(C) assisted the Union, and to discourage employees from engaging in these protected concerted activities.

18. By the conduct described above in paragraphs 7 through 14, Respondent has been interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

19. By the conduct described above in paragraphs 16 and 17, Respondent has been discriminating in regard to the tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

20. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

21. As part of the remedy for the unfair labor practices alleged above in paragraphs 7 through 14 and paragraphs 16 and 17, the General Counsel seeks an order requiring that Respondent:

(a) physically post the Board's Notice to Employees ("Notice") in all locations where Respondent typically posts notices to employees at each of its facilities in Staten Island, New York, including in all employee bathrooms and bathroom stalls, and that Respondent electronically distribute the Notice by all methods that Respondent communicates with its employees, including but not limited to email, text message, social media, Voice of Associates (VOA) board, and web applications, including the Amazon A to Z app and "JFK8 inSites." The physical and electronic Notice shall be in English and in Spanish and any other languages deemed necessary to apprise employees of their Section 7 rights;

(b) read the Notice, in English and Spanish and any other languages deemed necessary, in the presence of a Board agent and the Charging Parties, at a meeting(s) convened by Respondent for all employees at the JFK8 Facility and the DYY6 Facility; and

(c) schedule with Region 29 of the Board mandatory training session(s) for all Respondent supervisors, managers, and agents (including third-party security personnel and all outside labor or management consultants) covering the rights guaranteed to employees under Section 7 of the Act and submit an attendance list to the Regional Director within 7 days of the training session(s).

(d) hand deliver and email to each supervisor, manager and agent regularly assigned to work at any of Respondent's facilities located in Staten Island, New York the signed Notice, along with written instructions, signed by the site manager for the facility at which each supervisor, manager or agent is regularly assigned to work, directing each supervisor, manager and agent to comply with the provisions of the Notice, and provide the Regional Director with written proof of compliance.

(e) make employee (b) (6), (b) (7)(C) whole, including but not limited to reimbursement of all direct and foreseeable consequential harm that (b) (6), (b) (7)(C) incurred as a result of Respondent's unlawful conduct.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Consolidated Complaint. The answer must be **received by this office on or before March 4, 2022 or postmarked on or before March 3, 2022.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document

containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Consolidated Complaint are true.

Pursuant to Section 102.22 of the Board's Rules and Regulations, any request for an extension of time to file an answer must be filed by the close of business on March 4, 2022. This request should be in writing and addressed to the Regional Director of Region 29.

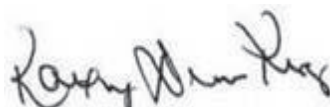
NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **April 5, 2022**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Consolidated Complaint. Pursuant to the Board's rules at 102.35(c), due to "compelling circumstances" created by the current Coronavirus Disease (COVID-19) pandemic and CDC guidelines on mitigating the risk of contracting Coronavirus, the trial in this matter may be conducted remotely by videoconference using Zoom technology. *See Morrison Healthcare*, 369 NLRB No. 76 (2020).

Details regarding how to connect to the hearing will follow. The parties are urged in the meantime to consult and cooperate with the Division of Judges or the assigned Judge regarding how the

Judge will conduct the hearing, including how the parties will prepare witnesses, number and offer of documents and exhibits, and whether there will be public access to the hearing. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: February 18, 2022



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Attachments