

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Amazon.com Services, LLC

Cases 13-CA-275270,
13-CA-276695, 13-CA-
279376, 29-CA-278982,
29-CA-282693, and 29-
CA-284417

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:**

POSTING OF NOTICE TO EMPLOYEES — After the 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 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 prominent places in all of the Charged Party’s fulfillment centers, sortation centers, receive centers, specialty, and delivery stations nationwide in the United States, including all places where the Charged Party normally posts notices to employees in each of those facilities. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. If the Employer’s place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Employer’s place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic.

ELECTRONIC POSTING OF NOTICE – After the Regional Director has approved this agreement, the Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on the news alert page of the Charged Party’s A to Z application (app) and mobile website atoz.amazon.work, for employees of all facilities nationwide, and keep it continuously posted there for 60 consecutive days from the date it was originally posted. If any one of the Employer’s places of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for keeping the Notice posted on its intranet will begin when the Employer’s place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic. To document its compliance with this requirement, the Charged Party will submit a screen shot of the posting on the A to Z app and mobile website, along with a fully completed Certification of Posting form, via the Agency’s e-filing portal at www.nlrb.gov. Should further investigation or verification of the electronic posting become necessary, the Charged Party will provide access to the Compliance Assistant or Compliance Officer assigned to the case.

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 the e-mail addresses the Employer has on file for all of its employees who have worked anytime during the time period since March 22, 2021 to today’s date at any of Charging Party’s facilities nationwide. 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 13 of the National Labor Relations Board in Cases 13-CA-275270, 13-CA-276695, 13-CA-279376, 29-CA-278982, 29-CA-282693 and 29-CA-284417.” If any one of the Employer’s

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

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 do anything to prevent you from exercising the above rights.

WE WILL NOT, in retaliation for your engaging in union or protected concerted activities or otherwise, create, maintain, or implement any rules or policies that limit your access to non-working exterior areas of our facilities in the United States, such as our policy that restricts your access to non-working areas beyond 15 minutes of the start and end of your shifts.

WE WILL NOT, in retaliation for your engaging in union or protected concerted activities, tell you that you are in violation of the above-stated policy or any other off-duty policy by asking you to leave the premises because you were in the facility in non-work areas such as the breakroom or onsite medical unit during non-work time, while we allow other off-duty employees who are not participating in union or protected concerted activities to access those same areas.

WE WILL NOT tell you that you cannot be on our property, or that you need to leave our property 15-minutes after the end of your shift, or threaten you with discipline or that we will call the police, when you are exercising your right to engage in union or protected concerted activities by talking to your co-workers in exterior non-work areas during non-work time.

WE WILL NOT ask you about your union activity or about protected concerted activity, including by asking you why you are talking to your co-workers during non-work time on or off of our property.

WE WILL immediately, upon the approval of this Settlement Agreement by the Regional Director, Region 13, of the National Labor Relations Board, at each of our fulfillment centers and delivery stations in the United States, rescind and give no effect to the policies we issued and maintained that (1) restricts your access to non-working areas beyond 15 minutes of the start or end of your shifts, and (2) restricts access to the interior of the site or any working area, and **WE WILL** notify employees at each of our fulfillment centers, sortation centers, receive centers, specialty, and delivery stations nationwide that we have done so. In the event we wish to reinstate a lawful rule regarding off-duty employee access to our buildings, we will only do so after the 60-day posting period for the instant charges has concluded, and said notification to employees must also state that the rule will not be discriminatorily enforced against employees exercising in protected activity.