UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
SAN FRANCISCO BRANCH OFFICE

AMAZON.COM SERVICES LLC

and Cases 19–CA–297441
29–CA–308092

AMAZON LABOR UNION

Helena A. Fiorianti, Esq., for the General Counsel.
Brian Stolzenbach, Esq., and *Rachel Reed, Esq.,*
for the Respondent.

DECISION

BRIAN D. GEE, Administrative Law Judge. Charging Party Amazon Labor Union (the Union) filed the original charge in 19–CA–297441 on June 10, 2022[1], and amended it on July 5. The Union filed the charge in 29–CA–308092 on December 1. On February 20, 2024, Region 19 issued the amended consolidated complaint (the complaint), and on February 29, 2024, Amazon.com Services LLC (Respondent) timely filed its answer to amended consolidated complaint (the answer). On March 1, 2024, Counsel for the General Counsel (the General Counsel) and Respondent filed a Joint Motion and Stipulation of Facts (the motion and/or the stipulation of facts), therein waiving their right to an evidentiary hearing.[2] It was represented that the Union neither joined nor opposed the motion. On March 5, 2024, I issued an Order Granting Joint Motion and Approving Stipulated Record.

[1] All dates herein are for the year 2022, unless specified otherwise.
[2] The full procedural history of this matter is as follows. On June 10, the Union filed the charge in 19-CA-297441, and amended the charge on July 5. On October 25, the Regional Director of Region 19 issued the complaint and notice of hearing in 19–CA–297441, to which Respondent filed a timely answer. On December 1, the Union also filed the charge in 29–CA–308092. On December 16, Region 19 issued an order rescheduling hearing, followed by a second order rescheduling hearing on March 1, 2023. On May 22, 2023, the Regional Director for Region 29 issued an order consolidating cases, consolidated complaint, and notice of hearing in cases 29–CA–296817, et al, to which Respondent filed a timely answer. On August 22, 2023, Region 29 severed case 29–CA–308092 from the consolidated complaint and transferred it to Region 19 to be heard along with 19–CA–297441. On September 18, 2023, Region 19 issued a third order rescheduling hearing. On February 7, 2024, Region 19 issued an order reaffirming and clarifying consolidation in cases 19–CA–297441 and 29–CA–308092. On February 20, 2024, Region 19 issued the amended consolidated complaint, to which Respondent filed a timely answer. (Stipulation, pp. 3-4, Exhs. A-N.)

The issue presented by the complaint is whether any of the statements made by Respondent's chief executive officer Andy Jassy on April 14, June 8, or November 30 in nationally aired or available press interviews violated Section 8(a)(1) of the National Labor Relations Act (the Act). In her brief, General Counsel argues that, in each of those interviews, Jassy made predictions about the consequences of unionization which were unlawful. First, that Jassy misrepresented employees' rights under the Act by saying that employees would lose their "direct relationship" with managers if they elected a union. Second, if the employees unionized, they would be less empowered, would find it harder to get things done quickly since unions are slower and more bureaucratic, and that employees would be better off without a union. She asserts that these statements crossed the line from lawful expressions of views, arguments, or opinion, and constituted unlawful threats which exceeded the protection of the First Amendment. In their brief, Respondent's counsel argue that Jassy made no threatening statements, but rather simply explained how unionization would change the ways that employees could engage with their managers and expressed his view on the advantages gained by refraining from unionization. Jassy's expression of views were thus protected by the First Amendment and Section 8(c) of the Act, and were consistent with the decisions of the National Labor Relations Board (the Board) since *Tri-Cast, Inc*., 274 NLRB 377 (1985).

As explained below, I find that Jassy's predictions that unionization would change the employee-employer relationship were lawful under *Tri-Cast* and progeny. As to Jassy's predictions that employees would be less empowered, would find it harder to get things done quickly, and would be better off without a union, those statements violated Section 8(a)(1) because they went beyond merely commenting on the employee-employer relationship and did not comply with the standards for protected speech established by *NLRB v. Gissell Packing Co*., 395 U.S. 575, 618 (1969).

On the entire record, including the stipulation of facts, the exhibits attached thereto, and the video exhibits uploaded to the SharePoint page for this case (Exhs. O, P, and Q), and after considering the briefs filed by the General Counsel and Respondent,[3] I make the following

FINDINGS OF FACT

I. JURISDICTION

At all times material to the complaint, Respondent has been a State of Delaware limited liability company with headquarters in Seattle, Washington, and offices and places of business located throughout the United States, and has been engaged in, among other things, the business of providing online retail sales. In conducting its operations during the 12-month period ending August 31, 2023, Respondent derived gross revenues in excess of $500,000, and purchased and received at its Seattle headquarters goods valued in excess of $50,000 from points located outside of the State of Washington. 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, and the Union has been a labor organization within the meaning of Section 2(5). I therefore find that this

[3] The Union did not file a brief.

dispute affects commerce and that the Board has jurisdiction of this case, pursuant to Section 10(a) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

This matter takes place in the context of the Union's organizing campaign at various Respondent facilities beginning in 2021. On or about October 25, 2021, the Union filed a representation petition for Respondent's warehouse employees at the Amazon facility in Staten Island, New York. Since that time, the Union has been engaged in organizing employees at some of Respondent's facilities.[4] (Stip., p. 5.)[5]

Since 2021, Andy Jassy has been Respondent's chief executive officer and has been a supervisor within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13). (Stip., p. 5.)

Squawk Box is a morning news and talk program that airs Monday through Friday on CNBC from 6 a.m. to 9 a.m. Eastern Time. It is anchored by Joe Kernen, Becky Quick, and Andrew Ross Sorkin. (Stip., p. 7.) The program bills itself as "the ultimate 'pre-market' morning news and talk program, where the biggest names in business and politics tell their most important stories."[6] On April 14, Sorkin interviewed Jassy. During the interview, which lasted 23 minutes and 49 seconds, Jassy stated, inter alia:

> *You know, first of all, of course, it's ... employees' choice whether or not they want to join a union. We happen to think they're better off not doing so for a couple of reasons at least. You know, first, at a place like Amazon that empowers employees, if they see something they can do better for customers or for themselves, they can go meet in a room, decide how [to] change it and change it. That type of empowerment doesn't happen when you have unions. It's much more bureaucratic, it's much slower. I also think people are better off having direct connections with their managers. You know, you think about work differently. You have relationships that are different. We get to hear from a lot of people as opposed to it all being filtered through one voice.*

(Exh. O from 7:48 to 9:16.)

On June 8, an event called the *Bloomberg Technology Summit: Looking Forward* took place live in San Francisco, California. It also aired online in real time. The Summit described itself as an event "highlight[ing] the ways in which society has been changed by digital disruption and provid[ing] the roadmap for what lies ahead." (Stip., p. 6.) Emily Chang, an anchor for Bloomberg TV, interviewed Jassy during the event, and the parties stipulated to the

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[4] Those facilities have not been identified.

[5] Abbreviations used in this decision are as follows: "Stip." for the stipulation of facts submitted by the General Counsel and Respondent; "Exh." for the exhibits attached thereto; "GC Br." for General Counsel's brief; "R. Br." for Respondent's brief; and "R. Ans." for Respondent's answer.

[6] See Squawk Box: Watch Interviews & Clips, Schedule, Latest News (cnbc.com) (last checked April 30, 2024).

authenticity of a video of the Summit lasting 3 hours and 31 minutes. During the interview, which was conducted before in-person and online audiences, Jassy stated, inter alia:

> *Well I, you know, I think that—and the first thing to [be] clear about is that employees get to make that choice whether they want to have a union or not. They always have had that choice and it continues to be their choice and, you know, we happen to think they're better off without a union for a number of reasons, including the fact that, you know, it's, it's much harder when you have a union to have a direct relationship with your manager and to get things done quickly. So if you see something on the line that you think could be better for your team or you or your customers, you can't just go to your manager and say, "Let's change it.["] So, you know there's a whole process and bureaucracy which you have to go through to be able to do that. You know, and we get—you know, when there's a union, we're gonna get the feedback filtered by what the union decides is worth bringing up but we'd much rather hear from every employee whatever is on their mind . . . .*

(Exh. P from 2:51:29 to 2:53:50.)

The New York Times DealBook is a print and digital news section of the newspaper. The DealBook Summit is an annual event described as "a way to convene the day's most essential voices in a one-day event that brings the dynamism and urgency of DealBook reporting to life—live on stage." On November 30, Andrew Ross Sorkin of CNBC interviewed Jassy during the event, and the parties stipulated to the authenticity of a video lasting 37 minutes and 11 seconds. During the interview, Jassy stated, inter alia:

> *. . . And what we tell our employees in our fulfillment centers is that we think they're better off without a union for a few reasons. One is we try to hire people who we empower, if they find ways that they can make the experience better for customers or their fellow teammates, they can just go fix it. You know, they, they don't have to go through a union. It's not bureaucratic, it's not slow, it's not a whole pro. . . . They can just go fix that. We think that that's pretty empowering and a great way to work. And I think it's nice to be able to have a direct relationship with your manager. We like to hear from all our employees as opposed to having it filtered through one or two voices. . . .*

(Exh. Q from 13:14 to 17:38.) Some of Respondent's employees witnessed and heard Jassy's comments above, and the comments were a topic of discussion among Respondent's employees. (Stip., pp. 5–7.)

III. DECISION AND ANALYSIS

A. Legal Standards

Pursuant to Section 8(c) of the Act, "[t]he expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not

constitute or be evidence of an unfair labor practice under any of the provisions of this Act [subchapter], if such expression contains no threat of reprisal or force or promise of benefit." In *NLRB v. Gissel Packing C*o., 395 U.S. 575, 617–618 (1969), the U.S. Supreme Court determined that Section 8(c) "merely implements" an employer's First Amendment right of free speech. However, the Court cautioned that the "precise scope of employer expression . . . must be made in the context of its labor relations setting," and that, "an employer's rights cannot outweigh the equal rights of the employees to associate freely, as those rights are embodied in [Section] 7 and protected by [Section] 8(a)(1) and the proviso to [Section] 8(c)." Id. at 617–618.

The Board's standard in assessing whether a remark constitutes a threat is "whether the remark can reasonably be interpreted by the employee as a threat," and is thus an objective inquiry whether the employer's words would tend to coerce a reasonable employee. *Smithers Tire & Auto Testing of Texas, Inc*., 308 NLRB 72 (1992); see also *Wyman-Gordon Co. v. NLRB*, 654 F.2d 134, 145 (1st Cir. 1981). Further, questionable threats "need not be explicit if the language used by the employer or his representative can reasonably be construed as threatening." *NLRB v. Ayer Lar Sanitarium*, 436 F.2d 45, 49 (9th Cir. 1970). The Board evaluates the totality of the circumstances when assessing an implicit or ambiguous threat. *KSM Industries, Inc*., 336 NLRB 133, 133 (2001).

The Court also held that an employer may lawfully make predictions regarding the effects which it believes unionization will have on its business and employees. In doing so, however, "the prediction must be carefully phrased on the basis of objective fact to convey an employer's belief as to demonstrably probable consequences beyond his control." *Gissell*, supra at 618–619 citing *Textile Workers v. Darlington Mfg. Co*., 380 U.S. 263, 274 fn. 20 (1965); see also, *National Propane Partners*, L.P., 337 NLRB 1006, 1017 (2002). An employer thus need not remain neutral during a union campaign and may ensure that employees are fully informed about their choice. There must, however, be a showing of objective facts on which to support the reasonable belief or prediction of such effects of unionization beyond the employer's control. Otherwise, the prediction amounts to an impermissible threat of retaliation based on misrepresentation and coercion, and thus loses the protection of the First Amendment. Id. at 618–619, citing *NLRB v. River Togs, Inc*., 382 F.2d 198, 202 (2nd. Cir. 1967); see also, *Steam Press Holdings, Inc. v. Hawaii Teamsters*, 302 F.3d 998 (9th Cir. 2002).

B. Respondent Lawfully Stated that Unionization Would Make It More Difficult for Employees to Have Direct Relationships with Management

Complaint paragraphs 5(b), 6(b), and 7(c) allege that Respondent violated Section 8(a)(1) through the following statements by Jassy:

- During his *Squawk Box* interview, Jassy said, "I also think people are better off having direct connections with their managers. You know, you think about work differently. You have relationships that are different. We get to hear from a lot of people as opposed to it all being filtered through one voice."

- At the *Bloomberg Technology Summit*, Jassy reiterated that point by saying, "we happen to think they're better off without a union for a number of reasons, including the fact that, you know, it's, it's much harder when you have a union to have a direct relationship with your manager . . ."

- At the *New York Times DealBook Summit*, Jassy said, "And I think it's nice to be able to have a direct relationship with your manager. We like to hear from all our employees as opposed to having it filtered through one or two voices."

Respondent contends that Jassy's comments are protected speech pursuant to the First Amendment and Section 8(c) of the Act, and as held by the Board in *Tri-Cast, Inc*., 274 NLRB 377, 377 (1985), and progeny. I agree.

In *Tri-Cast*, the Board evaluated language contained in an employer's election day letter distributed to its employees. In it, the employer wrote: "We have been able to work on an informal and person-to-person basis. If the union comes in this will change. ¶ We will have to run things by the book, with a stranger, and will not be able to handle personal requests as we have been doing." Id. at 377. The petitioner union lost the election and filed objections. While the Regional Director recommended that the union's objection be upheld, the Board declined to do so. The Board held that the letter contained no threat, whether implicit or explicit, but rather simply "a statement which explains to employees that, when they select a union to represent them, the relationship that existed between the employees and the employer will not be as before." Id.

Since *Tri-Cast*, the Board has consistently deemed lawful employer predictions about the loss of a direct employee-employer relationship. See, e.g., *United Artists Theater*, 277 NLRB 115, 115 (1985)(finding lawful the employer's statement that, if the employees unionized, they will have "voted away" their right to deal directly with management and "will have placed a group of outsiders who know nothing about our business between yourself and your company"); *Ben Venue Laboratories*, 317 NLRB 900, 900 (1995)(no violation where the company president told employees that respondent's "open-door policy" would no longer exist if the employees voted to unionize); *Office Depot*, 330 NLRB 640, 642 (2000)(no violation where the employer told employees "we wouldn't be able to communicate with management in the same way that we are right now because there would be a representative from the union that would be the middle person"); *Gunderson Rail Services*, 364 NLRB 279, 279 (2016)(affirming the judge's dismissal of the allegation that respondent unlawfully told employees that if they selected the union they would no longer be able to bring complaints directly to management); *Hendrickson USA, LLC*, 366 NLRB No. 7 (2018)(the employer lawfully told employees that unionization would harm their ability to individually represent themselves).[7]

The General Counsel argues that the Board erred in deciding *Tri-Cast* and in subsequent decisions in which the Board has applied "its rationale in *Tri-Cast* so broadly that it will find

[7] I have noted, but not relied on, the decision and the concurrence in *Dish Network Corp*., 359 NLRB 311 (2012), as that decision was invalidated by the Court's decision in *NLRB v. Noel Canning*, 573 U.S. 513 (2014), based on the absence of a quorum of validly appointed Board members.

lawful nearly any statement concerning employees' § 9(a) proviso rights, and has failed to distinguish between mere predictions of a change in the employer/employee relationship with express statements that employees will not have the rights provided by § 9(a)'s proviso if they vote for representation." (GC Br., p. 10.) The General Counsel therefore "urges the Board to limit its application of *Tri-Cast*, and hold that preelection statements that explicitly misrepresent employee rights under the proviso to § 9(a) are unlawful threats of the loss of existing benefits." (GC Br., p. 11.) As it is beyond my authority to determine whether Board precedent should be limited or varied, I defer to the Board to decide whether this is an appropriate case to revisit and reexamine the *Tri-Cast* doctrine. *Waco, Inc*., 273 NLRB 746, 749 fn. 14 (1984).

Applying *Tri-Cast* and progeny, I find that Jassy's comments fall within the boundaries of permissible speech. I therefore dismiss complaint paragraphs 5(b), 6(b), and 7(c).

C. Respondent Unlawfully Stated that Unionization Would Make Employees Less Empowered and Would Make It Harder to Get Things Done Quickly

Complaint paragraphs 5(a) and (c), 6(c), and 7(a) and (b) allege that Jassy's comments below violate Section 8(a)(1):

- During his *Squawk Box* interview, Jassy said, "You know, first of all, of course, it's . . . employees' choice whether or not they want to join a union. We happen to think they're better off not doing so for a couple of reasons at least. You know, first, at a place like Amazon that empowers employees, if they see something they can do better for customers or for themselves, they can go meet in a room, decide how [to] change it and change it. That type of empowerment doesn't happen when you have unions. It's much more bureaucratic, it's much slower."

- At the *Bloomberg Technology Summit*, Jassy said: "Well I, you know, I think that—and the first thing to [be] clear about is that employees get to make that choice whether they want to have a union or not. They always have had that choice and it continues to be their choice and, you know, we happen to think they're better off without a union for a number of reasons, including the fact that, you know, it's, it's much harder when you have a union . . . to get things done quickly. So if you see something on the line that you think could be better for your team or you or your customers, you can't just go to your manager and say, 'Let's change it.['] So, you know there's a whole process and bureaucracy which you have to go through to be able to do that."

- At the *New York Times DealBook Summit*, Jassy said: ". . . And what we tell our employees in our fulfillment centers is that we think they're better off without a union for a few reasons. One is we try to hire people who we empower, if they find ways that they can make the experience better for customers or their fellow teammates, they can just go fix it. You know, they, they don't have to go through a union. It's not bureaucratic, it's not slow, it's not a whole pro. . . . They can just go fix that. We think that that's pretty empowering and a great way to work."

Respondent's defense to Jassy's statements is that they are interwoven with his other statements about the loss of a direct employee-employer relationship, and that those combined statements form protected opinions under *Tri-Cast*. In its brief, Respondent seeks to characterize the specific statements above as just "an accompanying explanation of the ways in which unionization would impact associates' abilities to deal directly with Amazon to implement workplace changes." (R. Br., p. 10.) However, Jassy's comments are markedly distinct from his other predictions about the change in the employee-employer relationship. I therefore analyze them as stand-alone statements.

First, these statements go well beyond the holding in *Tri-Cast*. In that case, the Board held that the employer's statements about the loss of a direct employee-employer relationship were lawful because they "simply explicate[d] one of the changes which occur between employers and employees when a statutory representative is selected." Those statements were permissible campaign conduct because Section 9(a) "contemplates a change in the manner in which employer and employee deal with each other." 274 NLRB 377, 377. But Jassy's comments went far beyond simply noting one of the changes envisioned by Section 9(a). For example, while Section 9(a) contemplates a change in the employee-employer relationship, it does not contemplate whether that change would make employees more empowered or less empowered. And it certainly does not contemplate that being represented by a union would make it easier or harder to get things done in the workplace. Yet that is what Jassy predicted would happen upon unionization. By thus exceeding the types of comments protected by the *Tri-Cast* doctrine, Jassy's predictions amounted to unprotected threats. See *Hendrickson USA, LLC*, 366 NLRB No. 7 (2018), enforcement denied by the Sixth Circuit in 932 F.3d 465 (2019), in which the Board agreed with the administrative law judge's (ALJ) finding that the respondent violated Section 8(a)(1) by saying, "the culture will definitely change," "relationships will suffer," and "flexibility is replaced by inefficiency." Id. at slip op. 1 fn. 2. See also *Starbucks Corp*., 373 NLRB No. 44 (2024), in which the Board held that the respondent employer violated Section 8(a)(1) when a district manager threatened employees that, if they elected the union, they would suffer reduced benefits and hours, and that supervisory assistance would be withdrawn. The Board found those predictions "distinguishable from the lawful comments in *Tri-Cast*." Id. at 1, n. 3.

Second, Jassy's statements do not meet the standard for preelection speech established in *Gissell* which require that, to be lawful, "the prediction must be carefully phrased on the basis of objective fact to convey an employer's belief as to demonstrably probable consequences beyond his control." *Gissell*, supra, at 618–619. To the contrary, Jassy offered no objective basis for either assertion.

Based on the foregoing, I find that Jassy's comments threatened employees that, if they selected a union, they would become less empowered and would find it harder to get things done quickly. Accordingly, I find that Respondent violated Section 8(a)(1), as alleged in complaint paragraphs 5(a) and (c), 6(c), and 7(a) and (b).

D. Respondent Unlawfully Stated that Employees Would Be Better Off Without a Union

Paragraph 6(a) of the complaint alleges that Respondent violated Section 8(a)(1) through Jassy's comment on June 8 that employees would be better off without a union.[8]

When an employer states its view that employees would be better off without a union—and such comments are unaccompanied by any promises or threats—those views are lawful opinion protected by Section 8(c). This is so because those comments communicate their message through persuasion. *Thomas Industries*, 255 NLRB 646, 646 (1981). However, where such comments are accompanied by threats or promises, they violate Section 8(a)(1) because they rely on coercion. See *Commercial Candy Vending Division*, 294 NLRB 908, 911 (1989)(owner's statement that employees would be better off without a union unlawful because accompanied by threat); *Cherry Hill Convalescent Center*, 309 NLRB 518, 521 (1992)(employer president's statement that employees would have been better off without the union unlawful since accompanied by coercive statements); *Exxon Mobil*, 372 NLRB No. 138, slip op. at 8 (2023)(employer unlawfully communicated, through its negotiator, that employees would have been better off without a union); *Behring International*, 255 NLRB 354 (1980)(employer violated Section 8(a)(1) by communicating to employees they would be better off without a union).

In the instant case, Jassy's comments that employees would be better off without a union were accompanied by his coercive predictions about the effects of unionization. Under these circumstances, employees could have reasonably understood Jassy to be saying that, without a union, they would be more empowered and could achieve improvements at work faster and with less bureaucracy—two assertions unsupported by objective fact—and thus be better off. I thus conclude that Jassy's words relied on coercion to dissuade employees from supporting unions.

The cases cited by Respondent are distinguishable since none of them involved accompanying promises or threats. In *Thomas Industries*, 255 NLRB 646 (1981), the employer's comment, "we think it would be in your best interest if there is no union here" was unaccompanied by any promises or threats, and was thus a lawful expression of opinion under Section 8(c). In *Suburban Journals of Greater St. Louis*, 343 NLRB 157, 159 (2004), the employer's statements that employees were better off without a union were lawful because they were based on a comparison of the wages and benefits of unionized versus nonunionized employees and were unaccompanied by any promises. In *Langdale Forest Products*, 335 NLRB 602, 603 (2001), the Board wrote that an employer lawfully states an opinion that employees would be better off without a union, provided there are no accompanying promises or threats. In *Mediplex of Danbury*, 314 NLRB 470, 478 (1994), the Board upheld the ALJ, who found that one of the employer's handbook rules was lawful because it merely stated why the employer believed that employees were better off without a union and was unaccompanied by any threats.

[8] While not alleged in the complaint, Jassy made similar statements during his April 14 and November 30 interviews. (Stip., pp. 7–8.)

Based on the foregoing, I find that Respondent violated Section 8(a)(1), as alleged in complaint paragraph 6(a).

CONCLUSIONS OF LAW

1. Respondent Amazon.Com Services LLC is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. By stating that employees would be less empowered with a union, that it would be harder to get things done quickly with a union since unions are slower and more bureaucratic, and that employees would be better off without a union, Respondent engaged in unfair labor practices affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. By the conduct described above, Respondent interfered with, restrained, and coerced employees in the exercise of their rights guaranteed in Section 7 of the Act and thereby engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

REMEDY

Having found that Respondent has violated the Act by threatening its employees by making certain coercive statements, I recommend that Respondent be ordered to cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

The complaint seeks a Board order requiring Respondent to post and distribute the notice nationwide. Based on the facts presented here, I will recommend that the notice be posted nationwide and that it be electronically distributed to employees nationwide. Respondent, through its chief executive officer, stated and then reiterated these coercive statements in interviews that were broadcast or otherwise available across the country; thus, Respondent's threats were made "in a manner viewable by the public without any limitations." *Tesla, Inc*., 370 NLRB No. 101, slip op. at 9 (2021)(to remedy CEO's threat, which was committed via a "tweet" on the social media platform Twitter (now called "X"), the Board ordered a nationwide posting). Because Respondent made these coercive statements in national media programs, it would be appropriate to remedy them through postings and electronic distributions that are national in scope, as well.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[9]

ORDER

Respondent Amazon.Com Services LLC, its officers, agents, successors, and assigns shall

1. Cease and desist from

[9] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(a) Threatening its employees by telling them that they would be less empowered with a union, that it would be harder to get things done quickly with a union since unions are slower and more bureaucratic, and that employees would be better off without a union.

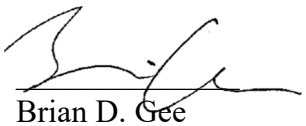
(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days after service by the Region, post at its facilities nationwide copies of the attached notice marked "Appendix."[10] Copies of the notice on forms provided by the Regional Director for Region 19, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed to all employees nationwide through electronic means, such as email, posting on an intranet or an internet site, and/or other forms of electronic communication. Respondent shall take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. If Respondent has gone out of business or closed any of its facilities, it shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees who were employed by Respondent at any of those facilities anytime since April 14, 2022.

(b) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., this May 1, 2024.



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[10] For Respondent's facilities open and staffed by a substantial complement of employees, the notice must be posted within 14 days after service by the Region. For any of Respondent facilities that are closed or not staffed by a substantial complement of employees due to the Coronavirus Disease 2019 (COVID-19) pandemic, the notice must be posted within 14 days after the facility reopens and a substantial complement of employees have returned to work. If, while closed or not staffed by a substantial complement of employees due to the pandemic, the Respondent is communicating with its employees by electronic means, the notice must also be posted by such electronic means within 14 days after service by the Region. If the notice to be physically posted was posted electronically more than 60 days before physical posting of the notice, the notice shall state at the bottom that "This notice is the same notice previously [sent or posted] electronically on [date]." If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives 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 threaten you by saying that you would be less empowered if you unionized, that you would find it harder to get things done quickly since unions are slower and more bureaucratic, and that you would be better off without a union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

AMAZON.COM SERVICES LLC

_____

(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies 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. You may also obtain information from the Board's website: www.nlrb.gov.

905 2nd Avenue, Suite 2948
Seattle, WA 98174
(206) 220-6300 - Hours: 8:15a.m. – 4:45 p.m.

The Administrative Law Judge's decision can be found at https://www.nlrb.gov/case/19-CA-297441 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

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.