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**Amazon.com Services LLC and Amazon Labor Union.**  
Case 29–CA–310869

April 1, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY  
AND MAYER

This is a refusal-to-bargain case in which Amazon.com Services LLC (the Respondent) is contesting Amazon Labor Union’s (the Union) certification as bargaining representative in the underlying representation proceeding.<sup>1</sup> Pursuant to a charge filed on January 25, 2023, by the Union, the General Counsel issued a complaint on July 12, 2023, alleging that the Respondent has violated Section 8(a)(5) and (1) of the Act by failing and refusing to recognize and bargain with the Union following the Union’s certification in Case 29–RC–288020. (Official notice is taken of the record in the representation proceeding as defined in the Board’s Rules and Regulations, Secs. 102.68 and 102.69(d). *Frontier Hotel*, 265 NLRB 343 (1982).) The Respondent filed an answer, thereafter amended, admitting in part and denying in part the allegations in the complaint and asserting affirmative defenses.

On August 23, 2023, the General Counsel filed a Motion for Summary Judgment. On that same date, the National Labor Relations Board issued an Order Transferring the Proceeding to the Board and a Notice to Show Cause why the motion should not be granted. On September 14, 2023, the Respondent filed a response titled “Amazon.com Services LLC’s Opposition to the General Counsel’s Motion for Summary Judgment, Response to the Board’s Notice to Show Cause, and Cross-Motion for Summary Judgment.” The Board issued a second Notice to Show Cause on August 30, 2024, to which the Respondent filed a supplemental response.

Ruling on Motion for Summary Judgment

The Respondent denies that it has unlawfully refused to bargain. Rather, it asserts that it has no duty to bargain and contests the validity of the certification of representative based on its contention that the Union is not the exclusive collective-bargaining representative of any employee at its Fulfillment Center located on Staten Island, New York (JFK8 Facility).

<sup>1</sup> During the underlying representation proceeding, the General Counsel transferred this case from Region 29 to Region 28.

<sup>2</sup> See, e.g., *Transdev Services Inc.*, 368 NLRB No. 12, slip op. at 2 (2019) (summary judgment improper where employer denied that union

All representation issues raised by the Respondent were or could have been litigated in the prior representation proceeding. The Respondent does not offer to adduce at a hearing any newly discovered and previously unavailable evidence, nor has it established any special circumstances that would require the Board to reexamine the decision made in the representation proceeding.

In its amended answer to the complaint and its oppositions to the motion for summary judgment, the Respondent asserts that the complaint is barred by Section 10(b) of the Act because the charge was filed more than six months after the Union’s initial bargaining request. We disagree.

Paragraph 8 of the complaint alleges that, “[o]n about April 2, 2022, and on multiple subsequent occasions, the Union, by letter, requested that Respondent bargain collectively with the Union as the exclusive collective-bargaining representative of the [u]nit employees.” In its amended answer, the Respondent admits that the Union “has requested that Amazon bargain collectively with the Amazon Labor Union.” The Respondent does not deny that the Union requested bargaining on April 2, 2022, and on multiple subsequent occasions but states only that it is without “sufficient information to admit” those allegations.

On January 11, 2023, the Regional Director certified the Union as exclusive bargaining representative. On January 25, 2023, the Union filed its refusal-to-bargain charge. That same day, the Region contacted the Respondent’s counsel and asked whether the Respondent was testing certification by refusing to bargain with the Union. The Respondent’s counsel confirmed that the Respondent was “testing certification, and intend[ed] to file a request for review” of the Regional Director’s Decision and Certification of Representative.

In these circumstances, we conclude that the Union’s charge was timely. Unlike cases in which a bargaining demand was never made,<sup>2</sup> the Union requested bargaining immediately after the election, and the parties litigated the election results for the next ten months. Within weeks after the Regional Director certified the Union’s victory, triggering Respondent’s bargaining obligation, the Union filed an unfair labor practice charge alleging a refusal to bargain. It is undisputed that Respondent told the Region that it was aware of the charge, that it had no intention of bargaining, and that it intended to test the Union’s certification. At that point, it was unnecessary—and indeed would have been futile—for the Union to again request bargaining (although the complaint alleges that it did).<sup>3</sup>

ever requested bargaining and there was no evidence employer received union’s bargaining demands).

<sup>3</sup> See, e.g., *Children’s Hospital of Michigan*, 302 NLRB 235, 235 (1991), enf’d. in relevant part, 6 F.3d 1147 (6th Cir. 1993) (respondent’s

Moreover, when “[i]t is undisputed that the Respondent has continued to refuse to bargain since the Union’s certification,” the Board will “find that continuing refusal to be unlawful.” *Bally’s Park Place, Inc.*, 356 NLRB 1147, 1147 fn. 3 (2011); see also *J.S. Carambola, LLP*, 356 NLRB 119, 120 fn. 5 (2010) (same).

We therefore find that the Respondent has not raised any representation issue that is properly litigable in this unfair labor practice proceeding. See *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. 146, 162 (1941). Accordingly, we grant the Motion for Summary Judgment.<sup>4</sup>

On the entire record, the Board makes the following

#### FINDINGS OF FACT

##### I. JURISDICTION

At all material times the Respondent, a Delaware limited liability company with a Fulfillment Center located at 546 Gulf Avenue, Staten Island, New York (JFK8 Facility) has been engaged in the retail sale of consumer products throughout the United States.

During the past twelve-month period, which period is representative of its operations in general, the Respondent, in conducting its business operations, derived gross revenues in excess of \$500,000 and purchased and received at its JFK8 Facility goods and supplies valued in excess of \$5000 directly from points located outside the State of New York.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

##### I. ALLEGED UNFAIR LABOR PRACTICES

###### A. *The Certification*

Following a representation election conducted on various dates in March 2022, the Regional Director issued a

memo to employees stating that it would decline to recognize and bargain with the union “pending [a] determination by an appellate authority” rendered futile any bargaining request the union may have made and amounted to a refusal to bargain with the union).

<sup>4</sup> The Respondent’s cross-motion for summary judgment and its request that the complaint be dismissed are therefore denied. The Respondent also requested that the Board stay this proceeding pending the Fifth Circuit Court of Appeals’ review of the district court’s “effective denial” of its motion for a preliminary injunction. On September 30, 2024, the court granted the Respondent’s motion for an administrative stay in both the district court and “ongoing NLRB proceedings.” On August 28, 2025, the court dismissed the Respondent’s appeal of the purported effective denial of a preliminary injunction for want of jurisdiction and lifted the administrative stay. *Amazon.com Services, LLC v. NLRB*, 151 F.4th 221, 224 (5th Cir. 2025). On remand, the District Court for the Western District of Texas transferred the case to the District Court for the District of Columbia, where it is currently pending on Amazon’s claims that the Board’s structure and potential remedies are unconstitutional. The Respondent has filed a motion for a preliminary injunction

Decision and Certification of Representative in Case 29-RC-288020 on January 11, 2023, certifying the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

INCLUDED: All hourly full-time and regular part-time fulfillment center associates employed at the Employer’s JFK8 building located at 546 Gulf Avenue, Staten Island, New York.

EXCLUDED: Truck drivers, seasonal employees, temporary employees, clerical employees, professional employees, managerial employees, engineering employees, maintenance employees, robotics employees, information technology employees, delivery associates, loss prevention employees, on-site medical employees, guards and supervisors as defined by the Act.

On August 29, 2024, the Board denied the Respondent’s request for review of the Regional Director’s decision. The Union continues to be the exclusive collective-bargaining representative of the unit employees under Section 9(a) of the Act.

###### B. *Refusal to Bargain*

By letter dated April 2, 2022, and multiple occasions thereafter, the Union requested that the Respondent bargain with the Union as the exclusive collective-bargaining representative of the unit. Since April 2, 2022, and continuing to date, the Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the unit.

We find that the Respondent’s conduct constitutes an unlawful failure and refusal to recognize and bargain with the Union in violation of Section 8(a)(5) and (1) of the Act.<sup>5</sup>

in the District Court, which has not acted at the time of this Decision and Order.

Members Murphy and Mayer did not participate in the underlying representation proceeding and express no opinion whether it was correctly decided. They agree, however, that the Respondent has not presented any new matters that are properly litigable in this unfair labor practice case.

<sup>5</sup> The Respondent also denies the allegations in par. 5 of the complaint, which alleges that the Union is a labor organization within the meaning of the Act, and in par. 6 of the complaint, which specifies the appropriate unit. However, the Respondent stipulated to the Union’s status as a labor organization and to the composition of the unit in the underlying representation proceeding. See *Wismettac Asian Foods, Inc.*, 370 NLRB No. 62, slip op. at 1 fn. 1 (2020) (later denial of fact previously stipulated to in representation proceeding did “not raise any litigable issue in [test-of-certification] proceeding”); *Biewer Wisconsin Sawmill, Inc.*, 306 NLRB 732, 732 fn. 1 (1992) (same). The Respondent further denies par. 7 of the complaint, which alleges that the Board conducted the election pursuant to the terms of the stipulated election agreement; the tally of ballots issued on April 1, 2022, showed that a majority

## CONCLUSION OF LAW

By failing and refusing since about April 2, 2022, to recognize and bargain with the Union as the exclusive collective-bargaining representative of the employees in the appropriate unit, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

## REMEDY

Having found that the Respondent has violated Section 8(a)(5) and (1) of the Act, we shall order it to cease and desist, to bargain on request with the Union and, if an

of the valid votes cast were for the Union; that the Union's certification as the unit's exclusive collective-bargaining representative on January 11, 2023, was proper; and that the Union has been the exclusive collective-bargaining representative of the unit since April 1, 2022. Each of these issues, however, were fully litigated and resolved in the underlying representation proceeding.

Further, the Respondent denies par. 9 of the complaint, which alleges that it failed and refused to bargain with the Union. Rather, it again denies that the Union is the exclusive collective-bargaining representative of the unit employees entitled to bargain on their behalf and, as a result, denies that it unlawfully refused to bargain. By these denials, the Respondent effectively maintains that it had no duty to bargain in this matter. We conclude that the Respondent's denials of par. 9 of the complaint do not raise any issues warranting a hearing.

In addition, the Respondent's answer, as amended, and initial response to the Motion for Summary Judgment advance other affirmative defenses, including that the complaint fails to state a claim upon which relief can be granted and that the complaint should be dismissed to the extent that it contains allegations not included in the underlying charge. The Respondent has not, however, offered any explanation or evidence to support these bare assertions. Thus, we find that these affirmative defenses are insufficient to warrant denial of the General Counsel's Motion for Summary Judgment. See, e.g., *Station GVR Acquisition, LLC d/b/a Green Valley Ranch Resort Spa Casino*, 366 NLRB No. 58, slip op. at 1 fn. 1 (2018) (citing cases), enfd. sub nom. *Operating Engineers Local 501 v. NLRB*, 949 F.3d 477 (9th Cir. 2020); *George Washington University*, 346 NLRB 155, 155 fn. 2 (2005), enfd. mem. per curiam No. 06-1012, 2006 WL 4539237 (D.C. Cir. 2006); *Circus Circus Hotel*, 316 NLRB 1235, 1235 fn. 1 (1995).

The Respondent's affirmative defense that the Union is not the recognized collective-bargaining representative of the unit employees, as detailed in its objections to the results of the election, simply reasserts arguments that were raised and rejected by the Board in the underlying representation hearing. Thus, they also do not raise any issue warranting a hearing. See *Wolf Creek Nuclear Operating Corp.*, 366 NLRB No. 30, slip op. at 1 fn. 2 (2018), enfd. mem. 762 F. App'x 461 (10th Cir. 2019).

Further, we find no merit to the constitutional claims raised in the Respondent's supplemental response. As to its arguments regarding Board member removal protections, there is no evidence that the Respondent suffered any harm from the Board members' removal protections. See *SJT Holdings, Inc.*, 372 NLRB No. 82, slip op. at 1 fn. 4 (2023) (citing *Collins v. Yellen*, 594 U.S. 220, 257-258 (2021), and *Calcutt v. FDIC*, 37 F.4th 293, 316 (6th Cir. 2022), rev'd per curiam on other grounds 598 U.S. 623 (2023)); *K & R Contractors, LLC v. Keene*, 86 F.4th 135, 148-149 (4th Cir. 2023) ("[R]egardless of how we answer the constitutional question presented by the removal provisions, we would be required to deny the petition because K & R has not asserted any harm resulting from the allegedly unconstitutional statutes.").

understanding is reached, to embody the understanding in a signed agreement.

To ensure that the employees are accorded the services of their selected bargaining agent for the period provided by law, we shall construe the initial period of the certification as beginning on the date the Respondent begins to bargain in good faith with the Union. *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962); accord *Burnett Construction Co.*, 149 NLRB 1419, 1421 (1964), enfd. 350 F.2d 57 (10th Cir. 1965); *Lamar Hotel*, 140 NLRB 226, 229 (1962), enfd. 328 F.2d 600 (5th Cir. 1964), cert. denied 379 U.S. 817 (1964).<sup>6</sup>

Also unavailing is the Respondent's claim that the Board unconstitutionally exercises both prosecutorial and adjudicatory authority. "[T]he Supreme Court has held that administrative agencies can, and often do, investigate, prosecute, and adjudicate rights without violating due process." *Illumina, Inc. v. Federal Trade Commission*, 88 F.4th 1036, 1047 (5th Cir. 2023) (citing *Withrow v. Larkin*, 421 U.S. 35, 47, 56 (1975)).

The Respondent additionally argues that the Board Members who authorized the General Counsel to seek Sec. 10(j) relief at the JFK8 facility just before the election should recuse themselves. The Board has rejected this argument in other cases. See *NP Red Rock LLC d/b/a Red Rock Casino Resort Spa*, 373 NLRB No. 67, slip op. at 1 fn. 2 (2024) (citing cases). We do so again here.

Finally, the Respondent's contention that the General Counsel's request for consequential damages is contrary to the Supreme Court's recent decision in *SEC v. Jarkesy*, 603 U.S. 109 (2024), and that such claims must be brought before a jury is equally unavailing. We have previously rejected the General Counsel's request to overrule *Ex-Cell-O Corp.*, 185 NLRB 107 (1970). See *Longmont United Hospital*, 374 NLRB No. 52 (2026). As a result, the Respondent's arguments regarding this issue are no barrier to granting summary judgment. In any event, the Supreme Court has considered and rejected this claim. See *NLRB v. Jones & Laughlin*, 301 U.S. 1, 48-49 (1937).

For the reasons stated in his dissent in *Longmont United Hospital*, supra, and in order to effectuate Sec. 10(c) of the Act, Member Prouty would overrule *Ex-Cell-O Corp.* and impose the additional remedies outlined in his dissent, including ordering the employer to make affected employees whole for any provable, reasonably quantifiable economic harm resulting from the employer's unlawful refusal to bargain. See *Longmont*, supra, slip op. at 2-5 (Member Prouty, dissenting).

<sup>6</sup> The General Counsel has requested additional remedies, including that the Notice be read to employees in English and Spanish and that the Notice be hand delivered to all of the Respondent's supervisors, managers, and agents, along with written instructions, signed by an appropriate Respondent representative, directing the Respondent's supervisors, managers, and agents to comply with the Notice. We find that the Board's standard remedies are sufficient to effectuate the policies of the Act and, accordingly, deny the General Counsel's request for additional remedies.

Member Prouty would grant the General Counsel's request for a notice reading, both in English and Spanish as well as any other languages deemed necessary to apprise employees of their Section 7 rights, and would further order that the notice be distributed to employees before it is read, for the reasons stated in his concurrence in *CP Anchorage Hotel 2 d/b/a Hilton Anchorage*, 371 NLRB No. 151 (2022), enfd. 98 F.4th 314 (D.C. Cir. 2024). While he reiterates his view that these remedies should be standard for all unfair labor practices found by the Board, he also notes that they are particularly appropriate where, as here, employees have been deprived of the benefit of their chosen representative because of the Respondent's unlawful refusal to bargain. See *Longmont United Hospital*, supra, slip op. at 3 (Member Prouty dissenting) (contending

## ORDER

The National Labor Relations Board orders that the Respondent, Amazon.com LLC, Staten Island, New York, its officers, agents, successors, and assigns, shall

## 1. Cease and desist from

(a) Failing and refusing to recognize and bargain with the Amazon Labor Union (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.

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

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

(a) On request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

INCLUDED: All hourly full-time and regular part-time fulfillment center associates employed at the Employer's JFK8 building located at 546 Gulf Avenue, Staten Island, New York.

EXCLUDED: Truck drivers, seasonal employees, temporary employees, clerical employees, professional employees, managerial employees, engineering employees, maintenance employees, robotics employees, information technology employees, delivery associates, loss prevention employees, on-site medical employees, guards and supervisors as defined by the Act.

(b) Within 14 days after service by the Region, post at its facility in Staten Island, New York, copies of the attached notice marked "Appendix."<sup>7</sup> Copies of the notice, on forms provided by the Regional Director for Region 29, 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 electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any

that a notice reading is an appropriate remedy where an employer unlawfully refuses to bargain on grounds that it is challenging the union's certification). Member Prouty would also grant the General Counsel's request for the Respondent to physically post and electronically distribute the Notice in English and Spanish as well as any other languages deemed necessary.

other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since April 2, 2022.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 29 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. April 1, 2026

James R. Murphy, Chairman

David M. Prouty, Member

Scott A. Mayer, Member

(SEAL) 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.

<sup>7</sup> 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."

WE WILL NOT fail and refuse to recognize and bargain with the Amazon Labor Union (the Union) as the exclusive collective-bargaining representative of our employees in the bargaining unit.

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

WE WILL, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the following appropriate bargaining unit:

**INCLUDED:** All hourly full-time and regular part-time fulfillment center associates employed at the Employer's JFK8 building located at 546 Gulf Avenue, Staten Island, New York.

**EXCLUDED:** Truck drivers, seasonal employees, temporary employees, clerical employees, professional employees, managerial employees, engineering employees, maintenance employees, robotics employees,

information technology employees, delivery associates, loss prevention employees, on-site medical employees, guards and supervisors as defined by the Act.

AMAZON.COM LLC

The Board's decision can be found at [www.nlr.gov/case/ 29-CA-310869](http://www.nlr.gov/case/29-CA-310869) 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.

